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.

March 2, 2011

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 – PASTOR KOZ ALIGHCHI, EVANGELICAL FRIENDS CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE HOMELESS VETERANS STAND DOWN
7. RECOGNITION OF THE C.J. WATSON ESSAY CONTEST WINNERS
8. RECOGNITION OF THE SOUTHERN NEVADA RAPE CRISIS CENTER'S SIGNS OF HOPE COUNSELING CENTER
9. RECOGNITION OF THE NEVADA WOMEN'S PHILANTHROPY GROUP

BUSINESS ITEMS - MORNING

10. Approval of the Final Minutes by reference of the regular City Council meeting of February 2, 2011

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

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 SERVICES - CONSENT

12. Approval of an amendment to an agreement between the City of Las Vegas and HomeFree Nevada to modify project terms and to subaward $100,000 to continue a Home Performance with ENERGY STAR energy audit and retrofit rebate program as part of the Energy Efficiency and Conservation Block Grant (EECBG) through the American Recovery and Reinvestment Act of 2009 - All Wards

BUILDING AND SAFETY - CONSENT

13. Approval of an encroachment request from Next Generation Signs on behalf of Best Fellas, Inc., owner (Las Vegas Boulevard north of Cincinnati Avenue) - Ward 3 (Reese)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

14. Approval of an agreement to allocate $26,200 Community Development Block Grant (CDBG) funds as part of the Single Family Housing Rehabilitation Program and a contract with Vogl Construction, LLC, for housing rehabilitation work at 4625 Amherst Lane, Georgia Spiros, owner - Ward 5 (Barlow)

15. Approval to allocate $2,500,000 in Community Development Block Grant (CDBG) Construction funds to support construction costs for Legal Aid Center of Southern Nevada located at 800 South 8th Street - Ward 3 (Reese)

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

17. Approval of award of Amendment No. 1 to Agreement No. 100168-LD, Prime Design Services Agreement for F Street Reopening located at the intersection of I-15 and F Street - Department of Public Works - Award recommended to: PBS&J CORPORATION ($1,599,657 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

18. Approval of award of Bid No. 11.1730.01-TF, Las Vegas Creek Lateral - Langtry Channel, bordered on the west by Langtry Drive, on the east by Valley View Boulevard, to the north by Washington Avenue and on the south by Bonanza Road and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MIKON CONSTRUCTION, INC. ($1,093,778.45 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

19. Approval of award of Bid No. 10.53541.05-LED, Water Pollution Control Facility Odor Control Upgrades located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: SLETTEN CONSTRUCTION OF NEVADA, INC. ($27,350.000 - Sanitation Enterprise Fund) - County

20. Approval of award of Bid No. 10.53541.03-LED, Water Pollution Control Facility Sludge Blending and Feed Station located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MMC, INC. ($9,132,000 - Sanitation Enterprise Fund) - County

21. Approval of award of Modification No. 4 to Contract No. 090112-PL, Museum Development Consulting Services for the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue – Office of Business Development – Award recommended to: ALGONQUIN ADVISORS ($151,900 – Parks and Leisure Activities Capital Projects Fund) – Ward 5 (Barlow)

22. Approval of award of Bid No. 11.1730.10-TF, Sewer Rehabilitation Group D located at the intersection of Ann Road and Bradley Road, transects Ann Road to Lone Mountain Road, continues south to Craig Road and ends south of the intersection of Cheyenne Avenue and Decatur Boulevard and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: SAK CONSTRUCTION ($3,057,605.10 - Sanitation Enterprise Fund) - Ward 6 (Ross)

23. Approval of award of Contract No. 10.15341.12-DC, Design-Build of the Solar Covered Parking, Phase II - Bid Lot D located at Fire Station #5, 1020 Hinson Street, Centennial Hills Community Center, 6601 North Buffalo Drive, Centennial Hills Park, 7101 North Buffalo Drive, Lorenzi Park, 3339 West Washington Avenue and Rainbow Family Park, 7151 West Oakey Boulevard and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MARTIN HARRIS CONSTRUCTION ($2,742,178.97 - General Capital Projects Fund) - Wards 1, 5 and 6 (Tarkanian, Barlow and Ross)

24. Approval of award of Agreement No. 110152-TF, Construction Manager Agreement for Sewer Rehabilitation Group D/Downtown Sewer Interceptor bounded by Ann Road on the north, Bradley Road on the west, Decatur Boulevard on the east and Cheyenne Avenue on the south and for Downtown Sewer Interceptor bounded by Oakey Boulevard on the north, Westwood Drive on the west, Boulder Highway on the west and St. Louis Avenue on the south as well as the intersection of Rancho Drive and Coran Lane - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($499,410.56 - Sanitation Enterprise Fund) - Wards 1, 3, 5 and 6 (Tarkanian, Reese, Barlow and Ross)

25. Approval of award of Bid No. 11.1730.11-TF, Downtown Interceptor Sewer Rehabilitation bounded by Oakey Boulevard on the north, Westwood Drive on the west, Boulder Highway on the east and St. Louis Avenue on the north as well as the intersection of Rancho Drive and Coran Lane and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($6,306,121 - Sanitation Enterprise Fund) - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

FIRE & RESCUE - CONSENT

26. Approval of a Revocable License Agreement between the City of Las Vegas and Howard Hughes Properties, Inc., for the use of property located at the southeast corner of Griffith Peak Drive and South Pavilion Center Drive for Life Safety Training - County

OPERATIONS AND MAINTENANCE - CONSENT

27. Approval of a First Amendment to the Interlocal Agreement for the Martinez Early Childhood Development Center between the City of Las Vegas and Clark County School District located at 2901 Harris Avenue - Ward 3 (Reese)

28. Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for park improvements at Frank F. Garside Junior High School located at 300 South Torrey Pines Drive ($56,300 - Parks Fund) - Ward 1 (Tarkanian)

PLANNING - CONSENT

29. Approval of the Cooperative (Local Public Agency) Agreement between the State of Nevada, acting by and through its Department of Transportation, and the City of Las Vegas, which provides $807,039.00 through the Federal Scenic Byway program for the Neon Museum Project located at 770 Las Vegas Boulevard North – Ward 5 (Barlow)

PLANNING - BUSINESS SERVICES CONSENT

30. Approval of a Special Event Alcoholic Beverage License for 3 Angry Wives Pub, Location: 8820 West Charleston Boulevard, Suite 105 (parking lot), Date: March 17, 2011, Type: Special Event General, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (Wolfson)

31. Approval of a Special Event Alcoholic Beverage License for First Friday subject to the provisions of the planning and fire codes, Location: 1130 South Casino Center Boulevard, Dates: March 4 and April 1, 2011, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Richard Dominguez - Ward 3 (Reese)

32. Approval of a Change of Business Name and Change of Location for an Alcoholic Beverage Caterer License, Chef's Pantry, LTD, dba From: Chef's Pantry Cafe, 2215 Thomas W. Ryan Boulevard, To: Chef's Pantry LTD, 9421 Quiet Valley Avenue, Leonard Tempelman, Mgr, 50% and Donna Tempelman, Mgr, 50% - Ward 6 (Ross)

33. Approval of an extension of a Temporary Martial Arts Instruction Business License, Marc Scott Gitelman, dba NV Tae Kwon Do, 2380 North Buffalo Drive, Suites 130 and 135, Marc Gitelman, Owner, 100% - Ward 4 (Anthony)

34. Approval of an extension of a Temporary Class II Secondhand Dealer License, ROI Enterprises, LLC, dba Gold & Beyond, 376 West Sahara Avenue, Roi Zalach, Mgr, 50% and Karen Zalach, Mgr, 50% - Ward 3 (Reese)

35. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Damon Cortazzo, dba The Gold Deposit, 4300 Meadows Lane, #6506, Damon Cortazzo, Owner, 100% - Ward 1 (Tarkanian)

36. Approval of a Special Event Alcoholic Beverage License for R2K Enterprises, LLC, dba R2K Studio, Location: 1201 South Commerce Street, Dates: March 4 and April 1, 2011, Type: Special Event General, Event: R2K First Friday Event, Responsible Person in Charge: Christopher Reabold - Ward 3 (Reese)

37. Approval of a Special Event Alcoholic Beverage License for Downtown Guitar Bar LLC, Location: 1106 South 3rd Street, Dates: March 4, 5, 11 & 12, 2011, Type: Special Event General, Event: Singer Songwriter Competition, Responsible Person in Charge: Alicia Carter - Ward 3 (Reese)

38. Approval of a Special Event Alcoholic Beverage License for Bunkhouse Saloon, Location: 124 South 11th Street, Date: March 11, 2011, Type: Special Event General, Event: Neon Reverb Music Festival, Responsible Person in Charge: Keith Fox - Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

39. Approval of Supplemental Interlocal Contract No. 1 (638a) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for improvements associated with the Fiscal Year 2011 Annual Restorations and Preservation projects ($490,000-RTC) – Ward 4 (Anthony)

40. Approval of Interlocal Contract 675 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to proceed with funding for the engineering design for the Downtown Pedestrian and Bicycle Improvements Project ($1,000,000-RTC) – Wards 3 and 5 (Reese and Barlow)

41. Approval of Second Supplemental Interlocal Contract LAS23C08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to January 9, 2012 for the construction of the Horse Drive Interchange project – Ward 6 (Ross)

42. Approval of First Supplemental Interlocal Contract LAS24F10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease construction funding in the amount of $6,791,017.34 and approve a waiver of the design cap for the construction of the Gowan Outfall – Lone Mountain Branch, Rancho Drive to Decatur Boulevard – Ward 6 (Ross)

43. Approval of Amendment No. 4 to the Grant and Cooperative Agreement L05AC13234 between the City of Las Vegas and the Bureau of Land Management to extend the performance date for the Multi-Use Transportation Trails Phase II project funded under the Southern Nevada Public Lands Management Act (SNPLMA) – Wards 1, 2, 3 and 4 (Tarkanian, Wolfson, Reese and Anthony)

44. Approval of Amendment No. 5 to the Grant and Cooperative Agreement L05AC12957 between the City of Las Vegas and the Bureau of Land Management to extend the performance date for the Neon Boneyard Park project funded under the Southern Nevada Public Lands Management Act (SNPLMA) – Ward 5 (Barlow)

45. Approval of Supplemental Interlocal Contract No. 7 (457g) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease the funding in the amount of $1,000,000 for Bonneville/Clark One-Way Couplet - Ward 3 (Reese)

RESOLUTIONS - CONSENT

46. R-7-2011 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2012) ($62,800 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

47. R-8-2011 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2012) ($62,800 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

48. R-9-2011 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to prepare the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) ($252,402 - Capital Projects Fund - Special Assessments) - Ward 5 (Barlow)

49. R-10-2011 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) ($252,402 - Capital Projects Fund - Special Assessments) - Ward 5 (Barlow)

50. R-11-2011 - Approval of a Resolution acknowledging the Smith Center For the Performing Arts development and operation of a park within Symphony Park and supporting The Smith Center and the Culinary Training Academy grant application to the Economic Development Administration to request funding to construct and equip the proposed food and beverage pavilion being designed for Parcel M3 in Symphony Park - Ward 5 (Barlow)

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

51. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1400 North Tonopah Drive in the amount of $3,524 (General Fund) and assess a maximum of $32,050 in daily civil penalties. PROPERTY OWNER: 1400 TONOPAH NORTH CORPORATION - Ward 1 (Tarkanian)

52. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 2313 Brady Avenue in the amount of $5,405.25 (General Fund) and assess a maximum of $24,550 in daily civil penalties. PROPERTY OWNER: CUSTOM ESTATES LLC - Ward 3 (Reese)

53. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3101 Kaibab Avenue in the amount of $5,646.75 (General Fund) and assess a maximum of $27,050 in daily civil penalties. PROPERTY OWNER: JAIME LOPEZ - Ward 3 (Reese)

ADMINISTRATIVE - DISCUSSION

54. Report by Palmer City-Core Union Park Hotel, LLC, on the status of the hotel market nationally and locally, the feasibility of financing for the 371 room, four-star full-service condominium and hotel and the hotel segment in general for Parcel G in Symphony Park (APN 139-34-110-009) - Ward 5 (Barlow)

55. Report from Thomas Perrigo, Deputy Director of Administrative Services, regarding the progress of Sustainable Energy Strategy projects which include renewable energy and energy conservation projects - All Wards

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

56. Discussion and possible action regarding transferring responsibility for terms and conditions of past funding of $101,405 in Community Development Block Grant (CDBG), past funding of $734,317 in Housing Opportunities for Persons with AIDS (HOPWA), allocating $85,000 in HOPWA, allocating $362,000 of 18 percent Redevelopment Affordable Housing Set-Aside (RDA) funds and transfer ownership to Aid For Aids of Nevada (AFAN) of twenty HOPWA funded affordable housing units - Address is confidential per federal regulations - Ward 5 (Barlow)

PLANNING - BUSINESS SERVICES DISCUSSION

57. Discussion and possible action regarding 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)

BOARDS & COMMISSIONS - DISCUSSION

58. HISTORIC PRESERVATION COMMISSION – Katherine Duncan, Term Expiration 3-6-2011 and Raymond Aikens, Term Expiration 3-8-2011

59. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Kelly Benavidez, Term Expiration 3-6-2011

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

60. Bill No. 2011-5 – Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees. Sponsored by: Councilman Steven D. Ross

61. Bill No. 2011-6 – Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Sponsored by: Councilman Steve Wolfson

62. Bill No. 2011-7 – Adopts by reference a Unified Development Code for the City. (TXT-39391, TXT-39392, TXT-39750, DIR-40341) Proposed by: Flinn Fagg, Acting Director of Planning and Development

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.

63. Bill No. 2011-8 – Amends the zoning provisions governing the computation of time to treat days that the City's offices are officially closed to the public the same as Saturdays, Sundays and holidays. (TXT-40266) Proposed by: Flinn Fagg, Acting Director of Planning and Development

64. Bill No. 2011-9 – Adds a number of specific licensing categories to the City's business licensing regulations. Sponsored by: Mayor Oscar B. Goodman

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.

65. Bill No. 2011-10 – Adopts the 2009 Edition of the International Building Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

66. Bill No. 2011-11 – Updates the City's Administrative Code, relating to the administration of the various building and technical codes. Sponsored by: Councilman Steven D. Ross

67. Bill No. 2011-12 – Adopts the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. Sponsored by: Councilman Steven D. Ross

68. Bill No. 2011-13 – Adopts the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. Sponsored by: Councilman Steven D. Ross

69. Bill No. 2011-14 – Adopts the 2008 Edition of the National Electrical Code, together with local amendments thereto. Sponsored by: Councilman Steven D. Ross

70. Bill No. 2011-15 – Adopts an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code. Sponsored by: Councilman Steven D. Ross

71. Bill No. 2011-16 – Adopts the 2009 Edition of the Southern Nevada Pool Code. Sponsored by: Councilman Steven D. Ross

72. Bill No. 2011-17 – Adopts the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code. Sponsored by: Councilman Steven D. Ross

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

73. 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

PLANNING

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

PLANNING - 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.

74. EOT-40654 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: WAGNER HOMES, INC. - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-5490) FOR A 21-LOT SINGLE-FAMILY DEVELOPMENT on 5.0 acres at the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

75. EOT-40708 - EXTENSION OF TIME - VARIANCE - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Variance (VAR-13900) TO ALLOW A FRONT YARD SETBACK OF 10 FEET WHERE 20 FEET IS REQUIRED, A CORNER SIDE YARD SETBACK OF 10 FEET WHERE 15 FEET IS REQUIRED, AND A REAR YARD SETBACK OF 11 INCHES WHERE 20 FEET IS REQUIRED on 2.61 acres at 525 North Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

76. EOT-40709 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-13903) FOR A PROPOSED 274 FOOT TALL BUILDING IN THE NORTH LAS VEGAS AIRPORT OVERLAY DISTRICT on 2.61 acres at 525 North Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

77. EOT-40710 - EXTENSION OF TIME - VARIANCE - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Variance (VAR-18250) TO ALLOW A PROPOSED BUILDING TO BE FIVE FEET FROM THE CORNER SIDE PROPERTY LINE WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED on 2.61 acres at 525 North Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

78. EOT-40711 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-13904) FOR A COMMERCIAL DEVELOPMENT CONSISTING OF A 3,000 SQUARE FOOT, A 1,500 SQUARE FOOT, AND A 4,500 SQUARE FOOT RETAIL PAD; A 20 STORY BUILDING CONSISTING OF 3,700 SQUARE FEET OF RESTAURANT SPACE, 10,000 SQUARE FEET OF RETAIL SPACE, 150,000 SQUARE FEET OF OFFICE SPACE, AND A 4,500 SQUARE FOOT CHILD CARE FACILITY; AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 2.61 acres at 525 North Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

79. EOT-40712 - EXTENSION OF TIME - VARIANCE - APPLICANT: CAROLYN AHERN - OWNER: AHERN CAROLYN 1998 SEP PPTY - Request for an Extension of Time of a previously approved Variance (VAR-29881) TO ALLOW A 13-FOOT SETBACK ALONG THE EAST PROPERTY LINE WHERE 20 FEET IS REQUIRED on 1.66 acres on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road (APN 126-01-601-016), C-1 (Service Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

80. EOT-40713 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYN AHERN - OWNER: AHERN CAROLYN 1998 SEP PPTY - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-29879) FOR A 3,400 SQUARE-FOOT CONVENIENCE STORE AND CAR WASH WITH FUEL PUMPS AND TWO 3,100 SQUARE-FOOT RESTAURANTS WITH DRIVE-THRUS WITH WAIVERS OF THE PERIMETER LANDSCAPE REQUIREMENTS TO ALLOW A SIX-FOOT BUFFER ALONG THE SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A SIX-FOOT BUFFER ALONG THE WEST PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.66 acres on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road (APN 126-01-601-016), C-1 (Service Commercial), Ward 6 (Ross). Staff recommends APPROVAL.

81. EOT-40742 - EXTENSION OF TIME - REZONING - APPLICANT: WAGNER HOMES, INC. - OWNER: DAY STAR VENTURES, LLC - Request for an Extension of Time of a previously approved Rezoning (ZON-4623) FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 5.35 acres at the southeast corner of Hualapai Way and Dorrell Lane (APNs 125-19-201-001 and 003), Ward 6 (Ross). Staff recommends APPROVAL.

82. EOT-40744 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: WAGNER HOMES, INC. - OWNER: DAYSTAR VENTURES, LLC - Request for an Extension of Time of a previously approved Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) FOR A 19-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT WITH ACCESS TO HALEY AVENUE INSTEAD OF DORRELL LANE on 5.35 acres at the northeast corner of Hualapai Way and Haley Avenue (APNs 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] under a Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre), Ward 6 (Ross). Staff recommends APPROVAL.

83. EOT-40745 - EXTENSION OF TIME - WAIVER - APPLICANT: WAGNER HOMES, INC. - OWNER: DAY DAWN VENTURES, LLC - Request for an Extension of Time of a previously approved Waiver of Title 18.12.160 (WVR-22255) TO ALLOW 210 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.35 acres at the northeast corner of Hualapai Way and Haley Avenue (APNs 125-19-201-001 and 003), U (Undeveloped Zone [R (Rural Density Residential) General Plan Designation] under a Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre), Ward 6 (Ross). Staff recommends APPROVAL.

84. EOT-40746 - EXTENSION OF TIME - VARIANCE - APPLICANT: WAGNER HOMES, INC. - OWNER: DAY STAR VENTURES, LLC - Request for an Extension of Time of a previously approved Variance (VAR-5377) TO ALLOW NO OPEN SPACE WHERE 13,633 SQUARE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 19 LOT SINGLE-FAMILY DEVELOPMENT on 5.35 acres at the southeast corner of Hualapai Way and Dorrell Lane (APNs 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Ross). Staff recommends APPROVAL.

PLANNING - DISCUSSION

85. VAR-39433 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

86. SUP-39432 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65-FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

87. RQR-40625 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: TIMOTHY AND ALISANDRA VOLZ - Required Review of a previously approved Special Use Permit (SUP-21620) FOR A 55-FOOT TALL RETRACTABLE AMATEUR ANTENNA TOWER at 325 Santa Fe Street (APN 138-34-613-028), R-1 (Single-Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

SET DATE

88. 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

89. 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

90. 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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

SUBJECT:
INVOCATION – PASTOR KOZ ALIGHCHI, EVANGELICAL FRIENDS CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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: MARCH 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE HOMELESS VETERANS STAND DOWN

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE C.J. WATSON ESSAY CONTEST WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE SOUTHERN NEVADA RAPE CRISIS CENTER'S SIGNS OF HOPE COUNSELING CENTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE NEVADA WOMEN'S PHILANTHROPY GROUP

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

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 February 2, 2011

City of Las Vegas

Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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: MARCH 2, 2011

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an amendment to an agreement between the City of Las Vegas and HomeFree Nevada to modify project terms and to subaward $100,000 to continue a Home Performance with ENERGY STAR energy audit and retrofit rebate program as part of the Energy Efficiency and Conservation Block Grant (EECBG) through the American Recovery and Reinvestment Act of 2009 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
On December 16, 2009, the City Council accepted $5,449,200 of the Energy Efficiency and Conservation Block Grant (EECBG) under the American Recovery and Reinvestment Act (ARRA) for energy efficiency education, solar panels, energy efficient retrofits to City facilities and community energy audits and retrofits. On June 16, 2010, the City of Las Vegas and HomeFree Nevada entered into an agreement for the purpose of funding a pilot program to under the Home Performance with ENERGY STAR program and has provided incentives to approved auditors and contractors to complete energy audits and retrofits for homeowners. The proposed amendment, pursuant to Article 2, Section 2.2 and Article 5, Section 5.9, provides additional funds and modifies project terms for the 2011 program year for project completion.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amendment to ARRA Program Agreement
2. Disclosure of Principals

FIRST AMENDMENT TO ARRA PROGRAM AGREEMENT

THIS FIRST AMENDMENT TO ARRA PROGRAM AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and HomeFree Nevada, a Nevada nonprofit corporation ("Subrecipient"). City and Subrecipient individually or collectively referred to herein as the "Party" or "Parties."

RECITALS

WHEREAS, City and Subrecipient entered into an AARA Program Agreement ("Agreement") dated June 16, 2010 for the purposes of engaging Subrecipient to assist City in utilizing funds by providing services to meet one or more of the ARRA Program's objectives; and

WHEREAS, City and Subrecipient desire to amend the Agreement subject to the terms and conditions set forth in this First Amendment; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Subrecipient hereby agree to amend the Agreement as follows:

1.0 Article 2.1 of the Agreement is deleted and replaced in its entirety by the following:

2.1 Contribution of Funds. Subject to the terms of this Agreement, City hereby agrees to grant Two Hundred Thousand Dollars and No Cents ($200,000.00) in EECBG Funds ("Funds") to assist Subrecipient with the costs of providing services to create jobs to create and develop a home performance industry and value of homes during the period from June 16, 2010 through October 26, 2012 as outlined in Exhibit "B", attached hereto and incorporated herein by this reference.

2.0 Article 2.2 of the Agreement is deleted and replaced in its entirety by the following:

2.2 Limitation of Funding. City shall not provide any additional funding beyond the grant of Two Hundred Thousand Dollars and No Cents ($200,000.00) and City shall not be obligated to pay claims beyond that amount, except for any additional funds approved by City's City Council and by a written addendum mutually agreed to by both parties.

3.0 Article 3.2 of the Agreement is deleted and replaced in its entirety by the following:

3.2 Goals, Audit and Retrofit Expenses. The goal of this Project is to establish a community energy audit rebate program in conjunction with Home Performance with EnergyStar which will result in significant energy and carbon reductions and cost savings for the community. Rebates will be granted to homeowners that complete the audit and minimum retrofit according to Subrecipient standards. Subrecipient standards consist of any energy audit, report, retrofit and test-out, to be rebated by Subrecipient according to its determined rebate structure at the conclusion of the retrofit after all paperwork is reviewed

and approved and the homeowner match is received, as detailed in Exhibit A-1, attached hereto and incorporated herein by this reference. Subrecipient's Auditors and Contractors covenant and agree to invoice no more than One Hundred Eighty Thousand Dollars and No Cents ($180,000.00) worth of rebates for performing energy audit and retrofit services.

4.0 Any reference to "Exhibit A" in the Agreement is amended to read "Exhibit A-1."

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

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

IN WITNESS WHEREOF, City and Subrecipient have executed this First Amendment as of the day and year first written above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By John S. Ridilla 2/14/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

HOMEFREE NEVADA

By: _____
Dr. Robert Fielden, President

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**
Name- HomeFree Nevada
Address- 3050 E Flamingo Rd, Las Vegas, NV 89121
Telephone- 702.997.4367
EIN or DUNS- 831625780

Block 2 **Description**
Subject Matter of Contract/Agreement- Subaward to continue implementation of HomeFree Nevada Home Performance with ENERGY STAR Program
RFP#- 1st Amendment of HomeFree Nevada ARRA Agreement

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.	Dr. Robert A Fielden, NCARB, FAIA, President	RAFI Architecture, 155 S. Water Street Ste 220, Henderson, NV 89015	702.435.7234
2.	Rick Damian	City of North Las Vegas, 2200 Civic Center Dr, North Las Vegas, NV 89030	702.633.1532
3.	Tim Farkas	IPFC Group 2867 Grande Valley Dr, Las Vegas, NV 89135	702.544.4098
4.	Doug Kuntz	City of Henderson, 240 Water St, Henderson, NV 89015	702.267.2323
5.	Scot Rutledge	Nevada Conservation League and Education Fund 7473 Lake Mead Blvd, Ste 100, Las Vegas, NV 89128	702.562.8147
6.	Bobbi Sterrett	Southwest Gas 5421 Spring Mountain Rd, Las Vegas, NV 89150	702.364.3309
7.	Kelly Vagianos	NV Energy 6526 Sahara Ave, Las Vegas, NV 89146	702.402.2769
8.	Kevin Dick	Washoe County Health District 1001 E 9th St, Ste A-115 Reno, NV 89520	775.784.7213
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

Robert Fielden, ArchD, FAIA
Name

02/18/11
Date

STATE OF NEVADA
County of Clark

Subscribed and sworn to before me this 18th day of

February, 2011 by Robert A. Fielden.

Bernadette M. Goodemote
Notary Public

BERNADETTE M. GOODEMOTE
Notary Public, State of Nevada
Appointment No. 08-7974-1
My Appt. Expires Oct. 1, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an encroachment request from Next Generation Signs on behalf of Best Fellas, Inc., owner (Las Vegas Boulevard north of Cincinnati Avenue) - Ward 3 (Reese)

Fiscal Impact

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

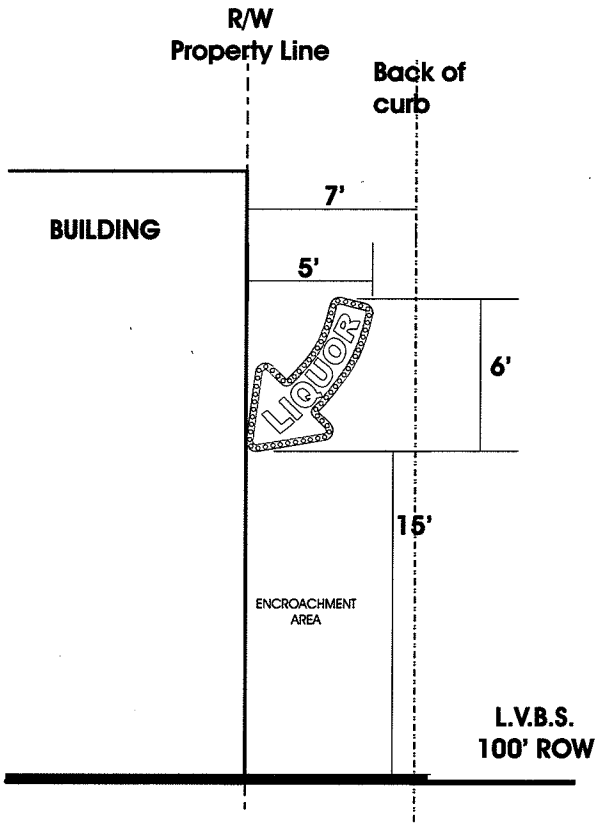
PURPOSE/BACKGROUND:
This request is for a neon blade sign that will be attached to the west side of the building approximately 15 feet above the sidewalk and protrude approximately 5 feet into the public right of way displaying the word "LIQUOR". If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

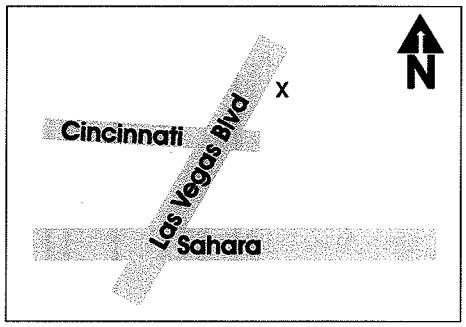
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (Las Vegas Boulevard, north of Cincinnati Avenue)

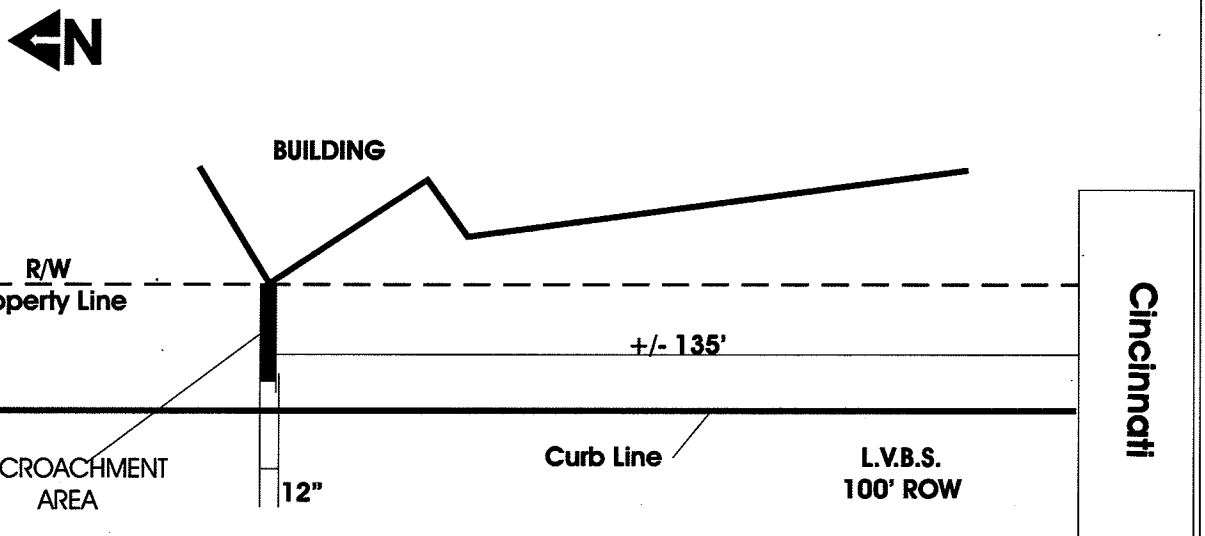
2301 So. Las Vegas Blvd

EXHIBIT "A"





ELEVATION OF SIGN



TOP VIEW OF SIGN

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an agreement to allocate $26,200 Community Development Block Grant (CDBG) funds as part of the Single Family Housing Rehabilitation Program and a contract with Vogl Construction, LLC, for housing rehabilitation work at 4625 Amherst Lane, Georgia Spiros, owner - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $26,200
Funding Source: CDBG
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
Ms. Spiros is a single, elderly homeowner with an annual income of $25,404, which is less than the maximum allowable income for a one member household, per U.S. Department of Housing and Urban Development (HUD), the funding source for this CDBG project, thus qualifying her for a Deferred Loan. Ms. Spiros' home is in need of new dual pane windows throughout, bathroom and kitchen ground fault interrupters (GFCI's), bedroom arc fault interrupters, electric smoke detectors, bathroom ceiling lights, a new water heater, sewer and drain lines clean-out, new kitchen and bathroom WaterSense faucets, new low volume toilets in each bathroom, new ENERGY STAR rated kitchen range and range hood, master bathroom shower and flooring, removal of two trees from the rear yard and trimming of two palm trees in the front yard, hall closet doors and a new mechanical system return.

RECOMMENDATION:
Staff recommends that Council approve the Housing Rehabilitation Contract for this Single Family Residence and the Community Development Block Grant Deferred Loan Agreement, and authorize the Mayor to execute the required agreements upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Community Development Block Grant Deferred Loan Agreement
2. Housing Rehabilitation Contract for Single Family Residence

COMMUNITY DEVELOPMENT BLOCK GRANT
DEFERRED LOAN AGREEMENT

THIS AGREEMENT is made this day of March, 2011, by and between the City of Las Vegas, a municipal corporation within of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (the "City"), and **Georgia Spiros** (the "Owner").

WITNESSETH:

WHEREAS, the City is the recipient of federal funds from the United States Department of Housing and Urban Development ("HUD") under its Community Development Block Grant (CDBG) Program, which funds can be used for the purposes set forth in this Agreement; and

WHEREAS, the City, through its Neighborhood Development Division of the Neighborhood Services Department, instituted a certain Residential Rehabilitation Program (the "Rehab Program" or "Program"), which is funded by the Community Development Block Grant (CDBG) funds received from HUD; and

WHEREAS, the Rehab Program enables an owner of real property located in the City, who has an annual income at or below 80% of area median (See Exhibit "A" of this Agreement) to obtain a deferred loan from the City to assist the owner in making various repairs to his or her personal residence; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as **4625 Amherst Lane, Las Vegas NV 89107** which is legally described in Exhibit "B" attached hereto and incorporated herein as a part of this Agreement (the "Property"); and

WHEREAS, the Owner has an annual income at or below 80% of area median income and desires to have certain Rehabilitation Work (described in Section 2 below) performed on the Owner's home; and

WHEREAS, the City has approved the Owner for a deferred rehabilitation loan in the amount set forth below for the purpose of rehabilitating the Property according to the Scope of Services set forth below.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties do hereby agree as follows:

1. Loan Commitment. The City agrees to provide a deferred loan to the Owner in the amount of **Twenty-three Thousand Eight Hundred Four And 00/100 Dollars ($23,804.00)** (the "CDBG Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work to be completed on the Owner's home, plus administrative fees incurred by the City. If, upon completion of the Rehabilitation Work, the amount actually expended in completing the Rehabilitation Work exceeds the amount of the CDBG Loan set forth in Section 1, the Owner shall be responsible for the additional amount, unless the City agrees to increase the amount of the CDBG Loan. If the City approves the increase, the original amount of

the CDBG Loan together with any increase will become the new amount of the CDBG Loan secured by the Deed of Trust executed pursuant to Section 6 of this Agreement. If requested by the City, the Owner agrees to execute an amendment to this Agreement and, if necessary, an amendment to the Deed of Trust to reflect any increase in the amount of the CDBG Loan. The Director of the Department of Neighborhood Services is authorized to approve an increase provided the increase does not exceed twenty-five percent (25%) of the original amount of the CDBG Loan.

At such time as the Owner has performed or complied with the requirements of this Agreement for the Period of Compliance, the CDBG Loan will convert to a grant, releasing the Owner from any further liability for repayment thereof, and the City will remove its Deed of Trust encumbering the Property as provided in Section 6 of this Agreement.

2. Rehabilitation Work. The CDBG Loan is to be used to pay for the Rehabilitation Work set forth in the Scope of Work, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The City will be responsible for obtaining bids, awarding the contract, overseeing the construction and making payments for the completed work by the contractor. The City agrees to use its best efforts to resolve any concerns the Owner may have regarding the Rehabilitation Work.

If, at anytime during performance of the Rehabilitation Work by the City's contractor, the Owner permits a third party or parties onto the Property to perform any portion of the Rehabilitation Work without prior written approval by the City, the City may declare the Owner to be in immediate breach of this Agreement without allowing for the 15 day remedial period as required pursuant to Section 5. The City shall be entitled to immediately cease any further performance of the Rehabilitation Work by the City's contractor, and to immediately terminate this Agreement without any further obligation on the part of the City. In the event of such termination, the Owner agrees to repay that portion of the CDBG Loan disbursed as of the date of termination and used for the Rehabilitation Work, and the failure of the Owner to make such repayment shall entitle the City to declare the balance of the Promissory Note, and any accrued interest, to be immediately due and payable by the Owner and, if necessary, to proceed to foreclosure on the Deed of Trust given as security for the Promissory Note pursuant to Section 6 of this Agreement.

3. Owner Responsibilities. In consideration for the approval of the CDBG Loan, the Owner agrees to be responsible for the following:

a. To provide the Neighborhood Development Division with verification of Owner's annual household income prior to execution of this Agreement.

b. To provide the Neighborhood Development Division with verification of Owner's ownership and occupancy of the Property.

c. To comply with the following restrictions for the Period of Compliance:

(i) The Property must be used as the Owner's principal home;

(ii) No temporary subleases of the Property are permitted;

(iii) The Owner's interest and ownership must not be sold, conveyed, transferred or any other change in the ownership of the Property; and

(iv) The Owner will make every effort not to lose possession of the Property pursuant to foreclosure or any other proceeding. However, in the event of foreclosure against the Property on any prior lien or encumbrance, the CDBG Loan will automatically convert to a grant and all restrictions contained in this Article 6 and the Deed of Trust will terminate.

4. Term of Agreement. This Agreement shall commence with the execution of this Agreement by the City (which date shall be inserted in the first paragraph above) and continue in force and effect until expiration of the Period of Compliance unless terminated earlier pursuant to Section 5 below. For purposes of this Agreement, the "Period of Compliance" commences on the date that the last disbursement of the CDBG Loan is paid to the contractor for the Rehabilitation Work and continues for a period of five (5) years thereafter.

5. Breach of Agreement. If the Owner fails to perform or comply with any of the provisions of this Agreement, including the restrictions set forth in Section 3(c) above during the Period of Compliance, the City may declare the Owner to be in immediate default of this Agreement, and the CDBG Loan in the full amount provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay the indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the rehabilitated Property.

If the Owner fails to perform or comply with any of the other provisions of this Agreement, and such failure is not remedied after the City has provided the Owner with fifteen (15) days written notice pursuant to Section 11a, the City may declare the Owner in default of this Agreement, and the full amount of the CDBG Loan provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay such indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the Property.

6. Deed of Trust. The Owner agrees to execute the Deed of Trust, substantially in the form of Exhibit "D" attached hereto and incorporated herein as a part of this Agreement, in favor of the City, as Beneficiary, as security for the repayment of the CDBG Loan in the original amount set forth in Section 1, plus any future advances of CDBG funds to the Owner, if the Owner fails to comply with the terms of this Agreement. If the Owner performs or complies with the terms of this Agreement, including the restrictions set forth in Section 3(c) for the Period of Compliance, the City agrees to remove the Deed of Trust which encumbers the Property by executing and recording a Deed of Reconveyance, or causing the same to occur, which conveys the City's interest in the Property to the Owner.

7. Subordination. The City will not subordinate its Deed of Trust as required from the Owner pursuant to Section 6 of this Agreement to any future liens or encumbrances against the Property except (i) to refinance an existing mortgage to a lower interest rate which reduces the monthly payment a minimum of fifty dollars ($50.00) per month, or (ii) to refinance the Property to allow a family member, who is income eligible and would qualify for a CDBG loan, to acquire the Property due to the death of the Owner.

Home equity loans will only be allowed only if the lender is willing to take a subordinate lien position to the CDBG Loan from the City. Bill consolidation loans, higher interest mortgages, reverse mortgages or loans that result in the Owner receiving cash as a result of any increased in

market value of the Property will not be approved for subordination by the City. The City will approve only one request for subordination during the Period of Compliance.

8. Insurance. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of the HOME Program Loan provided to the Owner. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

9. Program Income. Program income, as defined in 24 CFR 570.500 of the CDBG regulations applies to this funding and includes, (i) proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; (ii) proceeds from the disposition of equipment purchased with CDBG funds; (iii) gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of the income; and (iv) interest earned on program income pending its disposition. All program income as defined in this Section must be returned to the City for use to assist low and moderate income households.

10. Compliance with Laws. The parties agree in the performance of this Agreement to comply with all federal, state and local laws, rules and regulations which pertain to the subject matter of this Agreement, including, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds.

b. National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

c. Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

d. 24 CFR Part 35 prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

e. Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. Miscellaneous Provisions

a. **Notices.** Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY:	City of Las Vegas Attention: Director Neighborhood Services Department 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101
OWNER:	**Georgia Spiros** **4625 Amherst Lane** **Las Vegas, NV 89107**

b. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

c. **Time of the Essence.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

d. **No Waiver.** No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

e. **Entire Agreement.** This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

f. **Headings and Interpretation.** Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

g. **Choice of Law.** This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the Sate of Nevada.

h. **Severability.** If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

i. **Attorney's Fees.** In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

j. **Assignment.** This agreement may not be assigned without the written consent of the City.

k. **Right to Review and Audit.** The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owner further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owner or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Owner agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the city of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owner further agrees to

permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

l. **Disclosure of Principals.** Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, **Georgia Spiros** warrants that the Owner has disclosed, on the Certificate Disclosure of Ownership/Principals, Attachment I attached hereto and incorporated herein as a part of this Agreement, all of the persons, including partners of the Owner or anyone else who hold or acquire more than a 1% interest in the Property. Throughout the term of this Agreement, the Owner shall notify the City in writing of any material change in the disclosure set forth in the Certificate of Disclosure within 15 days of any such change.

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

Georgia Spiros

Georgia Spiros, Owner

CITY OF LAS VEGAS

By_____

Oscar B. Goodman, Mayor

ATTEST:

_____

Beverly K. Bridges, MMC, City Clerk

Approved as to form:

Robert S. Sylvain 1-26-11

Deputy City Attorney ~~Date~~

EXHIBIT "A"

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REHAB GRANT INCOME GUIDELINES (Effective May, 2010)

FAMILY SIZE	INCOME NOT TO EXCEED
1	$36,800
2	42,050
3	47,300
4	52,550
5	56,800
6	61,000
7	65,200
8	69,400

U. S. Department of Housing & Urban Development (HUD) Income Limits (March 2008)

EXHIBIT "B"

LEGAL DESCRIPTION

City of Las Vegas
Clark County
State of Nevada

Charleston Heights Tract #14B, Lot 239, Block 8

EXHIBIT "C"

SCOPE OF WORK

(Attach Approved and Signed Bid Document)

City of Las Vegas

Neighborhood Services Department

BID REQUEST FORM

DATE BIDS DUE 1/14/11 DATE BIDS RELEASED 12/23/10

Project Georgia Spiros
4625 Amherst Lane
Las Vegas, NV 89107
Phone: 702-878-6632

The following is hereby submitted as per your request. This bid covers all work and/or specified in the bid documents received for this job.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document, including furnishing of any construct, and complete said Work in accordance with the Contract Documents, for the sum of money:

All labor, materials, services, and equipment necessary for the completion of the Work shown on the Drawings and in the Specifications:

Total Bid Twenty Three Thousand Six Hundred Forty Dollars: ($ 23,640.00)

If awarded the Contract, the Bidder agrees to have on file with the Agency all required documents for verification of licensing, insurance and Occupatiional Safety and Hazards Act (OSHA) complinace. Completion of the project will require 60 calendar days. This proposal is valid for a period of 60 days.

For questions, please contact:
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101
229-2330

Contractor Information
Name: Vogl Construction LLC
Address: 6170 Darby Ave.
City, St, Zip: Las Vegas NV 89146
Phone: 596-6020
State Contractors License Number: 68512 Exp Date: 5-31-2011

All units of measurement are estimates. Contractors shall be responsible for on-site measurements for complete accuracy. Contractor is responsible for site security during contract period. All work shall meet current codes. All bid submittals must be hand delivered or mailed. No faxed bids will be allowed. Contractor shall attend the bid walkthrough. Failure to attend the bid walkthrough will cause the contractor to becocme ineligible to submit a bid. As a representative of the above company, I hereby acknowledge receipt of the bid documents for the rehabilitation activities to be performed at the above address.

Contractor Signature _____ Date 1-12-2011

01 Roofing

Roof

4. 01.04 Install Shingles-Three Dimensional

Furnish and install 30-year three dimensional fiberglass self sealing shingles over 30# felt. Owner to choose color. Provide all new metal drip edge and flashing. Properly seal all roof penetrations with roof mastic. Weight is 235 lbs/square. Tear off of existing roofing system is included. PROVIDE WRITTEN FIVE-YEAR WARRANTY ON WORKMANSHIP TO HOME OWNER. **Abandon turbines.**

Quantity: 2,626.00 SF $ 4200

Roofing Subtotal $ 4200

04 Paint

Bedroom 3

51 04.05 Stain-Kilz

Stain Kilz all specified areas to ensure no bleed through after finish coat has been applied

Quantity: 1.00 EA $ 50

Paint Subtotal $ 50

07 Mechanical

Roof

8. 07.17 Condensation Line
Provide a new condensation line on the mechanical system. Ensure line meets 2006 Universal Mechanical Code relating to material, anchoring, connections, and paint.

Quantity: 1.00 EA $ 50

Hall Closet

20. 07.39 Air Return
Construct a new mechanical system air return in the specified location.

Quantity: 1.00 EA $ 350

House Interior

58. 07.31 Duct Blaster Test
Conduct a duct blaster test on the duct system to ensure leakage is within 5% of the area of the structure. Contractor is responsible to make all adjust to meet the 5% threshold. Provide report to the City of Las Vegas representative. R/R duct system to operate properly. No air in the Master Bathroom.

Quantity: 1.00 EA $ 350

Mechanical Subtotal $ 750

08 Plumbing

Master Bathroom

32. 08.19 Toilet R/R
Remove and replace old toilet with new white U.S. EPA Certified WaterSense unit with 1 or 2 piece 1,000 MaP Flush Performance, 3" flush valve flapper size, ADA with regular or elongated bowl, gravity single-flush max 1.28 Gal. Include new toilet seat and cover. Connect to existing sewer pipe with new bolts and wax ring. Caulk around base of toilet complete. Provide new supply flex line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

Quantity: 1.00 EA $ 300

33. 08.23 Lav Faucet R/R
Provide new U.S. EPA Certified WaterSense single handle washerless lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing; and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/ANSI Standard 61, Section 02. WaterSense label shall remain on the faucet until the inspection has been completed

Quantity: 1.00 EA $ 140

34. 08.24 Lav Supply Lines R/R
Provide new angle stops, flex supply lines and fittings at bath sink. One piece rigid wall escutcheons shall be included.

Quantity: 2.00 EA $ 50

35. 08.25 Lav Drain Lines R/R
Provide new drain lines and trap at bathroom sink. One piece wall escutcheon shall be included.

Quantity: 2.00 EA $ 40

37. 08.32 Install Shower
Furnish and install a vinyl or fiberglass shower stall, drain line, water supply, shower faucets, shower head, glass hinged or sliding shower door.

Quantity: 1.00 EA $ 1400

36. 08.42 Shower Head
Provide and install a new U.S. EPA approved WaterSense style shower head that utilizes a maximum of 2.0 gallons per minute. Leave WaterSense decal on fixture for inspection purposes.

Quantity: 1.00 EA $ 30

Kitchen

12. 08.12 Kitchen Sink Fittings - R/R
Provide new angle stops, flex supply lines and fittings at the kitchen sink. One piece rigid wall escutcheons shall be included.

Quantity: 2.00 EA $ 60

13. 08.13 Kitchen Drain Lines - R/R
Provide new drain lines and trap at the kitchen sink. One piece wall escutcheon shall be included.

Quantity: 1.00 EA $ 40

08 Plumbing continued...

14. 08.75 Kitchen Faucet - R/R

Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing, and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/ANSI Standard 61, Section 92. WaterSense label shall remain on the faucet and the box in which it was packaged shall remain on site until the inspection has been completed by the City of Las Vegas representative.

Quantity: 1.00 EA $ 180

Hall

52. 08.05 Replace Water Heater (electric)

Replace water heater with new U.L. approved 10yr. replacement warranty ENERGY STAR rated, high efficiency (0.67+ AFUE), glass lined, fiberglass, minimum R-7 insulated water heater (match size for size). Reconnect to water lines with new flex connectors and valves **utilizing a loop, U-shape or in line heat trap in the outlet pipe.** Fittings are to be bronze. Install T/P relief valves with 3/4" copper discharge line to exterior of building and pointing down. All plumbing shall meet 2006 Uniform Plumbing Code. Remove/replace as necessary all electrical connections and wiring and install a new electrical disconnect in order to meet 2005 National Electrical Code. Installation shall include new seismic straps, R-5 pipe wrap on the water lines, new bronze ball valve and drip pan. PROVIDE TEN (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**

Quantity: 1.00 EA $ 950

11. 08.41 Plumbing Access Panel

Install a plumbing access panel in the specified location for future plumbing repairs. Remove air filter grille cover and replace with a new solid access panel.

Quantity: 1.00 EA $ 150

53. 08.69 Drip Pan

Provide and install a new drip pan under the water heater.

Quantity: 1.00 EA $ 40

Hall Bathroom

24. 08.19 Toilet R/R

Remove and replace old toilet with new white U.S. EPA Certified WaterSense unit with 1 or 2 piece 1,000 MaP Flush Performance, 3" flush valve flapper size, ADA with regular or elongated bowl, gravity single-flush max 1.28 Gal. Include new toilet seat and cover. Connect to existing sewer pipe with new bolts and wax ring. Caulk around base of toilet complete. Provide new supply flex line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

Quantity: 1.00 EA $ 300

08 Plumbing continued...

25. 08.23 Lav Faucet R/R
Provide new U.S. EPA Certified WaterSense single handle washerless Lavatory faucet. The flow rate of the faucet or faucet accessories shall be tested in accordance with the procedures in ASME A112.18/CSA B125.1 and shall meet the following criteria: The maximum flow rate shall not exceed 1.5 gpm @ a pressure of 60 pounds per square inch (psi) when the water is flowing, and the minimum flow rate shall not be less than 0.8 gpm @ a pressure of 20 pounds per square inch (psi) at the inlet, when the water is flowing. Faucet and faucet accessories must conform to applicable requirements in ASME A112.18.1/CSA B125.1 and NSF/ANSI Standard 61, Section 9Z. WaterSense label shall remain on the faucet until the inspection has been completed

Quantity: 1.00 LA $ 180

26. 08.24 Lav Supply Lines R/R
Provide new angle stops, flex supply lines and fittings at bath sink. One piece rigid wall escutcheons shall be included.

Quantity: 2.00 LA $ 50

27. 08.25 Lav Drain Lines R/R
Provide new drain lines and trap at bathroom sink. One piece wall escutcheon shall be included

Quantity: 1.00 LA $ 90

28. 08.42 Shower Head
Provide and install a new U.S. EPA approved WaterSense style shower head that utilizes a maximum of 2.0 gallons per minute. Leave WaterSense decal on fixture for inspection purposes.

Quantity: 1.00 EA $ 80

House Interior

10. 08.28 Clean-out Drain Line
Snake all interior drain lines. Snake the main line from house to street to ensure removal of any and all obstructions so that lines flow freely. This activity shall be performed by a licensed plumber or a licensed drain cleaning company.

Quantity: 3.00 EA $ 240

Plumbing Subtotal $ 4230

09 Electrical

House Exterior

6. 09.01 R/R Service & Panel
Remove existing electrical service entrance and panel completely. Replace with new main circuit breaker type service in a rain-tight panel box. Surface mount in existing location, reconnect and label all circuits. Ensure that electric service is properly grounded. Install new driven ground rod if needed Install new ground to cold side of water pipe, if required. All workmanship to meet 2005 N.E.C. standards. Contractor shall be responsible for any siding/stucco and painting repairs to the exterior of the structure as a result of the panel box change-out. Contractor shall responsible for performing the load calculations to determine the proper amperage of the new service. Load calculations shall be presented to the City of Las Vegas Building & Safety Department upon request for permit issuance Contractor shall be responsible for ensuring the complete household electrical system operates properly. R/R for all required repairs.

Quantity: 1.00 EA $

5. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2005 N.E.C. Exterior outlets shall have a bubble cover. **Permit Required.**

Quantity: 2.00 EA $ 260

Master Bedroom

44. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. **Permit Required.**

Quantity: 1.00 EA $ 400

43. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per 2005 National Electric Code. **Permit Required.**

Quantity: 1.00 EA $ 100

Kitchen

18. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required.**

Quantity: 3.00 EA $ 300

Hall Bathroom

29. 09.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required.**

Quantity: 1.00 EA $ 100

54. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated insulated ceiling air tight (ICAT)light fixture of similar style complete with ENERGY STAR rated heat bulb at existing location. Any drywall patching and painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Quantity: 1.00 EA $ 180

09 Electrical continued...

Bedroom 2

47. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. Permit Required.

Quantity: 1.00 EA $ 150

48. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per 2005 National Electric Code. Permit Required.

Quantity: 1.00 EA $ 180

Bedroom 3

50. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms. Permit Required.

Quantity: 1.00 EA $ 150

49. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per 2005 National Electric Code. Permit Required.

Quantity: 1.00 EA $ 180

Electrical Subtotal $ 1530

10 Windows

Master Bedroom

45. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of 0.3 and a SHGC (solar heat gain coefficient) of 0.3. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window opening per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA $ 650

Master Bathroom

42. 10.02 Replace Bathroom Window

Remove bathroom window and replace with a new vinyl clad, dual glazed, obscure glass replacement window in the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary.

Quantity: 1.00 EA $ 400

Kitchen

19. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of 0.3 and a SHGC (solar heat gain coefficient) of 0.3.. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA $ 500

Living Room

22. 10.17 Sliding Glass Door

Furnish and install a new 6' X 6'8" vinyl clad,dual pane low-e sliding glass door complete with screen and all hardware. Sliding glass door to have a minimum U-value of .3 and a SHGC (solar heat gain coefficient) of .3. Ensure sliding glass door is properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicting window size and location for permit issuance, if required.

Quantity: 1.00 EA $ 1250

Dining Room

10 Windows continued...

23 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U Value of 0.3 and a SHGC (solar heat gain coefficient) of 0.3 New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window opening per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA $ 450

Bedroom 2

46. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U Value of 0.3 and a SHGC (solar heat gain coefficient) of 0.3 New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window opening per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA $ 450

Laundry Area

57. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of 0.3 and a SHGC (solar heat gain coefficient) of 0.3. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA $ 420

Windows Subtotal $ 1320

11 Doors

Master Bedroom

9. 11.39 Attic Access
Construct a new attic access panel of 1/2" melamine to fit the existing opening. Insulate the attic access with 6" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. Ensure trim/support is properly secured to the ceiling joists. R/R as needed. Paint to match existing for a finished product.

Quantity: 1.00 LA $ 140

Hall Closet

21. 11.19 Closet Door -Bifold
Furnish and install hollow core, hardboard closet doors, complete with all track and hardware as applicable for the type of door installed. Doors shall be installed level and plumb. Adjust doors as necessary to ensure ease of operation.

Quantity: 1.00 EA $ 250

Living Room

7. 11.01 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" raised 6 panel, metal clad, R-4 insulated door with 1/2 crescent window at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset and a 1600 vision security peephole. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.

Quantity: 1.00 EA $ 600

Laundry Area

56. 11.01 Exterior Door R/R (Metal)
Furnish and install a new 3'-0" X 6'-8" x 1-3/4" metal clad, R-4 insulated door, at specified location. Installation to include weather-stripping, threshold, doorsweep, deadbolt, entry lockset. Deadbolt and entry lockset to be keyed alike. Provide interior casing and exterior trim for finished look.

Quantity: 1.00 EA $ 500

Doors Subtotal $ 1780

15 Cabinets

Kitchen

17. 15.02 Install Kitchen Cabinets
Adjust, as necessary, the countertop and cabinetry on the right side of the range after the new range has been installed

Quantity: 2.00 EA $ 240

Cabinets Subtotal $ 240

16 Appliances

Kitchen

15 16.01 Install Range

Furnish and install new 30" (to fit existing opening) ENERGY STAR rated continuous-clean freestanding range. Contractor is responsible to provide connections as necessary. Provide WARRANTY to Home Owner. Color to be white or almond. Gas units are exempt from the ENERGY STAR rating.

Quantity: 1.00 EA $ 850

16 16.04 Install Range Hood

Furnish and install new ENERGY STAR rated range hood with integral minimum 2 speed fan control and light switched separately, capable of a minimum 150 cfm/maximum 500 cfm at a maximum of 2 sones with outside ventilation via round, rigid ducting from the hood through the roof or wall, capped with a functional back draft. Properly seal wall or roof penetration. All ducting to be sealed with mastic, no tape. Contractor is responsible to provide electrical connections as necessary.

Quantity: 1.00 EA $ 220

Appliances Subtotal $ 1070

17 Flooring

Master Bathroom

39 17.01 Remove Flooring
Remove and properly dispose of flooring to bare concrete or wood

Quantity: 51.00 SI $ 100

41. 17.07 Install Wood Base
Furnish and install wood base at specified areas. Base to be 4". Paint with a 10 year quality semi gloss low volatile organic compound (VOC) paint (<50 grams/liter of VOC)

Quantity: 25.00 LI $ 120

40. 17.13 Install Vinyl Floor Covering
Provide and install sheet goods with a minimum of seams per manufacturer's recommendation. Caulk edges of vinyl with clear silicone caulk to form a positive seal. Include metal edge strips at openings and base around perimeter. contractor shall be responsible for the removal and replacement of major furniture and appliances. Minimum 10 year, no rip warranty. Removal of existing flooring is included

Quantity: 51.00 SI $ 300

Flooring Subtotal $ 520

21 Yard

Yard

1. 21.03 Trim bushes/trees
Trim bushes and trees against dwelling or where encroaching on fences, walls, etc. Remove pruning debris from premises. Palm trees in front yard.

Quantity: 2.00 EA $ 1100

2. 21.10 Cut Down Trees
Cut down the trees in the specified location. Haul away all wood and debris. Mulch the tree stumps. Rear yard.

Quantity: 2.00 EA $ 800

Yard Subtotal $ 2400

N0 Electrical

Master Bathroom

31 N09.02.02 GFCI Receptacles
Install Ground Fault Circuit Interrupters (GFCI's) in all locations as required per 2005 N.E.C. All Kitchen, Bathroom and exterior outlets shall be GFCI protected. Exterior outlets shall have a bubble cover. **Permit Required.**

Quantity: 1.00 EA $ 100

30 N09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated insulated ceiling air tight (ICAT)light fixture of similar style complete with ENERGY STAR rated heat bulb at existing location in specified rooms. Drywall patching and touch-up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Quantity: 1.00 EA $ 180

38 N09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated insulated ceiling air tight (ICAT)light fixture of similar style complete with ENERGY STAR rated heat bulb at existing location in specified rooms. Drywall patching and touch-up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative.

Quantity: 1.00 EA $ 180

Subtotal $ 460

N1 Permits/Plans

55 N19.01 Permits/Plans

Contractor is responsible in providing all permits/plans required by the City of Las Vegas Building and Safety Department. Contractor shall provide all plans as required.

Quantity: 1.00 LS $ 1650

Permits/Plans Subtotal $ 1650

Item	Addendum
38	Interior Light R/R Furnish and install new ENERGY STAR rated insulated ceiling air light (ICAT)light fixture of similar style complete with ENERGY STAR rated heat bulb at existing location in specified rooms. Drywall patching and touch up painting is included for a professional finished product. The packing box of the fixture is to be retained on site for inspection by the City of Las Vegas representative. **Change to Hall Bathroom.** $

Total Cost of Addendum Items $ 750

THE CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM

Edie King

Housing Rehabilitation Specialist

January 6, 2011

Date

EXHIBIT "D"

APN: 139-31-211-030

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
Attn: Erik King
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX STATEMENT TO:

Georgia Spiros
4625 Amherst Lane
Las Vegas, NV 89107

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2011 Georgia Spiros, who resides at 4625 Amherst Lane, Las Vegas, NV 89107, herein called the "Trustor," and the City of Las Vegas, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called the "Trustee" and/or "Beneficiary," depending on the context of the provision of this Deed of Trust.

WITNESSETH:

WHEREAS, the Trustor and Beneficiary have entered into an agreement entitled, to-wit: Community Development Block Grant Single Family Rehabilitation Program Deferred Loan Agreement, dated _____ (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Trustor has received as a deferred loan the Community Development Block Grant (CDBG) funding in the amount of **$23,804.00** from Beneficiary and has agreed to faithfully perform certain obligations thereunder or repay the CDBG Loan in accordance with the provision of the Agreement; and

WHEREAS, this Deed of Trust is intended to secure the faithful performance by the Trustor of the terms of the Agreement, including the repayment of the CDBG loan in the original aforementioned amount and any increases thereto or future advances approved by the Beneficiaries (collectively herein the "CDBG Loan") if the Trustor fails to perform as required therein.

NOW, THEREFORE, for the purpose of securing each obligation of the Trustor contained herein and in the Agreement, the Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to the Trustee in trust, WITH POWER OF SALE, that certain property (the

"Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as follows:

See Attachment "A," attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, the Trustor shall comply with the terms of the Agreement, including the repayment of the CDBG Loan, if the Trustor is found to be in default of the terms contained therein. This Deed of Trust is intended to secure the original loan of CDBG.

The Trustee and Beneficiary acknowledge that the Property may be encumbered by a deed of trust (the "First Deed of Trust") for the Property, which is recorded in the official records of the Clark County Recorder's Office, prior to recordation of this Deed of Trust. Trustee and Beneficiary acknowledge and agree that this Deed of Trust and the rights of Trustee and Beneficiary hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to the rights and remedies of the Beneficiary and Trustee under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust. Except under the circumstances described in the Agreement between the Trustor and Beneficiary, this Deed of Trust will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

Notwithstanding the right of Beneficiary to the Property under this Deed of Trust, the Trustor agrees to repay to the CDBG Loan to the Beneficiary if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through sale or other circumstances (excluding foreclosure) Trustor loses legal possession of the Property. If the Trustor loses possession and/or ownership of the Property as a result of foreclosure, the CDBG Loan will convert to a grant, and the Trustor will be released from any further liability. The Beneficiary will reconvey to the Trustor or assigns, all of its interest in the Property.

So long as the Trustor performs its obligations to the Beneficiary under the Agreement, the Trustor will be released from any further obligation thereunder, including the obligation to repay the CDBG Loan, five (5) years from the date of final disbursement of the CDBG Loan used for the rehabilitation of the Property. The Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all of its interest in the Property hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

The Trustor also agrees and acknowledges that a Request for Notice may be recorded by the Trustee and/or Beneficiary upon the recordation of this Deed of Trust.

By execution and delivery of this Deed of Trust, Trustor agrees that provisions (1) to (17), inclusive, of the Deed of Trust recorded in Book 730, as Document No. 586593, of the official records of the Clark County Recorder's Office are hereby adopted and incorporated herein as a part hereof. The Trustor agrees to observe and perform the provisions of the

incorporated document, and that the references to property, obligations and parties in the incorporated provisions shall be construed to refer to the Property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default, Notice of Sale, or Notice of Lien given hereunder be mailed to the Trustor at the following address:

Georgia Spiros
4625 Amherst Lane
Las Vegas, NV 89107

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust this _____ day of _____, 2011.

TRUSTOR:

BY:_____
Georgia Spiros

State of Nevada)
}SS
County of Clark)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said county and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that ___ executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

ATTACHMENT "A"

LEGAL DESCRIPTION

Charleston Heights Tract #14B, Lot 239, Block 8

HOUSING REHABILITATION CONTRACT FOR SINGLE FAMILY RESIDENCE

(CDBG Funded Contract)

This Housing Rehabilitation Contract (the "Contract") is made and entered into this day of **March, 2011**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101, and **Vogl Construction LLC** (the "Contractor"), located at **6170 Darby Avenue, Las Vegas, NV 89146**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Community Development Block Grant Program (the "CDBG Program") under Title I of the Housing and Community Development Act of 1974, P. L. 93-383 as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the CDBG Program, has created the Single Family Residential Rehabilitation Program which utilizes CDBG funding to meet one (or more) of the three broad National Objectives of the CDBG Program, which is defined in 24 CFR Part 570.208 as follows:

1. To benefit low- and moderate-income persons,

2. To aid in the prevention or elimination of slum or blight,

3. To meet community development needs having a particular urgency;

WHEREAS, the City has entered into a deferred loan agreement with (the "Homeowner"), which will provide funds under the CDBG Program for the purpose of rehabilitating the Homeowner's residential home, and thereby helping the City to achieve one or more of the National Objectives of the CDBG Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the Homeowner who has qualified for funding under the Rehabilitation Program; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. Scope of Work. The Contractor, shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to (i) complete the Work which is described in Exhibit "A" attached hereto and incorporated herein; and (ii) otherwise comply with the requirements of this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit any required shop drawings and samples for approval by the City.

SECTION 2. Project Site.

2.01 Location. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **4625, Amherst Lane, Las Vegas, NV, 89107** (the "Project Site").

2.02 Responsibility for Protection and Security of the Work and Project Site. The Contractor is responsible for protecting and securing at all times the Work and the Project Site, from the risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage), and the Contractor assumes that responsibility regardless of whether or not the City has required the Contractor to purchase any insurance (such as Builder Risk Insurance) which would have protected the interest of the Contractor. The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the Contractor, Homeowner or any other person. The Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the City and the Homeowner on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

2.03 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. The Contractor shall take all reasonable precautions for the safety of all employees on the Project Site and all other persons who may be affected thereby.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the Homeowner and the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

SECTION 3. Period of Performance. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance under this Contract, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **45** business days of the date of issuance of the Notice to Proceed, unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work.

SECTION 4. Compensation. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Twenty-three Thousand Six Hundred Forty And 00/100 Dollars ($23,640.00)** (the "Contract Sum") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

Payment will be made to the Contractor only after the occurrence of the following conditions:

a. The Work has been inspected and approved by the Building and Safety Department of the City and the Housing Rehabilitation Specialist.

b. A Notice of Completion, as provided by the City, has been recorded by the Contractor in the official records of the Clark County Recorders Office, a copy of such recorded Notice has been provided to the City, and 30 days has transpired since such recordation The Contractor agrees to provide the City with an executed Notice of Completion within 5 days following approval of the Work by the Building and Safety Department, as evidenced by the approved final inspection card which is to be submitted by the Contractor to the City.

c. The Housing Rehabilitation Specialist has been provided with a waiver of the right to file a lien against the Project Site, or a release of such liens as may have been filed, from any and all subcontractors or workman used in the performance of the Work, which is in a form satisfactory to the Housing Rehabilitation Specialist.

d. The Contractor, Homeowner, and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work as completed by the Contractor.

In lieu providing the necessary waiver or release of liens required herein as condition to payment, if the Contract Amount is for $1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the Homeowner and/or the City against any and all claims and/or liens which may be filed against the Homeowner or the Project Site by any and all laborers or suppliers who may have a right to file such lien.

SECTION 5. Warranty. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after filing of the Notice of Completion by the City, whichever is longer.

SECTION 6. Changes in the Work.

6.01 Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Agreement, and any changes so made in the amount of Work involved, or any other parts of this Agreement, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 11.

6.02 Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order therefor has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order thereof from the City, the Contractor shall be deemed to have waived any claim for extra compensation therefor, regardless of any written or verbal protests or claims by the Contractor.

6.03 Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

SECTION 7 Insurance.

7.01 Required Insurance. Prior to starting Work, and for the period of this Contract, the Contractor shall procure and maintain in force and effect Workers' Compensation Insurance, with the State of Nevada or Employers' Liability Insurance, Comprehensive General Liability Insurance (with contractual coverage) and Automobile Liability Insurance.

7.02 Minimum Insurance Limits. The Contractor's Comprehensive General and Automobile Liability Insurance, as required by Paragraph 7.1 shall be written for not less than the following limits of liability:

a.	Comprehensive General Liability			
	1.	Bodily Injury	$ 1,000,000	Each Occurrence
				(Completed Operations)
			$ 2,000,000	Aggregate
	2.	Property Damage	$ 500,000	Each Occurrence
			$ 500,000	Aggregate

b. Comprehensive Automobile Liability

1.	Bodily Injury	$ 1,000,000	Each Person
		$ 2,000,000	Aggregate
2.	Property Damage	$ 500,000	Each Occurrence
		$ 500,000	Aggregate

c. Workman's Compensation in the minimum amounts as required by law.

7.03 Notice of Cancellation. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to the City. Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of Work.

SECTION 8 Indemnification. In addition to insurance requirement set forth in Section 7, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The Owner may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor 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 Contractor.

SECTION 9 Breach and Remedies. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work or (iv) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled at its option, to any or all of the following: 1. Terminate this Contract, and/or (2) Provide such labor, materials and equipment or perform such additional and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the deficiency, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 10 Termination for Convenience. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 12.08. In the event of such termination pursuant to this Section, the Contractor shall be

entitled to recover for the labor expenses incurred as of the effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 11 Disputes. All claims, disputes and other matters in question arising out of, or relating to, this Subcontract or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This Contract to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

SECTION 12 Miscellaneous Provisions.

12.01 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

12.02 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

12.03 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

12.04 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

12.05 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, or that is based thereon, the prevailing party shall be entitled to reasonable attorney's fees to be paid to the prevailing party which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

12.06 Residential Construction Recovery Fund. NRS 624.520 requires all contractors who engage in residential construction to provide the Homeowner(s) with the Residential Recovery Fund disclosure in writing. Payment may be available from the Recovery Fund if the home is damaged financially by a project performed on the Homeowner's residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state.

12.07 Disclosures. NRS 624.600 requires disclosures by the general building contractor. A general building contractor shall provide in writing to the Homeowner of a single-family residence where he has contracted to perform work:

a. The name, license number, business address and telephone number of:

(1) All subcontractors with whom he has contracted on the project; and

(2) All persons who furnish materials of the value of $500 or more to be used on the project.

b. A notice that a person described in subsection (a) may record a notice of lien upon the residence of the owner and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.

c. An informational form, whose contents must be prescribed by the Board, regarding:

(1) Contractors pursuant to chapter 624 of NRS; and

(2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

12.08 Notices. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City:
City of Las Vegas
Director of Neighborhood Services
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

To the Contractor:
Vogl Construction LLC
6170 Darby Avenue
Las Vegas, NV 89146

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Contractor.

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

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

CONTRACTOR: Vogl Construction LLC

By: _____
Representative

Contractor Information:

Project Manager:	**Jeff Vogl**
Address:	**6170 Darby Avenue**
	Las Vegas, NV 89146
Phone:	**702-596-6020**
NV CONTRACTOR License Number:	**68512**

Approved as to form:

Robert S. Genzer 1-24-07
~~Date~~ Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to allocate $2,500,000 in Community Development Block Grant (CDBG) Construction funds to support construction costs for Legal Aid Center of Southern Nevada located at 800 South 8th Street - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,500,000
Funding Source: CDBG
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
Legal Aid Center of Southern Nevada provides vitally needed legal assistance to abused and neglected children, victims of domestic violence, and other low income individuals who are losing their home, cars, or life savings as a result of fraud. The use of this city allocation of CDBG funds will assist Legal Aid Center in leveraging Clark County CDBG funds, as well as other private funds for the construction of a new facility that will serve the Greater Las Vegas community for decades to come. The location for this new building and the low income citizens served by the Legal Aid Center meet a HUD National Objective making this project eligible for CDBG funding.

RECOMMENDATION:
Staff recommends that the City Council approve the allocation of CDBG funds to support the construction costs and authorize the Mayor to execute any and all related agreements and documents required for the project, following approval as to form by the City Attorney.

Economic and Urban Development shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Economic and Urban Development.

BACKUP DOCUMENTATION:
1. CDBG Agreement
2. Grant Application

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND

_____
(CDBG Construction Grant)

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 by and between the City of Las Vegas (the "City"), a municipal corporation of the State of Nevada, and _____ (the "Subrecipient"), a Nevada nonprofit corporation, duly organized under the laws of the State of Nevada, whose primary business office is located at _____ Las Vegas, Nevada.

WITNESSETH

WHEREAS, the City has entered into an agreement (the "Grant Agreement") with the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant Program (the "CDBG Program") under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD- approved Consolidated Plan for the City; and

WHEREAS, the City, as the recipient of CDBG funds from HUD pursuant to the Grant Agreement, is responsible for selecting those projects or programs which it has determined will meet one or more of the National Objectives defined in 24 CFR 570.208, and which are eligible for funding under the CDBG Program; and

WHEREAS, the Subrecipient has submitted a request to the City for funding under the CDBG Program of the Project more fully described below; and

WHEREAS, after reviewing the request, the City has determined that the Project qualifies for funding under the CDBG Program because it will be used to meet one or more of the three broad National Objectives defined in 24 CFR 570.208.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

SECTION I GRANT OF CDBG FUNDS

Subject to the conditions and requirements set forth in this Agreement, the City agrees to provide a grant of CDBG funds to the Subrecipient in an amount not to exceed $_____($_____)(the "CDBG Funds"), which is to be used solely for purposes of the Project. The Project is described in the Project Description and Requirements, Exhibit "A" attached hereto and incorporated herein as a part of this Agreement. The total amount to be provided by the City to the Subrecipient shall not exceed the amount of CDBG Funds set forth herein, unless the City has agreed to amend this Agreement.

The CDBG Funds are to use to reimburse the Subrecipient for Project eligible expenses incurred in connection with construction of the Project. The Project eligible expenses are set forth in the Project Budget, Exhibit "G" attached hereto and incorporated herein as a part of this Agreement. The Subrecipient hereby agrees that the CDBG Funds will be used to supplement rather than supplant funds otherwise available to the Subrecipient for the Program.

The City shall not be obligated to provide any of the CBBG Funds to the Subrecipient if the CDBG Program funds to be used for the Project are not received from HUD. Furthermore, if the CDBG Program funds received from HUD are insufficient to cover the grant of CDBG Funds to the Subrecipient under this Agreement, the City shall be entitled to prorate the payment of the CDBG Funds to the Subrecipient, which prorated amount shall be determined City in its sole discretion.

SECTION II SUBRECIPIENT RESPONSIBILITIES

In consideration of the grant of the CDBG Funds set forth in Section I above, the Subrecipient agrees to construct the Project, which will be used purposes of _____for the Period of Compliance set forth in the Project Description and Requirements. The Subrecipient agrees that the Project as constructed will comply with the concept drawing shown in the Project Rendering, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. In constructing the Project, the Subrecipient agrees to comply with the rules and regulations enacted by HUD for the CDBG Program, the requirements of the City's CDBG Program Manual and the requirements set forth in this Agreement.

SECTION III TERM OF AGREEMENT

This Agreement shall commence with the execution by the City (which date shall be inserted into the first paragraph above) and shall continue in force and effect until expiration of the Period of Compliance set forth in the Project Description and Requirements. The Subrecipient agrees to submit all of the Project eligible expenses by the following deadline, to wit: Sixty (60) days after the receiving the Certificate of Occupancy for the Project from the City. The Project eligible expenses incurred by the Subrecipient before commencement of this Agreement, or after the aforementioned submission deadline, are not entitled to reimbursement under this Agreement, unless approved in writing by the Director of the Economic and Urban Development Department. Any costs incurred prior to the execution of this Agreement which is submitted for reimbursement by the City must comply with the requirements of 24 CFR 570.200(h)(1)(i-vi).

The Subrecipient agrees that the Project shall proceed according to the timelines set forth in the Schedule of Performance, Exhibit "E" attached hereto and incorporated herein as a part of this Agreement, and to complete the Project on or before _____, unless an extension in writing has been granted by the Director of the Department of Economic and Urban Development.

SECTION IV CITY GENERAL CONDITIONS

A. COMPLIANCE WITH THE SUBRECIPIENT PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS.

The Subrecipient agrees to abide with the requirements, policies, regulations and criteria as specified in the CDBG Program Manual prepared by the Neighborhood Services Division of the Department of Economic and Urban Development, a copy of which the Subrecipient hereby acknowledges possession thereof. The Subrecipient shall obtain the necessary federal, state, and local permits and licenses required to construct the Project. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws including, without limitation, compliance with federal and state prevailing wage rates as may be applicable to the Project. The failure to abide by any of the above may result in forfeiture of all or a portion of the CDBG Funds provided to the Subrecipient under this Agreement.

B. SUBRECIPIENT ACTING AS INDEPENDENT CONTRACTOR

The Subrecipient has requested financial support from the City to enable it to construct the Project which will be used by the Subrecipient to provide the services contemplated herein in connection therewith. The City shall have no relationship whatsoever with the Project, or the services contemplated herein, except for providing financial support and determining if the Subrecipient is in compliance with the requirements of this Agreement. In any and all events, the Subrecipient is acting as an independent contractor, and the construction of the Project, and the services contemplated herein provided by the Subrecipient, shall be rendered at the time, in the manner and under the circumstances determined solely and exclusively by the Subrecipient, subject only to review by the Director of the Department of Economic and Urban Development of the City, or the Director's designee, to assure continuing eligibility to receive the CDBG Funds.

C. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all, damages, claims, suits, liens, judgments or other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include the payment of reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this provision.

D. ON-SITE MONITORING AND AUDIT OF RECORDS

The Project funded under this Agreement will be subject to on-site monitoring by duly authorized representatives of the City including, without limitation, City-contracted independent auditors, representatives of HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Project. The representatives may, on occasion, interview Project employees who volunteer to be interviewed by the City representatives.

The Subrecipient shall allow duly authorized representatives from the City to conduct such reviews, audits, and on-site monitoring of the Project as deemed appropriate in order to determine the following:

1. Whether the Project is being operated in a manner consistent with the Consolidated Plan approved by HUD;
2. Whether the national and primary objectives of the CDBG Program are being achieved by the Project;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the CDBG Program;
5. Whether the financial operations of the Project are being conducted properly;
6. Whether the periodic reports to the City concerning the Project contain accurate and reliable information; and
7. Whether all of the activities of the Project are being conducted in compliance with applicable federal, state and local laws and regulations and the requirements of this Agreement.

E. MAINTENANCE OF RECORDS

The Subrecipient agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement according to the requirements of HUD, the City, and in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

F. RIGHT TO REVIEW AND AUDIT

The Subrecipient agrees to permit the City or its designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any

information that the City desires concerning the Subrecipient's operation of the Program. The Subrecipient further understands and agrees that the inspection and audit would be exercised upon written notice to the Subrecipient. If the Subrecipient records or books are not located within Clark County Nevada, Subrecipient agrees to deliver the records or to the address within the City of Las Vegas designated by the City. If the City or the its designated representative(s) finds that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all of the records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

G. INSURANCE

1. Required Coverage. The Subrecipient shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Subrecipient and the City from potential Subrecipient employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the Subrecipient's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement. The Subrecipient shall maintain coverage for the duration of this Agreement. The Subrecipient shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met.

2. Certificates of Insurance. The City, its officers and employees, shall be named as an additional insured party, under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the insurance carrier. The certificate, and any endorsements, is to be signed by a person authorized by that insurer and licensed by the State of Nevada.

3. Insurance Company Rating. The 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 adequacy of the insurance supplied by the Subrecipient, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A-VII" or higher.

4. Deductible. 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.

5. Notice of Cancellation. The Subrecipient and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

6. Lapse of Insurance. If the Subrecipient fails to carry the insurance required herein, the City shall have the option, without any obligation to do so, to (i) declare a material breach of this Agreement (ii) purchase replacement insurance and charge the costs thereof to the Subrecipient, or pay the premiums that are due under the existing policies in order that such policies may be maintained.

7. Primary Coverage. The insurance policies required herein shall be the primary coverage with respect to the City, its officer or employees. Any other insurance coverage available to the City, its officers and employees, shall be considered coverage in excess to that required of the Subrecipient, and shall not contribute with it.

H. IRS REGULATIONS

The Subrecipient agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

I. LIMIT ON ASSIGNMENT OF INTEREST

The Subrecipient may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding of the Program, or any part thereof, as determined by the City.

J. AGREEMENT REVISIONS

Any change in the Project as described in the Project Description and Requirements must be in accordance with the CDBG Program rules and regulations, and made by a written amendment to this Agreement, which is signed by the Subrecipient and (i) by the Mayor (with City Council approval) if the change involves an increase in the CDBG Funds of $25,000 or more, or (ii) by the Director of the Department of Economic and Urban Development, or the Director's designee, if the change only involves an increase in the CDBG Funds in an amount less than $25,000. In addition, the Director of Neighborhood Services Department is authorized to sign amendments which amend or revise the Agreement provided the amendment or

revision is without any funding impact. Any such change to this Agreement must not jeopardize the CDBG Program funding to the City.

K. GROUNDBREAKING/GRAND OPENING EVENTS

The Subrecipient agrees to be responsible for all costs incurred for groundbreaking and grand opening ceremonies for the Project. In addition, the Subrecipient agrees to coordinate any ceremonial events concerning the Project with the City including, without limitation, review and approval of the date selected for the groundbreaking, the invitations, the invitation list, the press release, and the program for the groundbreaking. The City will be responsible for scheduling the event with City-elected officials.

L. AGREEMENT TO DEVELOPMENT CONDITIONS

The Subrecipient agrees to comply with any and all development conditions imposed or established by the City Council, the City Planning Commission, the City Board of Zoning Adjustment, and by the City Planning Department, as may be stated in the Project Description and Requirements. If necessary, the City reserves the right to amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

SECTION V FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE

The Subrecipient agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Subrecipient further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME (24 CFR 570.500, 570.504)

For purposes of this Agreement, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

2. Proceeds from the disposition of equipment purchased with CDBG funds;

3. Gross income from the use or rental of real or personal property acquired by Subrecipient with CDBG funds, less costs incidental to generation of the income;

4. Gross income from the use or rental of real property, owned by Subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and

6. Interest earned on program income pending its disposition.

The Subrecipient agrees that any Program Income generated by the Project shall be subject to the provisions of this Section and applicable federal law rules and regulations. Program Income shall be recorded separately and returned to the City for disposition. Upon approval by the City, Program Income may be retained by Subrecipient provided that written notification is given by the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income may be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24)

The Subrecipient shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that the Subrecipient will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL (24 CFR 570.600)

The Subrecipient agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. CIVIL RIGHTS ACT OF 1964(24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) EXECUTIVE ORDER 11063(24 CFR 570.601)

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Subrecipient

to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602), AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. LABOR STANDARDS AND DAVIS BACON ACT (24 CFR 570.603)

Section 110(a) of the Labor Standards Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and the Davis Bacon Act also apply to federally funded projects, and contractors or subcontractors performing construction work on the Project shall be paid wages at rates not less than those prevailing on similar construction projects in the locality determined by the Secretary of Labor in accordance with the requirements of the Davis-Bacon Act, as amended.

5. ENVIRONMENTAL STANDARDS (24 CFR 570.604)

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

6. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605)

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

7. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING (24 CFR 570.606)

The Subrecipient shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607)

The Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

9. LEAD-BASED PAINT (24 CFR 570.608)

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS (24 CFR 570.609)

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610)

The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions." Such audits shall be conducted annually. The Subrecipient shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements," implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" or the related CDBG provisions.

12. CONFLICT OF INTEREST (24 CFR 570.611)

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial

interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

13. LIMITED ENGLISH PROFICIENCY (LEP)

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and title vi provisions as a condition of receiving federal funds. The failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI of the Civil Rights Act involving protections to persons based upon national origin.

E. DRUG-FREE WORKPLACE

As a condition to receiving the CDBG Funds, the Subrecipient agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Subrecipient shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

F. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City the CDBG Funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

G. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

H. AMERICANS WITH DISABILITIES ACT

The Subrecipient agrees to comply fully with any and all provisions of the Americans with Disabilities Act (herein "ADA") as applicable to the Subrecipient and the activities to be performed by Subrecipient under this Agreement. If employing more than fifteen (15) employees, the Subrecipient agrees to comply fully with Title I of ADA as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Subrecipient agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Subrecipient agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

I. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations." This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003. The Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds conduct an OMB A-133 audit.

Any agency that expends between $200,000 and $499,999, inclusive, in federal funds will be required to have a CPA Audited Financial Statement submitted to the CITY. The funds expended may be from one or multiple federal sources.

If the Subrecipient falls under the requirements of OMB A-133 Auditing Rules, the Subrecipient must submit a full and complete copy of such audits to the Neighborhood Services Division of the Department Economic and Urban Development. The Subrecipient is responsible for ensuring that such audits are completed in a proper and timely manner. The failure to submit a copy of the A-133 Audit as required herein will render the Subrecipient as non-compliant, and no funds may be drawn until the Neighborhood Services Division has received and reviewed the copy of the audit. The Subrecipient is directed to the CDBG Program Manual for further guidance on the requirements of this Section.

J. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget OMB Circular A-87, "Cost Principles of State and Local Governments", and OMB Circular "A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations", the following shall apply:

1. Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2. Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3. Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. The Subrecipient will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Subrecipient with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4. When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Subrecipient may retain such funds provided that Subrecipient notifies the City in writing and that the Subrecipient uses such funds for the exclusive benefit of the Program.

5. Pursuant to 24 CFR Part 570.503, the Subrecipient must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the National Objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the City. If not used as such, the Subrecipient must dispose of such real property in a manner which results in the reimbursement of the City for the amount of the current fair market value of the property less the portion of the current market value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

SECTION VI MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. ENFORCEMENT REMEDIES

The Subrecipient agrees that this Agreement is subject to the federal enforcement procedures identified in 24 CFR Part 84.62. The remedies available to the City for noncompliance with any of the terms, conditions or obligations of this Agreement shall include, but are not limited to, the following:

1. Temporary withholding of cash payments pending correction of the deficiency by the Subrecipient or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,

2. Disallowance (such as denying the use of the CDBG funds) for all or part of the cost of the activity or action not in compliance,

3. Whole or partial suspension of the current funding award for the Project,

4. Termination of this Agreement, and recover or recapture all or a portion of the CDBG Funds provided to the Subrecipient,

5. Withholding of further funding or awards for the Project, or

6. Adoption of other remedies that may be legally available.

The City reserves the right to set the terms and conditions for suspension or termination of this Agreement, and/or the CDBG funding provided hereunder, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance by the Subrecipient. Any notice of termination for noncompliance shall be given to the Subrecipient no less than ten (10) days before the effective date of such termination and sent to the address in the introduction paragraph of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

D. NOTIFICATION OF AGENCY CHANGES

The Subrecipient must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Subrecipient.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

CITY OF LAS VEGAS _____

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Executive Director

Attest:

Beverly K. Bridges, MMC, City Clerk,

Council Action March 17, 2010 – Item #52

APPROVED AS TO FORM: Robert S. Sylvain 2-15-11
Robert S. Sylvain
Deputy City Attorney

EXHIBIT "A"
PROJECT DESCRIPTION AND REQUIREMENTS

A. PROJECT DESCRIPTION. Subsequent to the execution of the Agreement, and subject to requirements contained therein and herein, the City will provide up to the amount of the CDBG Funds identified in Section I of the Agreement to the Subrecipient for the Project described as follows:

_____
_____
_____
_____

(the "Project").

B. PROJECT SITE. The Project shall be constructed on the real property owned by the Subrecipient, which is legally described in the Legal Description, Exhibit "C" to the Agreement and incorporated by this reference as a part hereof (the "Property").

C. PROJECT CONDITIONS. The conditions, which may enhance or constrain the ability of the Subrecipient to effectively construct the Project, are as follows:

_____
_____
_____
_____

D. PROJECT COMPLETION DATE AND SCHEDULE OF PERFORMANCE. The Subrecipient agrees to complete the Project on or before _____, unless an extension in writing has been granted by the Director of the Department of Economic and Urban Development.

The Subrecipient agrees, to the greatest extent feasible, to provide a complete and detailed performance schedule for the Project on the Schedule of Performance, Exhibit "E" attached to the Agreement and by this reference incorporated herein as a part hereof. The Schedule of Performance shall state explicitly the deadlines for the completion of all major construction activities to be performed pursuant to the Agreement, which will be used by the City to monitor the progress of the Project. The Schedule of Performance shall be provided to the City prior to, and as a condition of, the issuance of the Notice to Proceed by the City for the Project. The Project shall proceed according to the timelines set forth in the Schedule of Performance.

E. COMPLIANCE WITH NATIONAL OBJECTIVE. For the Period of Compliance set forth in Section F below, the Subrecipient agrees that the Project will be used to _____, which use is a furtherance of one or more of the National Objectives set forth in 24 CFR 570.208.

F. PERIOD OF COMPLIANCE. The Subrecipient agrees to comply with all of the requirements of the Agreement, and the federal rules and regulations of the CDBG Program, including the requirement that the Project will be used to meet one or more of the National Objectives set forth in 24 CFR 208 for a period of ten (10) years as required by the City plus a period of five years as required by HUD for a total of fifteen (15) years after the date of completion of the Project (the date the Certificate of Occupancy for the Project is issued by the City) (the "Period of Compliance"). Any change in the use of the Project during the Period of Compliance must comply with the requirements of 24 CFR 570.505.

G. REPAYMENT OF CDBG FUNDS. If, during the Period of Compliance, any of the following occurs:

(i) the Subrecipient ceases to use the Project to meet the National Objective as described in Section E above,

(ii) the Subrecipient loses its rights, title or interest in, or legal possession of, the Property through sale, foreclosure, transfer in lieu of foreclosure or any other circumstance, or

(iii) the Subrecipient does not comply with the requirements of the Agreement, including, without limitation, the insurance requirements of Section V G of the Agreement

then, in such event, upon the request of the City, the Subrecipient will repay to the City, without interest, entire amount of the CDBG Funds received from the City pursuant to this Agreement, or that amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the Property, whichever is greater. In the event that the Subrecipient fails to repay the CDBG Funds as required herein, the City shall be entitled to foreclose on the Property pursuant to the CDBG Deed of Trust required pursuant to Section I below.

H. CDBG DEED OF TRUST: SECURITY FOR REPAYMENT OF CDBG FUNDS. The City requires reasonable assurances securing the Subrecipient's performance including, without limitation repayment of the CDBG Funds pursuant to 24 CFR 570.505, in the event the Subrecipient fails to perform as required under the Agreement. The Subrecipient, as the owner for the above described property which is the site for the construction of the Project being financed with the CDBG Funds, agrees to execute the security instrument in the form of the Short Form Deed of Trust (the "CDBG Deed of Trust"), Exhibit "C" attached to the Agreement and incorporated by this reference as a part of the thereof. The CDBG Deed of Trust shall serve to provide the City with a secured interest in the above described property.

I. SUBORDINATION. The City acknowledges that the above described property is or will be encumbered by one or more deeds of trust (collectively the "First Deeds of Trust") created for the benefit of private lenders who are providing financing for construction of the Project, which documents will be recorded as part of the official

NEIGHBORHOOD SERVICES DEPARTMENT - CITY OF LAS VEGAS (CLV)
NEIGHBORHOOD DEVELOPMENT DIVISION
Telephone: 702-229-2330
Fax: 702- 382-3045

DO NOT STAPLE OR BIND APPLICATION OR ATTACHMENTS
MUST BE TYPED IN ENTIRETY (no applications with any handwritten entries will be accepted, excluding signatures and checkboxes)
SUBMIT ONLY ONE ORIGINAL

PROJECT SUMMARY PAGE

Construction/Rehabilitation Program Application
Community Development Block Grant Funds (CDBG)
FY 2010/2011 EDITION, ALL OTHERS ARE OBSOLETE AND WILL NOT BE ACCEPTED
DO NOT CHANGE THE APPLICATION FORMAT

Agency Name: Clark County Legal Services**	*Amount Requested: $2,500,000	Total Project Cost: $12,344,517
Mailing Address: 800 S. 8th St., Las Vegas, NV 89101 (include state and zip)		
Executive Director: Barbara Buckley	Project Administrator: Terry Bratton	
Telephone No.: 386-1070 x 118	FAX: 366-0569	E-mail: tbratton@lacsn.org
Project Title: Capital Project		
Location of Project: 721 E. Charleston Blvd., Las Vegas, NV 89101		
Describe specific purpose of funds for this project: These grant funds will allow us to construct a facility to provide vitally needed legal assistance to abused and neglected children, victims of domestic violence, and other low income individuals who are losing their home, cars, or life savings as a result of fraud. The CDBG funds will enable us to leverage private philanthropy and create a center that will serve the community for decades to come. **The name on the deed of the land still shows Clark County Legal Services, although we changed our name to Legal Aid Center of Southern Nevada in 2008.		

Ward 3									
Type of client served, check one:	X	Youth	X	Elderly	X	Disabled		Other	
Number of Anticipated Clients:	20,000		Census Tract			8.00			

***Funds may not be requested over appraised value after rehabilitation or construction**

The City of Las Vegas does not discriminate against persons based on race, color, religion, marital status, sex, national origin, ancestry, age, familial status, disability, or any arbitrary basis. If you need special assistance in order to read and understand the information contained herein, please call the Neighborhood Services Department (NSD) at 702-229-2330. The City of Las Vegas TDD (Telecommunications for the Deaf) number is 702-386-9108.

SECTION I
NATIONAL OBJECTIVE REQUIREMENTS

Please indicate which eligible activity category the program falls under.

A. **National Objective:** Benefits low- or moderate (L/M) income persons.

B. **National Objective Qualifiers** *(In order to be considered as benefiting low- or moderate income persons, an activity must fall into one of the categories below.)* ***Please check either Area Benefit or Limited Clientele. You cannot check both the Area Benefit and the Limited Clientele. Your project is considered one or the other.***

☐ Area Benefit* - At least 51% of the residents within the targeted activity area are L/M income persons. The activity may also be available to all persons in the area regardless of income.

***If this box is checked please list Census Tract** _____

x Limited Clientele (To qualify under this subcategory, a limited clientele activity must meet one of the following tests. Please check the appropriate box.)

☐ Clientele includes one of the following groups: abused children; elderly persons; battered spouses; homeless persons, adults meeting Bureau of Census' definition of severely disabled persons, illiterate adults, and persons living with AIDS; or

☑ At least 51% of the clientele must be L/M income persons; or

☐ The activity must be located in a low-moderate income census tract (see CDBG target area on enclosed map), or be *of such a nature* that it may reasonably be concluded that the clientele will be L/M income persons.

C. **Category of Activity** *(check all applicable boxes which describe the program or project)*

☐ **Subrecipient Facility Rehabilitation**
☐ **Housing Rehabilitation**
☐ **Acquisition of Real Property (non-housing)**
☑ **Subrecipient Facility New Construction**

These categories will describe the services offered at the facility.

☐ **Affordable Child Care**
☐ **Drug and/or Alcohol Treatment**
☐ **Youth Activities**
☐ **Recreation Program**
☑ **Other** **Please Explain** Civil Legal Aid
☐ **Education Programs**
☐ **Services for Senior Citizens**
☐ **Health Services**
☐ **Job Training/Readiness**

SECTION II SCOPE OF SERVICES

PART 1 - PROJECT NARRATIVE: Provide a brief, clear and concise description for each question or statement. Do not use a font smaller than 10 point. No attachments will be allowed, unless specifically indicated in each section. **Please be advised all construction projects must collect and maintain client statistics during the project's eligibility period. (minimum 5 years and maximum 20 years)**

A. Statement of Problem/Need

Describe the problem or need the proposed activity is intended to address.

In 1999, we purchased and renovated a new home for legal services and began providing services from the facility in February 2000. Due to the phenomenal growth in the valley, we secured additional funding for staff and services and rapidly grew out of the space. We exceeded the 10 year building capacity estimates by 2005. Legal Aid Center modified the current facility on four separate occasions to create new work space by eliminating a first floor kitchen and file room, conversion of an intake room, modification of conference room space. Finally, we were forced to lease 8,000 square feet of office space in the downtown area for our Children's Attorneys Project and Pro Bono Project.

Our ability to serve our existing and new clients in need of legal services is jeopardized by our lack of space. In addition to having staff in two different facilities, we have no room to offer additional services and classes. We use our boardroom for our classroom which is crowded beyond capacity. We seek to construct a new facility that is large enough not only to accommodate current staff and clients, but also, to increase the types of services available and increase the number of clients we can serve. With this funding, we will be able to expand with the growth of the community. Even without expanding our services, we will still need additional staff to serve the number of people who will be both eligible and need our services.

B. Target Population

Describe the characteristics of the population to be served (i.e.; youth, seniors, disabled, etc.) or the area to be benefited.

We serve low income clients of all ages and abused children who are in foster care. Our income guidelines are based on 55% of the area median income.

Describe the number of anticipated clients who will use the project upon completion. (Example 100 additional children/seniors/clients will receive assistance/x type services after the completion of the rehabilitation/building expansion).

We project that at least 20,000 people in our community will be helped through our new facility every year.

D. Project Description

1. Describe in detail the construction/rehabilitation work to be performed. (Example: rehab will consist of replacing electrical wiring, drywall, and painting four classrooms in main building)

The project will consist of construction of a 2 story, 35,000 square foot office facility and a 2.5 story separate parking structure. The office facility will provide approximately 17,500 square feet for each floor. The first floor will provide public lobby space, individual client counseling offices and a large classroom for our free community legal education classes that are taught in conjunction with the William S. Boyd School of Law. The first floor includes approximately 28 offices for attorneys and paralegal staff and cubical space for support staff. The first floor also includes 2 conference areas, a staff break room, file storage and restroom facilities. The second floor will provide approximately 42 offices for attorneys and paralegals, 2 conference areas and restroom facilities. The parking structure will be a pre-cast concrete structure and provide approximately 92 parking spaces including van accessible handicap spaces. 2 stairwells and 1 elevator will assist pedestrian access to the parking areas.

2. Describe project location including street address and nearest cross streets. Please attach map showing project location and, geographic area served.

721 E. Charleston Blvd., Las Vegas, NV 89101. Charleston and 8th Street.

3. Describe the relationship (collaboration) of the proposed activity to other services and community facilities addressing the same or similar problem. Discuss what agencies other than the applicant will be involved with the project. If applicable, attach letters of intent from each participating agency specifying the agency's role and contribution to your project, letters must document either a financial or in-kind donation.

The Legal Aid Center of Southern Nevada receives referrals from virtually every other nonprofit organization in the community. Help of Southern Nevada refers low-income clients who need legal assistance with social security problems. Social workers and child abuse organizations refer children to the center. Consumer Credit Counseling Services refers individuals who need assistance with foreclosures or garnishments. The agencies do not provide in-kind donations; rather they serve as community partners to create a safety net for the community's most vulnerable citizens. The plans include 5.000 square feet of floor designed to co-locate the Senior Citizens Law Project within the new facility to streamline and better manage the delivery of free legal services to Seniors in our community.

E. Previous Accomplishments

For those agencies that have previously received City of Las Vegas CDBG funding, describe the accomplishments achieved. Include the degree to which the objectives were met. If there were difficulties in achieving the objectives, describe how that will be overcome in the future. If the project has not previously received City of Las Vegas CDBG funding, describe the accomplishments achieved through other funding sources. Include in your explanation the number of clients served. Please be descriptive and include number of clients served for past 3 years.

We provide legal services to victims of domestic violence, abused and neglected children and people who have been victims of consumer fraud. We also teach free community legal education classes.

Clients served 2007: 11,000
Clients served 2008: 13,000
Clients served 2009: 18,000

PART 2 - AGENCY NARRATIVE: ***Provide a brief, clear and concise description for each question.*** **Do not use a font smaller than 10 point. Unless requested, no attachments will be allowed within this section.**

A. Background

1. Describe the purpose of the agency, Charter or mission statement of applicant. Describe organization's capabilities and characteristics of clients served. Include days and times of operation.

The mission of Legal Aid Center of Southern Nevada is the preservation of access to justice and the provision of quality legal counsel, advice and representation for individuals who are unable to protect their rights because they cannot afford an attorney. We are open Monday-Friday from 8:30-5:00. We fulfill our mission of providing access to justice by providing free, quality legal counsel, advice and representation for individuals who cannot afford an attorney. Here is an outline of the programs we offer:

Consumer Rights Project: This unit handles a wide variety of consumer related matters including unfair debt collection, used car scams, deceptive trade practices, payday loans, foreclosure mediation and bankruptcy. This past year we opened up a Civil Self Help Center at the Regional Justice Center and have helped over 26,000 people so far this year.

Children's Attorney Project: Our mission is to ensure that abused and neglected children in our child welfare system have their own voice in court through legal representation. We also help parents fight for the rights of their special needs children who have been denied the educational accommodations that are guaranteed under federal law.

Domestic Violence Project: Victims of domestic violence are often unsure or unaware of their rights and have suffered silently for years before coming forward. We help them obtain protective orders against their abuser, divorce and custody orders, and child support payments. This enables the victim to separate from the abusive environment and experience safety and empowerment, often for the first time in their lives.
Community Legal Education Project: Since 1999, and in conjunction with the UNLV William S. Boyd School of Law, we provide free legal information to individuals with the assistance of law students in topics such as Divorce, Paternity/Custody, Small Claims, Bankruptcy, Guardianship and Foreclosure Mediation in an effort to inform people about their legal rights and the legal process.

Pro Bono Project: We operate the largest pro bono legal aid program in Clark County. This project supplements the efforts of each of our programs through local attorneys who volunteer their time, especially on cases that Legal Aid Center is not able to handle.

2. Indicate the length of time the agency has been in operation, and include the date of incorporation.

Legal Aid Center of Southern Nevada was originally incorporated as Clark County Legal Aid Society on August 1, 1958.

B. Qualifications

Discuss the agency's financial capacity to cover operations, maintenance, furniture and fixtures for the proposed project.

LACSN has been in existence since 1958 and receives funding from a variety of sources: state legislation, Department of Justice grants, Nevada Law Foundation grants, a county contract, and private philanthropy. These funds adequately cover operations and maintenance costs presently and are sufficient to do so in the new facility. Furniture and fixture costs for the new facility are included in the overall costs for the new facility, and are being financed by both private philanthropy (donations from The Boyd Foundation, Lied Foundation, Englestad Foundation) and through a loan.

C. Fiscal Management

Describe the agency's fiscal management, including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. Describe financial oversight by Board. Identify and describe any audit findings, investigations, or probation by any agency in the past five years.

LACSN operates on a calendar year accrual basis and maintains all financial activities in accordance with GAAP (generally accepted principles of accounting) and the Sarbanes-Oxley Act. LACSN manages all accounts payable/receivable with bonded, internal administrative staff and follows strict internal controls approved by the Board of Directors. Financial record keeping is maintained by the Firm Administrator, who has held such responsibilities with LACSN since 1996. LACSN utilizes a computerized financial management system and records all transactions on a master chart of accounts. LACSN does not use fund accounting, however, all financial activities are recorded on the chart of accounts by class and appropriate program activity provided by LACSN. Payments are controlled by Purchase Order, and require approval and/or signature from at least 4 members of LACSN management prior to being issued. The LACSN Board of Directors approves budgets annually and reviews budget to actual statements, profit & loss statements and other statements of financial position at quarterly meetings. The Board also approves all changes to financial structure, transactions and authorized account signatures. The Board of Directors has established a subcommittee of Board Members, which includes a C.P.A., to provide Audit and financial oversight to LACSN operations. LACSN commissions an independent Financial Audit each year, including A-133 series audits during years when LACSN has expended $500,000 or more of federal grant funds providing services to clients. The Board subcommittee reviews and approves the Auditor selection process and receives the Auditor's report upon completion. Additionally, LACSN is audited annually by specific grantors regarding income/expenses of grant funded activities. LACSN also participates in annual audits performed by the Worker's Compensation Insurance carrier. During the last 5 years, no audit findings, or investigations regarding LACSN financial operations have been reported. LACSN has never been placed on probation by any agency.

Part 3 - PROJECT FINANCIAL NARRATIVE: ***Provide a brief, clear and concise description for each question.*** Do not use a font smaller than 10 point. No attachments will be allowed within this section. ***Current letters of financial intent must be included with the application.*** The City requires that CDBG funds be utilized as gap funding. A gap is defined as the amount of funding necessary to ensure project completion after all other funding sources have been identified. Thus leveraging (all other funding sources) is required in the CDBG Construction application process.

A. Finances

1. Describe how the project will be funded. (Example: letter of commitment from a lending institution, construction lender in place, cash on hand, etc.)

This project will be funded through private donations, CDBG funding and a bank loan. Currently, we have approximately $3.5 million in cash, $325,000 in private pledges, and $3 million in a CDBG award from Clark County and a $3,030,000 million bank loan. If we are awarded $2.5 million from the City of Las Vegas, this will fill in the construction gap.

2. Explain how you plan to provide operating costs after the project is completed. (Describe leveraging and other funding sources)

LACSN has been in existence since 1958 and receives funding from a variety of sources: state legislation, Department of Justice grants, Nevada Law Foundation grants, a county contract, and private philanthropy. These funds adequately cover operations and maintenance costs presently and are sufficient to do so in the new facility. Furniture and fixture costs for the new facility are included in the overall costs for the new facility, and are being financed by both private philanthropy (donations from The Boyd Foundation, Lied Foundation, Englestad Foundation) and through a loan.

3. Have you in the last 5 years, had any funds reallocated, recaptured or removed from your agency? Has a funding entity cancelled or reprogrammed funds from your agency? This includes Community Development Block Grant, HOME, Housing Opportunities for Persons With Aids, Emergency Shelter Grant, State, Federal or other funds. If yes, explain.

No.

4. Have you in the last 5 years requested an extension to utilize funds or returned funds? If yes, explain.

No.

SECTION III –PART 1
PROJECT BUDGET

THIS FORM MUST BE FULLY COMPLETED IF A LINE ITEM DOES NOT APPLY STATE N/A
ALL PERMITS AND FEES ARE THE RESPONSIBILITY OF THE APPLICANT
THE CITY WILL NOT WAIVE ANY PERMIT FEES
Project budgets should match your professional line item estimate
(Construction control may be required for all construction and rehab projects)

ITEM **Special Note:** The City will not "forgive" Permit Fees. You must include them in cost of the project.	Total Estimated Cost	To Be Funded w/ CLV CDBG
Acquisition of Land & Buildings:		
Land (construction must start within three years of Council approval)	$3,030,000	$
Existing Building(s)	$	$
Other:	$	$
Subtotal-Acquisition of Land & Buildings	$	$
Construction/Rehabilitation Costs:		
Demolition Costs	$	$
New Building Costs	$7,976,389	$2,500,000
Rehabilitation Costs	$	$
Site Work	$	$
Off-Site Improvements	$291,163	$
Permits/Fees	$213,970	$
Construction Control	$574,482	
Special Inspections (if applicable)		
Other (Explain) (Architectural Fees)	$258,513	
Other (Explain)		
TOTAL ESTIMATED COST	**$12,344,517**	**$2,500,000**

Section III Part – 2 Program Priorities

Priorities
Due to the fact that funding requests typically exceed funding availability, please prioritize your line item budget request.

	Line Item Category	Amount
Priority #1	New Building Costs	$2,500,000
Priority #2		
Priority #3		
Priority #4		
Priority #5		

Please explain how you arrived at your priority choices and the impact to the project budget.
City of Las Vegas CDBG funding will provide the gap funding for our construction costs.

ALL PROJECTS OVER $2,000 MUST UTILIZE APPLICABLE DAVIS BACON WAGE RATES.

We strongly encourage you to contact Shawn Bolster at 702 229-4912 or Tammy Griego at 702 229-6052 for information on the most current Davis Bacon Wages. This may assist you in obtaining bids/quotes prior to submitting your application. There are three different wage categories, it is important to ensure that you review the proper one for your project prior to requesting bids/quotes.

No project may begin construction until an Agreement has been executed with the City of Las Vegas and a Notice to Proceed issued.

Have you received, applied, or anticipate applying for Clark County, North Las Vegas, or other funds to complete your project? Please complete the anticipated funding chart below to indicate the amount and source of project funds.

SECTION III – PART 3
ANTICIPATED PROJECT FUNDING SOURCES

Source	Applied for		Commitment Received		Amount ($)
	Yes	No	Yes	No	
Owner/Sponsor Cash					**$3,630,275**
Owner/Sponsor Land Contribution					
CLV CDBG Funds	X				**$2,500,000**
Clark County CDBG	X		X		**$3,000,000**
County Outside Agency Funds		X			
NLV CDBG		X			
State funds		X			
Other Local funds PLEDGES	X		X		**$325,000**
Other Local funds (insert name)					
1st Deed of Trust Lender:	X		X		**$3,030,000**
2nd Deed of Trust Lender:					
TOTAL ALL SOURCES OF FUNDS					**$12,485,275**

PLEASE ATTACH CURRENT LETTERS OF INTENT FROM FINANCIAL INSTITUTION(S) ON THEIR LETTERHEAD

CONSTRUCTION LOAN DATA				
Will interim construction financing be required for this project?	Yes	X	No	
If Yes, state name of construction lender: TBD.				
Amount of construction loan:	$7,000,000			
Name of construction loan contact person	Phone No.			

SECTION IV – Part 1
DEVELOPMENT SCHEDULE
This form must be filled out

Please detail the timeline for the proposed project. Include benchmarks, corresponding dates, activity descriptions, duration of work, and start and finish dates. (No eligible expense will be reimbursed prior to issuance of a Notice To Proceed from Neighborhood Development.) **NOTE: No construction may begin prior to receiving a Notice to Proceed from the City of Las Vegas Neighborhood Development Division (NDD).**

Development Activity	Scheduled Date (MM/YY)	Completed At Time of Application (state Yes if so)
SITE:		
Site Control Secured	Nov. 14, 2007	Yes
Phase I Environmental Review Complete	Sept. 24, 2008	Yes
Site Purchased	Nov. 14, 2007	Yes
PLANS AND SPECIFICATIONS:		
Architect Selected:	June 9, 2010	Yes
Engineer Selected:	June 9, 2010	Yes
Schematic Designs/Working Drawings Complete	July 16, 2010	Yes
Local Building Code Review Complete	Sept. 17, 2010	Yes
Final Plans and Specifications Complete	Jan 28, 2011	Yes
CONSTRUCTION FINANCING:		
Construction/Rehab Loan Application Submitted		
Construction/Rehab Loan Commitment Received		
PERMANENT FINANCING:		
Permanent Financing Application Submitted		
Permanent Financing Commitment Received		
CONSTRUCTION/REHABILITATION:		
Contractor Selected After Bid Process		N/A
Construction/Rehabilitation to Begin		N/A
Construction Complete		N/A
PERMANENT FINANCING LOAN CLOSING:		

SECTION IV – Part 2
PROJECT CHARACTERISTICS

(a) Type of Project Check one:		(b) Site Control Check one:	
New Construction	X	Site Control is in the following form:	
Acquisition		X	Deed (you hold title to property)
Acquisition w/Moderate* Rehabilitation			Executed Purchase Contract
Acquisition w/Substantial Rehabilitation			Long Term Lease (50 years or longer)
Moderate Rehabilitation		**Attach documentation of site control.** (Projects without site control will not pass the threshold review)	
Substantial Rehabilitation			
Reconstruction			
Provide 4 labeled color directional pictures of the property – N-S-E-W		SPECIAL NOTE TO APPLICANTS Executed Purchase Contract, Long Term Lease recorded Deed of Trust or Option to Purchase must be in the name of the non-profit agency making the application	

(c) Appraised Value of Property:

(Attach an appraisal or copies of MLS comparables from a licensed real estate agent under cover of their letterhead obtained within the past 3 months)

Projects will not be funded over the after-rehab appraised value.

For Construction and Rehab Projects, a Preliminary Title Report must be submitted to the City prior to release of funds.

Appraised Value	**$**
Name of Appraiser/Agent:	
Date of Appraisal:	

(d) Site Data:		**(e) Property Status:**			
Parcel Number	**139-34-410-245**	Unimproved Property			**Yes**
Is the site properly zoned for this project?	**Yes**	Improved Property			
Site Zoning:	**C-1 Limited Comml**				
NOTE: Must attach a letter from the City of Las Vegas Planning Department verifying that the project conforms in all aspects to current legal zoning of the property. (New Construction and Conversion projects only) **A copy of your request letter with no corresponding response from the City of Las Vegas Planning Department is not acceptable.**		If Improved, is the Property:			**N/A**
		Vacant		Occupied	
		If Occupied, is Property Occupied By:			
		Owner		Tenant(s)	
		Site Size	**(f)** Acres		**(g)** Sq. Feet
		Please note size in box to the right	.71		

(h) Describe site, and any previous use of the property:

The property is currently vacant and providing sub-standard parking.

SECTION V
CERTIFICATIONS
PART 1

COMPLIANCE WITH
CIVIL RIGHTS ACT AND AMERICANS WITH DISABILITIES ACT

__Legal Aid Center of Southern Nevada_____ *(Name of organization requesting CDBG funds)* certifies that it prohibits discrimination in accordance with Title VI of the Civil Rights Act of 1964. Written documents outlining this organization's non-discrimination policy are on file and available for review.

It is further certified that this organization has reviewed its projects, programs, and services for compliance with all applicable regulations contained in the Americans with Disabilities Act of 1990. Written documentation concerning this review and corrective actions taken (if any) are on file and available for review.

CERTIFICATION OF ELIGIBILITY TO PARTICIPATE

The undersigned, acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, Use of debarred, suspended or ineligible contractors or subrecipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, or placement in ineligibility status under the provisions of 24 CFR Part 24.

Further, in the case of construction projects, the prime contractor certifies same for self and all subcontractors on any federally funded project.

CERTIFICATION OF CITY OF LAS VEGAS AFFILIATION

List the names and positions of members of the Board of Directors, officers, workers, or members of the organization who are on the City Council, appointed by a member of the City Council, or a CLV employee. **If none, check the box below that states NONE.**

X NONE IN AGENCY

NAME	POSITION IN ORGANIZATION	AFFILIATION WITH CITY

Barbara Buckley, Executive Director
print name above and Title

Signature, President, Board of Directors/Designee

2-1-11
Date

SECTION V CERTIFICATIONS
PART 2 THRESHOLD CERTIFICATION

In order for your application to be accepted, in addition to the application itself your organization must meet and submit the following threshold items:

ALL APPLICANTS Must be a 501 C (3) or (4) NO OTHERS WILL BE ALLOWED

☐ **Fully Completed, Typed and signed Application.**

MANDATORY ATTACHMENTS

☐ 1. **Documentation of Non-profit status.** Copy of IRS letter showing current 501 C (3) or (4) status. Copy **PENDING STATUS WILL NOT BE ACCEPTED.**

☐ 2. **Verification of Good Standing**. You may submit **either** a printout from Nevada Secretary of State's Website or copy of the current year's receipt from Secretary of State's office. Receipt must be dated no more than 12 months prior to application date.

☐ 3. **Board of Directors**. Include a list of all persons serving on the Board of Directors with their home addresses.

☐ 4. **Organizational Chart.** Please submit a chart showing delegation of authority with current employees by name and job titles. Indicate which positions will implement the proposed project. **Organizational Charts without names and titles will not be accepted.**

☐ 5. **Mission or Objective Statement.** The specific page(s) from Articles of Incorporation that document the mission or objectives of agency. **Mission or Objective Statement not directly from Articles of Incorporation will not be accepted.**

☐ 6. **Copy of current Operating Budget**.

☐ 7. **Copy of current CLV Business License.**

☐ 8. **Evidence of Site Control.**

☐ 9. **Copy of appraisal(s) or comparables as applicable.**

☐ 10. **Include current letters of intent from financial institution(s) and other funding sources on their letterhead.**

☐ 11. **Copy of Estimate:** Copy of professional estimate received for project.

☐ 12. **Letter from CLV Planning & Development Department verifying that the project conforms to current zoning. (New Construction or Conversions)**

☐ 13. **Audit.** Audits must be submitted by agencies in accordance with CLV policies. Audits may not be older than FY 2008. Applicants must submit one of the following with their application:

- **a.** Copy of OMB A-133 Audit (Required if $500,000 in aggregate Federal funds expended in one year) or;
- **b.** Financial statements audited by a CPA (only if not qualified for A-133) per CLV policy or;
- **c.** Annual Certified Financial Statement: This is the lowest threshold criteria and will only be accepted from those non-profits who can document that they did not qualify for an A-133 or regular audit, or who are first time federal grant applicants. Annual Certified Financial Statements must be certified by the Treasurer and the Board President. (only first time applicants or those who do not meet above criteria may submit a Annual Certified Financial Statement)

☐ 14. **Site Pictures:** Four (4) labeled color directional (N,S,E,W) pictures of site.

The undersigned acknowledges and accepts the terms and conditions of the Threshold Certification, and understands that omission of any required documents shall render the application as unacceptable.

Barbara Buckley, Executive Director
print name above and Title

Signature, President, Board of Directors/Designee — Date: 2-1-11

SECTION V
CERTIFICATIONS
PART 3

CERTIFICATION OF APPLICATION

The Board of Directors of Legal Aid Center of Southern Nevada, does hereby resolve that on JANUARY 31, 2011, ~~2010~~ the Board reviewed the Application for Community Development Block Grant Funds to be submitted to the City of Las Vegas Neighborhood Development Department for funding consideration for the fiscal year 2010/2011, and in a proper motion and vote approved this application for submission.

The Board further certifies that the organization making this application is 1) non-profit, 2) tax-exempt, 3) incorporated in the State of Nevada, and has complied with all applicable laws and regulations pertaining to same.

Legal Aid Center of Southern Nevada *(name of organization requesting CDBG funds)* hereby proposes to provide the services or project identified in the Scope of Services in accordance with this Application for Community Development Block Grant Funds and with the City of Las Vegas Neighborhood Services Program Manual. If this application is approved and this organization receives CDBG funding from the City of Las Vegas, it is agreed that all applicable federal, state and local regulations and other assurances as required by the City will be adhered to. Furthermore, as the duly authorized representative of the organization, the Board certifies that the organization is fully capable of fulfilling its obligation under this application as stated herein. Further, the Applicant certifies that no change has occurred in the organization since the issuance of the determination letter from the Internal Revenue Service that would affect the validity of the determination letter.

The Board further certify that this application and the information contained herein is true and correct and complete subject to US Code Title 18, Section 1001 as set out below.

SIGNATORY AUTHORITY APPROVAL

By signature below, the President of the Board of Directors authorizes the following person(s) to have signatory authority regarding this grant:

DEAN A. HARDY — Name
PRESIDENT — Title

BARBARA BUCKLEY — Name
EXECUTIVE DIRECTOR — Title

(print name above and sign) President, Board of Directors
2/1/2011 — Date

7175 N. Durango Dr. Las Vegas, NV 89149
Non-Agency Mailing Address of President Include City, State, Zip

PENALTY FOR FALSE OR FRAUDULENT STATEMENT

U. S. Code Title 18, Section 1001, provides that a fine of up to $10,000 or imprisonment for a period not to exceed five years, or both, shall be the penalty for willful misrepresentation and the making of false, fictitious statements, knowing same to be false.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **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: $56,504,496.43
Funding Source: All Funds
Dept./Division: Finance and Business Services

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

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 02/01/11 - 02/15/11

City of Las Vegas

Summary of Cash Expenditures

For period of 02/01/11 to 02/15/11

Total Services & Materials Checks :	**$11,830,790.58**
Total Services & Materials EFT Payments :	**$12,982,925.77**
Total Wire Transfers:	**$25,573,685.87**
Total Payroll Checks:	**$6,117,094.21**
Grand Total:	**$56,504,496.43**

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.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On March 2, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Amendment No. 1 to Agreement No. 100168-LD, Prime Design Services Agreement for F Street Reopening located at the intersection of I-15 and F Street - Department of Public Works - Award recommended to: PBS&J CORPORATION ($1,599,657 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,599,657
Funding Source: Public Works CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On March 17, 2010 City Council approved award of Agreement No. 100168-LD for design services to develop specifications and plans for the bidding of a construction project to reopen "F" Street. The original agreement required a 30% design and this amendment takes the design to 100%. This item is exempt from the competitive bidding process pursuant to NRS 332.11.1(b), Professional Services. Funding is being provided by the Redevelopment Agency.

PCC: L.E. Davis
POC: Wayne Horlacher - (702) 263-7275

RECOMMENDATION:
That City Council approve Amendment No. 1 to Agreement No. 100168-LD, Prime Design Services Agreement for F Street Reopening to PBS&J Corporation in the amount of $1,599,657, bringing the total Agreement amount to $2,101,690. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Agreement No. 100168-LD
2. Certificate - Disclosure of Ownership/Principals

AMENDMENT NUMBER ONE
TO
PRIME DESIGN SERVICES AGREEMENT
FOR
F STREET REOPENING

THIS AMENDMENT NUMBER ONE is made and entered into this _____ day of _____, 20____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and PBS&J (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated, March 26, 2010 (herein the "Agreement"), retaining the services of the Consultant for the design of F Street Reopening more fully described therein in connection with the improvements to be constructed at F Street and I-15 and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to include final design services for F Street Reopening.

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

1. Delete the original Exhibit "A" Scope of Services and replace with the attached "Revised Exhibit A Scope of Services" for detail of additional design required.

2. Delete the original Exhibit "C" Performance Schedule and replace with the attached "Revised Exhibit C Performance Schedule".

3. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $1,599,657 from $502,033 to $2,101,690.

4. Delete the original Exhibit "E" Additional Compensation and replace with the attached "Revised Exhibit E Additional Compensation".

5. Delete the original Exhibit "G" Disclosure of Ownership/Principals and replace with the attached "Revised" Exhibit "G" Disclosure of Ownership/Principals.

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

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

CITY OF LAS VEGAS

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

PBS&J

By: _____
Wayne Horlacher

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

_____ 2/9/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

EXHIBIT "A"
REVISED PER AMENDMENT 1
SCOPE OF SERVICES

PROJECT LOCATION AND PURPOSE

The Project is located on F Street at I-15 and will encompass surface streets generally between Washington Avenue on the north, Bonanza Avenue on the south and D Street on the east. F Street will generally be the west limit. The project will focus on reestablishing the through access of F Street under I-15. This scope assumes that the preliminary design developed will allow for a reduced height clearance on F Street beneath I-15 and that a profile modification is not required on the I-15 mainline or ramps. This scope also assumes the vertical profile of F Street will be lowered, and utilities will be relocated.

The primary goal of this scope of work is to provide final design, bid and construction support services. The final design of this project will be based on the approved preliminary design which was completed and approved under the original Agreement.

This project will be jointly managed and reviewed by the City of Las Vegas (CLV) and the Nevada Department of Transportation (NDOT) in cooperation with the FHWA. NDOT will assume the lead role for project management, but all key decisions and reviews will require the approval of all agencies.

GENERAL DESCRIPTION OF SERVICES

Designs and drawings shall be prepared in English units using MicroStation V8i (version 08.11.05.17) and InRoads (version 08.11.05.47) software, and will adhere to the plan preparation section of the NDOT 2010 Design Guide. Converted AutoCAD files shall not be accepted.

The Consultant shall develop the final design plans and bid documents for F Street, from Bonanza Road north to Washington Avenue based on the recommended design concept as approved and developed for the preliminary (30%) plans as part of the original Agreement. These improvements will include a total of three new bridge structures on Interstate 15 allowing for F Street to cross under, completion of full roadway improvements for F Street allowing for a bike lane and two lanes in each direction, plus sidewalks on each side along the project alignment, consisting of, at a minimum, new pavements, structures, foundations, excavations, embankments, retaining walls, storm drainage systems including analysis and studies, curbs, gutters, sidewalks, lighting, utility modifications and coordination, aesthetic design elements and landscaping with irrigation, construction traffic control devices on Interstate 15, pavement markings, signing, traffic signal undergrounds, traffic signals, and modifications including warrant analysis, interconnect, FAST and electrical service points. Design services will include preparation of engineering design documents in a format to be administered by the NDOT and will include bidding support services. Design reviews will include an Intermediate Design Review Submittal (60%), PS&E Review Submittal (Pre-Final), and Final Submittal for bid for a total of three reviews plus the final plans (original and PDF) for bidding. The scope of services includes:

- Right-of-Way Settings
- Engineering Analysis
- Geotechnical Services
- Electrical Design
- Utility Coordination

- Surveying
- Quantities
- Cost Estimating
- Specification Pull Sheets
- Bidding Services

Consultant will assist NDOT and CLV in conducting public informational meetings and hearings, preparing displays and attendance by staff members who are knowledgeable of the project. Public outreach will be provided by the CLV.

ADDITIONAL 30% DESIGN SERVICES

3.9.1A Conceptual Design Development Design Workshops

As part of the Public Meetings and Information and Outreach as described in tasks 3.9.1 of the original Agreement, the Consultant shall prepare for and attend a series of Design Workshops to gain public/stakeholder comments and input in order to develop and gain concurrence for a preferred geometric alternative. These workshops will be conducted in order to solicit ideas from the community and other key stakeholders for the preparation of geometric design and aesthetic alternatives. The Consultant, with the assistance of the CLV and NDOT, will prepare meeting outlines to set a meeting format. The format and outlines will be reviewed and be planned over a series of multiple face to face meetings to be conducted at the CLV, and conference calls as required. The meeting will be conducted with presentations for engineering and aesthetics to the entire group. Following the presentation, smaller, individual working groups will be facilitated with exercises to solicit ideas which will ultimately be voted upon utilizing polling equipment to be supplied by the Consultant. The Consultant's staff will prepare the presentation, all materials and conduct the meeting. CLV and NDOT staff will assist with the individual working groups, however the facilitators and remaining staff will be provided by the Consultant. The meeting will include the preparation of the presentation of materials including display boards, facilitation materials, handouts, power point presentations and polling devices. The Consultant will also conduct a debrief of each workshop with CLV and NDOT staff to review the outcome of the meeting and determine the focus for moving forward. The Consultant shall also prepare a report documenting all the information received from the first workshop which will consolidate the input received and assist the CLV/NDOT, engineers and designers in moving forward.

4.2.1A Roadway Alternative Geometric Evaluations

The Consultant shall prepare and evaluate alternatives to be presented as part of the Design Workshops identified in Task 3.9.1A above Geometry will be developed, reviewed and refined over a series of meetings with the CLV and NDOT for presentation to the public/stakeholders. These alternatives will include the evaluation of differing types of roadway configurations including; neighborhood, collector, interim vs. ultimate configurations, and pedestrian only. Each of these will be evaluated by the Consultant for varying vertical profiles (14'-6" through 16'-6"), conventional and arch bridge structure types, varying bridge widths, intersection geometry at the connection points of Bonanza and at the D Connector, and evaluation of additional alternatives outside the project limits, south of Bonanza. The Consultant shall prepare cost estimates, geometric and impact analysis, and plan sheets for each of the alternatives, with their variations for consideration by the CLV and NDOT.

Upon selection of a conceptually approved alternative, the Consultant will further refine the alternative to present as part of a subsequent workshop to gain final acceptance of the locally preferred alternative. Additional analysis will be provided to document advantages and

disadvantages while confirming construction, right-of-way, costs and schedule impacts. The Consultant will update the preferred alternative based on public/stakeholder input and prepare new displays and renderings, and present the updated version to the public/stakeholders.

4.5.1A TRAFFIC ANALYSIS

The Consultant shall provide operational mitigation as necessary for the intersection of F Street with the D connector due to the minimal distance between this intersection and Bonanza Road. The Consultant will provide analysis for one traffic control alternative as well as provide geometric alternatives at the Bonanza intersection. The Consultant will derive future volumes from a previously approved study and modify them to provide usable data. This information will be utilized and presented as a part of the traffic analysis prepared under the original Agreement. In addition, the Consultant will assist in the public meetings and estimate future AADT data to be provided for all design alternatives under consideration as part of the design workshops, identified in Task 3.9.1A above.

4.7.1.2A Stakeholder Meetings for Aesthetic Treatments

Following the selection of a preferred alternative as described in Task 4.7.1.2 within the original Agreement, as presented in the public meeting, the Consultant will analyze and review the feedback received from the public. The Consultant will then modify and update the selected alternative to address the additional input received, as appropriate. The Consultant will update the preferred alternative based on these comments and prepare new displays and renderings, and present the updated version to the public/stakeholders described in Task 3.9.1A above.

FINAL DESIGN SERVICES (30%-FINAL)

5. PROJECT MANAGEMENT

5.1 PROJECT MANAGEMENT

The Consultant shall perform general project management, including, but not limited to, day-to-day work to administer interrelated activities, coordinate work of all sub-consultants, manage personnel and resources; monitor schedules and budgets; and coordinate with the CLV and NDOT project management team. Project management shall meet the requirements stated herein, and those as outlined within the original Agreement.

Project Management Understanding/Strategy

The Consultant shall provide a committed, readily available management team that has the capacity to successfully oversee all project management and design efforts within the defined schedule. The Consultant shall provide the NDOT & the CLV monthly, detailed management reports clearly identifying project progress (budget and schedule). The Consultant is responsible for the coordination of activities between the NDOT, CLV and other agencies through regular meetings. Coordination will include, but not be limited to, meetings, facilities, developing agendas, and minutes and to provide information useful for formal monthly meetings, tracking issues and resolutions as they arise, ensuring action items are followed through, and providing detailed management reports as listed below. The project management reports will identify work completed, schedule and progress relative to the schedule, budget used and available for the various tasks, action items and work proposed for the coming month.

The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F" of the original Agreement, who shall be responsible for the services required

under this Amendment. All of the services specified by this Amendment shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default.

The Consultant will attend all meetings and prepare all agendas and minutes and forward a draft copy to the NDOT and CLV Project Managers within one (1) week of the meeting. Consultant will identify and track (manage) all critical action items to expedite their completion.

PM Role and Responsibility

The Consultant, the NDOT and the CLV project managers shall be the primary points of contact and any direction which affects Scope, Schedule or Budget shall occur between the project managers.

The Consultant shall be responsible for monitoring and enforcing budget and schedule status for all aspects of the project and keeping the NDOT & CLV updated on the project status.

All Consultant meetings with the public, involved agencies or NDOT staff and CLV staff will include invitation to the NDOT's and CLV's project managers and originate from, or be copied to the Consultant's project manager.

Some coordination is expected to occur between various entities and the Consultant's leads for various disciplines. When this communication materially influences the Scope, Schedule, Budget, or allocation of resources, the Consultant shall be made aware and will communicate these issues to NDOT and CLV as soon as they are discovered. Routine communication will include regular phone calls and e-mails between the Consultant, CLV and NDOT. Coordination which affects the project Scope, Budget or Schedule will be followed-up in writing between the Consultant, the NDOT and CLV in all situations.

The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); an updated project status report reflecting Scope of Work activities identified by the City Representative, and any written authorizations for out-of-scope items per section 7.2 of the original Agreement.

On a monthly basis, or a time frame approved by the City and NDOT's Representative, the Consultant's Project Manager will update the City and NDOT Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings outlined in this Section and may be performed in a phone, email or mailed correspondence as approved by the City and NDOT Representative.

The Consultant shall maintain an effective project filing system. The filing system will document the actions taken, major project decisions made, and information obtained throughout the duration of this project.

A log/listing of the project decisions will be maintained by the Consultant. The log will be updated as the decisions are approved by the Project Manager (or design disciplines). The Consultant Project Manager will be responsible for obtaining concurrence from the NDOT and CLV Project Manager before each update is made. The log should briefly document the basis/backup to project decisions and can reference other reports or meeting minutes.

Reports prepared by the Consultant shall be submitted in draft form, and the NDOT and CLV Project Manager will have the opportunity to review and direct revisions before the formal submittal.

5.2 DESIGN MEETINGS

5.2.1 Kickoff Meeting

The final design project will be officially initiated with a project kick-off meeting, to be held within two weeks of the notice to proceed and following the Design Review Meeting for the Preliminary Design Submittal (30%). At this meeting the scope for the project will be reviewed and discussed. The detailed preliminary schedule will be presented and reviewed. The Project management plan will also be provided for review and comment. Monthly project status meetings, as identified in subsection 5.7.1, will be held the last Tuesday of each month from 10 am to 12 pm in the NDOT Las Vegas District 1 conference room with video conference to NDOT in Carson City.

5.2.2 Design Review Meetings

The Consultant shall attend design review meetings, which will be held in combination with the project status meetings identified in Task 5.7.1, to discuss and respond to comments made by NDOT and CLV and other project stakeholders on each of the three submittals, which include an Intermediate Design Review Submittal (60%), PS&E Review Submittal (Pre-Final) including a bidability and constructability review, and Final Submittal. The Consultant will prepare, distribute, and collect electronic comment forms to and from reviewers prior to the review meeting. The Consultant will resolve the issues and provide responses to all comments using the forms and redistribute to the project team. The meeting time for this task will be included as part of Task 5.7.1, this task will be for the collection and distribution of comments as indicated above.

5.2.3 Traffic Control

The Consultant shall conduct meetings and coordinate with local agencies, stakeholders, NDOT and the CLV as indicated in the following tasks in preparation of a Traffic Management Plan (TMP), as per Task 6.6.6.

5.2.3.1 Location Coordination

The Consultant shall involve, coordinate with, and get concurrence from affected local agencies on all traffic control strategies. This work is to be completed as part of our project status meetings as described as part of Task 5.7.1.

5.2.3.2 Intermediate TC Meeting

The Consultant shall prepare for, coordinate, attend, and document the results of an intermediate traffic control meeting prior to the intermediate submittal. The purpose of the meeting is to present the traffic control plans and construction schedule that have been developed as a result of the input from the conceptual layout at the preliminary stage and get feedback needed to finalize the intermediate traffic control plans. The traffic control plans should reflect accepted and approved modifications that came as a result of meeting with businesses as well.

5.2.3.3 Plan Approval

The Consultant shall attend a final traffic control review meeting with NDOT, the CLV and other project stakeholders after the Intermediate Design Submittal (60%) and prior to the PS&E Submittal (Pre-Final). NDOT, the CLV and other project stakeholders shall provide final comments to be incorporated into the traffic control estimate. It is assumed that this meeting will take place at NDOT District 1 offices in Las Vegas.

5.2.4 Right of Way Setting

There are known permanent right of way and easements along F Street from Bonanza Avenue to Washington Avenue which are required to complete the project. The goal of the project will be to set right of way after the preliminary design review to expedite the project schedule. Early utility and right of way coordination and early constructability evaluations will be needed to keep the project on schedule.

5.2.4.1 Right of Way Needs Assessment (Pre-Right of Way Setting)

The Consultant will prepare for and attend a right of way needs assessment meeting after the preliminary design review and prior to the final right of way setting. The Consultant will provide right of way needs displays and will meet with the CLV, the NDOT Project Manager and the Right of Way Division Chief to discuss the right of way needs of the project. The displays will indicate locations of permanent and temporary easements, and right of way acquisition. The Consultant will incorporate revisions from this meeting prior to the right of way setting. It's anticipated that this meeting will be conducted at NDOT District 1.

5.2.4.2 Right of Way Setting

The Consultant will prepare for and attend a right of way setting after the right of way needs assessment meeting. The Consultant will provide right of way needs displays based on feedback from the pre-right of way setting meeting. A Right-of-Way setting memo explaining the necessity for each acquisition will be required following the meeting, which will be prepared by the CLV. The Consultant will prepare drawings showing the required parcels which must be attached to the memo. It's anticipated the NDOT style right-of-way plan sheets are not required for this project. It's anticipated that this meeting will be conducted at NDOT District 1.

5.3 FIELD REVIEWS

5.3.1 During Design

The Consultant shall attend site visits as needed for the design. It is assumed that two (2) site visits will be required.

5.4 CONSTRUCTION COST ESTIMATES

5.4.1 Developing and Maintaining Construction Cost Estimates

The Consultant shall provide a detailed cost estimate including the NDOT bid item numbers, descriptions, and breakouts. Breakouts will also be consistent with the Government Accounting Standards Board (GASB-34) for transportation projects. These estimates shall be submitted with each design submittal, as indicated in Task 6 Final Design, to both the CLV and NDOT. Unit prices shall be based on the current NDOT Reasonable Bid Price Database and the NDOT Project Estimation Guide, to be obtained from the NDOT Project Manager. The estimate will also be reviewed and checked based on CLV bid abstracts for additional validation. The Consultant's estimates shall be used by NDOT to track project costs and to develop the Special Provisions. Each estimate submittal shall contain a summary of which bid items were added, deleted, or incurred a significant change from the previous submittal and will be highlighted. Based on the final estimate provided by the Consultant, NDOT will produce the Estimate of Quantities sheet(s) to be inserted into the Consultant's final submittal. The Consultant shall notify the CLV and NDOT immediately of any significant changes to the construction cost estimate.

Construction bid items and breakouts will be e-mailed to the CLV and NDOT Project Manager prior to each design submittal. Finalized estimate including quantities will be submitted with each design submittal.

5.5 SCHEDULES

5.5.1 Developing & Maintaining Design and Construction Schedule

A monthly update will be prepared by the Consultant to describe the progress of specific tasks and action items necessary to complete the design. An update of the project design schedule will be provided quarterly and additional updates may be necessary upon request of the NDOT and CLV Project Managers.

A detailed master schedule will be developed and maintained by the Consultant which will indicate the progress of the Consultant as well as the other members of the project team, including NDOT and CLV staff. The design progress schedules will be generated in MS Project, showing activities vertically on the left and time increasing chronologically across the top. Estimated start and end dates for each activity must be shown as well as notes depicting changes or specific issues related to each task. The schedule must be linked logically and shall depict the critical path, milestones and any other information of importance to the project goals. This schedule shall be used to anticipate project delay for the purposes of meeting and maintaining the project milestones and schedule.

If project delay is anticipated at any time during the project the Consultant shall immediately notify the NDOT and CLV Project Managers. A "recovery schedule" shall be coordinated and proposed in writing by the Consultant for approval by the NDOT and CLV Project Managers within one week of the notification of the delay. The NDOT and CLV Project Manager shall

agree upon the recovery schedule in writing before work proceeds. Some aspects of work may be allowed to proceed until the recovery schedule is accepted based on the discretion of the NDOT and CLV Project Managers.

Updated progress reports and project schedules shall be developed by the Consultant prior to each progress meeting and distributed to the design team. The updated schedule will show the percent complete for each of the tasks defined in the schedule and the critical activities will be highlighted and noted as such.

5.6 PROGRESS REPORTS

The Consultant shall submit a monthly status report to the NDOT and CLV Project Managers stating the status of the project. The Progress Report shall be provided each month with the monthly invoice. The report shall be an overall progress summary of activities completed to date. It will address:

- Work or tasks completed since the last report
- Task budget status and especially justification for overruns
- Needs requests between task leads and sub-consultants
- Objectives for the next month
- Changes or conflicts in scheduling, scope, and/or budget.
- Written authorizations for out-of-scope items per section 7.2 of the original Agreement.

All invoices submitted will provide a signature line for both NDOT and the CLV to indicate approval.

This work is to be completed as part of the Task 5.1, Project Management

5.7 PROJECT COORDINATION

Daily project coordination may be necessary to meet the project schedule milestones. Coordination will take place on a regular basis as further described in the Project Management Plan to be prepared by NDOT.

5.7.1 Project Status Meetings

Monthly project status meetings will be run and organized by the NDOT Project Manager. The Consultant Project Manager shall prepare for, attend and will:

- Report on the progress of development of the construction documents, reports, plans, and other project deliverables,
- Discuss upcoming milestones and the deliverables associated with them,
- Report on deviations from the schedule, and ways to recover,
- Submit requests for additional information from NDOT or other project team members, and

It is estimated that eleven (11) monthly project status meetings will be held beginning in April 2011 and ending in February 2012 taking these meetings through design and ending at the bid phase. Three (3) of the eleven (11) meetings will be combined with the design review meetings as outlined in Task 5.2.2. The monthly meetings will be held on the last Tuesday of each month from 10 am to 12 pm at the NDOT Las Vegas District 1 conference room with video conference to NDOT in Carson City. Meeting notes will be the duty of the Consultant Project Manager with

distribution to occur within one (1) week after meeting adjournment. The NDOT Project manager will distribute meeting notes to the entire team.

5.7.2 Miscellaneous Meetings

The Consultant shall attend miscellaneous meetings as required by the NDOT and CLV Project Manager. These meetings include, but are not limited to, coordination with NDOT and CLV task leaders and addressing concerns of various agencies, citizens, or special interest groups not otherwise indentified in section 5.7.2. The Consultant shall be responsible for coordinating, attending and preparing meeting minutes for those meetings.

It is estimated that four (4) miscellaneous meetings shall be required and held in Las Vegas.

5.7.3 Coordination with NDOT Divisions

The Consultant Project Manager shall perform all necessary coordination with other agencies and other NDOT Divisions. The results of any pertinent coordination in which project decisions are made will be made available to the CLV and the NDOT Project Manager either over the weekly phone conversations or by email.

It is estimated that four (4) separate meetings with NDOT Divisions shall be required and held in Las Vegas.

In addition, these coordination meetings will include two (2) coordination meetings between the Consultant, CLV, NDOT Bridge, NDOT Bridge Maintenance, and NDOT Landscape Architecture to coordinate and discuss and coordinate the structural design of the architectural features such as the entry signs, and the interpretive panels.

5.7.4 Correspondence

Copies of all formal correspondence shall be forwarded immediately to NDOT, CLV and Consultant Project Managers. The Consultant Project Manager shall maintain a file of all written project correspondence. Any phone call or verbal request with the potential to affect the scope, budget, schedule or quality of the project needs to be in writing (letter or email) and forwarded immediately to the NDOT and CLV Project Manager. The file shall briefly note the identity of the sender and recipient(s), the date, and the subject of the correspondence. Consultant action related to the request will be determined by the CLV and NDOT Project Manager.
The Consultant will request all information and approvals necessary to complete the design for the project in writing and in accordance with the project schedule to provide NDOT and CLV with sufficient time to respond to the requests. The requests include but are not limited to: traffic data, survey information, mapping information, right-of-way verification information, utility information, encroachment permits, crash data, material design information, geometric approval, etc. The request shall include the date that the information is required in order to meet the schedule.

The Consultant's Project Manager shall conduct informal monthly telephone conversations with the NDOT and CLV Project Manager and other key project personnel as appropriate, e.g. conference calling. Project progress, consultant budget and the project schedule shall be discussed.

This work is to be completed as part of the Task 5.1, Project Management.

5.7.5 Project Management Plan

The Consultant shall assist the NDOT Project Manager with the development of a Project Management Plan according to the NDOT Project Management Guidelines and as further described in the original Agreement per Task 3.6.5. The Consultant will review draft versions and provide comments. In addition the Consultant will provide the design schedule as prepared under Task 5.5.1.

5.8 QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

The Consultant is responsible for the accuracy and completeness of the plans and related design prepared under this contract and shall check all such material accordingly. The consultant, the geotechnical and electrical sub-consultants, and all other sub-consultants shall have a quality control plan in effect during the entire time work is being performed under this contract. The plan shall establish a process whereby plans, reports, calculations and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The NDOT Project Manager may perform periodic Quality Control audits. The Quality Assurance check set will be submitted to the NDOT Project Manager prior to submitting the plans to NDOT for independent checking. The check set will contain all elements defined in the approved Quality Control Plan.

5.8.1 Consultant Plan and Quality Reviews

The Consultant will utilize the QA/QC plan as prepared and approved under the original Agreement, Task 3.7.1 for the work described under this Amendment, no modifications are anticipated.

This task will be to implement, and perform QA/QC reviews as outlined within the QA/QC plan for each formal submittal to the CLV and NDOT. These reviews for each submittal stage will be provided as an independent review of the submittal packages as a whole, and does not include the individual discipline specific reviews which are to be conducted as part of those tasks. This task does not include the detailed independent checking review as required by NDOT structures which shall be completed as part of those tasks.

5.8.2 Constructability Review and Construction Schedule

The Consultant will conduct a constructability review including an evaluation of the engineers estimate and unit bid prices. The review shall look at the feasibility of building the project while maintaining a safe work environment for the contractor and the general public. The constructability review will identify type of equipment, access issues and needs, construction methods to minimize R/W impacts to the project to improve the efficiency of the design. Constructability reviews will identify material availability and make recommendations for alternative construction methods and materials. The constructability review will be necessary to identify the need for temporary or permanent right of way easements prior to the right of way setting at the preliminary submittal. The review will also identify recommendations to improve the construction and maintain or compress the construction schedule. The review shall identify deficiencies in the documents that may create an unbalanced or unfavorable bid. The Consultant shall meet and coordinate with NDOT Constructability staff and other NDOT staff, as determined by the NDOT Project Manager, in addition to the CLV staff to determine final solutions.

The CLV or NDOT may contract with a third party to perform a bid and constructability review. The Consultant will coordinate with and address comments as received from this review.

As part of the Design Review Meeting for the PS&E Submittal (Pre-Final), Task 5.2.2, the Consultant's Project Manager will obtain comments from the Constructability Review of the third party, NDOT and the CLV. The Consultant shall independently assemble written comments which address potential constructability shortfalls, value analysis points, and recommendations for correcting associated designs deficiencies.

At the time of the PS&E Review Submittal (Pre-Final), the Consultant will provide a preliminary schedule for the construction duration.

5.9 PUBLIC RELATIONS

The public outreach and information for this project will be managed by the CLV communications team. The design Consultant will be responsible to coordinate project information with the CLV and NDOT and to attend public information meetings. The CLV communications staff will be included in project meetings as appropriate to ensure that pertinent information is conveyed.

5.9.1 Supplemental Public Outreach

The Consultant shall assist the CLV communications team, NDOT Project Manager and the NDOT Public Information Officer with creating, preparing and releasing relevant and timely information to the media regarding project status. This work will be conducted as approved as part of authorization of additional services, and is not included as part of this base scope of work.

5.9.2 Interpretive Panel Design Workshop

The Consultant shall prepare for and attend a Design Development Workshop to obtain public/stakeholder comments and input in order to develop and gain concurrence for a preferred aesthetic treatment on the interpretive panels to be constructed on the bridge abutment walls under I-15 and a plaque commemorating the reopening of F Street.

5.9.2.1 Interpretive Panel Design

The Consultant will coordinate with the CLV and NDOT to create a mailer in order to solicit ideas from the community and other key stakeholders for the preparation of three (3) conceptual alternatives for the interpretive panels and a plaque commemorating the reopening of F Street. The Consultant, with the assistance of the CLV and NDOT, will prepare an outline and the content for the mailer. This format and outline will be reviewed via email correspondence and finalized over a conference call as required. Once finalized, the CLV will prepare all the final graphics, create copies of the mailer, and mail as required. The Consultant will provide a digital copy of any necessary graphics to be included within the mailer.

Following the distribution of the mailer and receipt of community/stakeholder feedback, the Consultant will conduct a debrief of the ideas received with CLV and NDOT staff to review the outcome and determine the focus for moving forward towards the creation of three (3) interpretive panel alternatives and a plaque commemorating the reopening of F Street to be presented at the Interpretive Panel Design Workshop.

5.9.2.2 Council and Senator Briefing

The Consultant will attend a briefing to present the three (3) interpretive panel alternatives and the plaque commemorating the reopening of F Street as derived from the input received as part of Task 5.9.2.1. The Consultant's staff will prepare the materials and the CLV and NDOT staff will conduct the meeting.

5.9.2.3 Interpretive Panel Design Workshop

The Consultant will conduct an Interpretive Panel Design Workshop in order to present the three (3) interpretive panel alternatives and a plaque commemorating the reopening of F Street which were derived from input received from the Community mailer as indicated in Task 5.9.2.1, and further refined following the Council and Senator Briefing described in Task 5.9.2.2. In preparations of this meeting, the Consultant will analyze and review the feedback from the Council and Senator Briefing. The Consultant will modify and update the alternatives to address the additional input, as appropriate.

The Consultant, with the assistance of the CLV and NDOT, will prepare an outline and meeting format. This format and outline will be reviewed and the meeting will be planned over a series of three (3) face to face meetings to be conducted at the CLV, and conference calls as required. The meeting will be conducted in a group setting. Following the presentation of the interpretive panel alternatives, the Consultant will conduct a series of voting exercises with the entire group to select a preferred alternative. The Consultant will prepare graphic presentations for this meeting as needed. The City will be responsible for conducting and facilitating this meeting. The Consultant will attend meetings in preparation of the workshop which will be conducted by the CLV at the City. The Consultant will include the preparation of the presentation of materials including display boards, development of 3D renderings, handouts, power point presentations and polling devices. The CLV will schedule the meeting, meeting room, and handle all notifications to the public/stakeholders.

5.10 PROJECT CLOSEOUT

The Consultant shall provide the CLV and NDOT Project Manager with copies of project documentation which includes, but is not limited to, correspondence, design criteria, design calculations, CADD files, all digital files, final cost estimate, quantity book, and bid supplemental.

5.11 DELIVERABLES

5.11.1 Meeting Minutes
5.11.2 Master Project Design Schedule Updates
5.11.3 Monthly Progress Report
5.11.4 Constructability Review Comments
5.11.5 Construction Cost Estimate, including updates
5.11.6 Preliminary Construction Schedule
5.11.7 Contact Log/Correspondence
5.11.8 Interpretive Panel Concepts (3)
5.11.9 Project Closeout

Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such

afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

6. FINAL DESIGN

The final design submittals shall meet all Road Design Guide design submittal requirements.

The Consultant shall prepare the final Plans, Specifications & Estimate (PS&E) in the English system of measurement for construction of the Project in an NDOT format. It is anticipated that NDOT will advertise, award and administer the construction of the project.

Designs and drawings shall be prepared in English units using MicroStation V8i (version 08.11.05.17) and InRoads (version 08.11.05.47) software, and will adhere to the plan preparation section of the NDOT 2010 Design Guide. Converted AutoCAD files shall not be accepted. The plan sheets shall be at 1"=100' scale with stationing from left to right. All plans or drawings shall be prepared on 11" x 17" sheets, meet those requirements as indicated within Task 2.1 of the original Agreement, and shall include all improvement drawings as listed under Task 6.11.12.4. The plan sheets shall include location of known existing and proposed (by others) utilities, drainage facilities, right-of-way, and centerline control and property owners.

PS&E plans will be provided at the Intermediate Design Review Submittal (60%), PS&E Review Submittal (Pre-Final) and Final Submittals as follows:

1. Intermediate Design Submittal (60%): The Consultant shall prepare and submit two (2) sets of plans and a PDF file to NDOT for reproduction and the distribution of sets to NDOT divisions, the CLV and all utility companies for review and comment. In addition to the plan sets, a PDF file will also be provided containing an estimate of probable costs utilizing NDOT bid items, and a preliminary construction schedule for distribution. Following the review of the submittal package, the Consultant shall meet with the CLV, NDOT and other agencies to obtain and review the comments as per Task 5.2.2 on the Intermediate Design Submittal (60%) package.

2. PS&E Review Submittal (Pre-Final): The Consultant shall prepare and submit six (6) sets to the CLV and four (4) sets to NDOT for review and comment. In addition to the plan sets, a PDF file will also be provided containing an estimate of probable costs utilizing NDOT bid items, and a preliminary construction schedule for distribution. Following the review of the submittal package, which will include a bidability and constructability review by the CLV and NDOT, the Consultant shall meet with the CLV, NDOT and other agencies to obtain and review the comments as per Task 5.2.2 on the PS&E Review Submittal (Pre-Final) package. In addition a PDF file of the plan set will be distributed to NDOT for reproduction and the distribution to all utility companies as required for review and comment.

3. Final Submittal: The Consultant shall prepare and submit four (4) sets of plans and a PDF file to NDOT for reproduction and the distribution of sets to NDOT divisions, the CLV and all utility companies for final review and comment. In addition to the plan sets, a PDF file will also be provided containing an estimate of probable costs utilizing NDOT bid items, and a preliminary construction schedule for distribution. Following the review of the submittal package, the Consultant shall meet with the CLV, NDOT and other agencies to obtain and review the comments as per Task 5.2.2 on the PS&E Review Submittal (Pre-Final) package.

4. Bid Submittal: The Consultant shall provide a hard copy and a PDF file of original sealed plans, quantities, cost estimate and calculations. The NDOT Project Manager will obtain signatures from the NDOT Director. The Consultant shall obtain signatures from all other agencies, and will provide the final cover sheet to the CITY's designated project manager to obtain internal final signatures.

The PS&E plans are anticipated to include the following plan sheets and design:

6.1 GENERAL PLAN SHEETS

The Consultant shall prepare general plan sheets including a cover/title sheet (one for NDOT and another for CLV and local agencies), general notes, location sketch, surface quantities and theoretical applications for paving and base materials, and earthwork summary sheets.

6.2 LOCATION/SURVEY

As per the original Agreement, NDOT has provided information and data necessary for the location and survey associated with this project. The Consultant shall use this information to prepare control and alignment sheets for the project. All surveys and mapping shall conform to NDOT's "Special Instructions for Survey, Mapping, or GIS Consultants" dated September 2002. All surveys shall be referenced directly to the current Survey Control Network established by NDOT.

6.2.1 Field Survey

The Consultant will utilize existing survey information provided by NDOT under the original Agreement and will provide any additional field survey as required to complete the final design outlined within this Amendment. This survey will include, but is not limited to, topographic features, including inside and outside edges of pavement to perpetuate existing cross slopes and match existing grades, project match points, drainage facility locations and inverts, utilities, clearances, sign locations, and other details not included in the aerial base mapping supplied by NDOT or needed for design grade accuracy for widening, vertical alignments, and retaining walls.

All surveys will be referenced directly to the current Survey Control Network established by NDOT. All survey work will meet or exceed standards according to the NDOT "Special Instructions for Survey, Mapping, or GIS Consultants" handbook. Survey specifications and procedures will be completed in accordance with the "Special Instructions for Survey, Mapping, or GIS Consultants" handbook available from the NDOT Location Division.

6.3 ROADWAY

Final design will be provided by the Consultant following approval of the Preliminary Design Review Submittal (30%) as included within the original Agreement.

6.3.1 Final Design Plans

Upon approval of the Preliminary Design Review Submittal (30%) per the original Agreement, the Consultant shall develop final design plans for construction of the project. The plans shall be prepared on NDOT standard 11"x17" sheets and in conformance with the NDOT Road Design Guide requirements and Task 2.1 of the original Agreement. The Consultant will prepare roadway plan sheets, roadway removal and rehabilitation sheets, typical sections, profile

sheets, gore details as required, special details and the associated structures lists for roadway and removal items. In addition, the Consultant will prepare the back-up quantity reports in an NDOT format along with the required roadway earthwork cross section report and summary.

6.4 STRUCTURAL

Bridge data collection, the structures design criteria memorandum and structural type selection report for the bridge and retaining walls have been completed under the original Agreement and will be the basis of the final structural design. It's anticipated that no structural work will be required for utility, drainage or sign structures. Final bridge and retaining structure designs shall be prepared in accordance with the recommendations of the Final Geotechnical Report and the design references as indicated in Task 2.1 of the original Agreement.

6.4.1 Final Bridge Design

Prepare final bridge design, construction documents and calculations based on the approved type selection report, as per the original Agreement, for the I-15 mainline and adjacent SE ramp and D1 ramp structures crossing F Street. For the purpose of this Amendment, it's anticipated that the preferred structure type will consist of short seat abutments on closely spaced drilled shafts (CDIH piles) with a tie-back wall face and a composite steel superstructure. A super structure type of Cast-in-Place Pre-Stressed Box Girder or Pre-Cast Pre-Stressed Concrete "I" Girders could also be accommodated under this scope of services. Any other structure type (super- or sub-structure) may require authorization of additional services. The plans will be presented in NDOT format. Bar marks, bent bar diagrams and bill of materials along with detailed log of test borings will be provided in the final submittal. The design will follow the LRFD method as required for new bridge structures. Architectural treatment detailing for the bridges will be included under Task 4.7.2 of the original Agreement and according to the approved conceptual aesthetics plan.

6.4.2 Final Retaining Wall Design

Prepare final retaining wall design and/or modifications to existing retaining walls, construction documents and calculations based on the approved type selection report, as per the original Agreement, for the proposed retaining walls along I-15 approaching the new bridge structure at F Street and along both sides of F Street from I-15 to McWilliams in NDOT format. Bar marks, bent bar diagrams and bill of materials will be provided in the final submittal. Architectural treatment detailing for retaining walls will be included under Task 4.7.2 of the original Agreement and according to the approved conceptual aesthetics plan.

6.4.3 Structural Design for Aesthetic Treatments

The Consultant will prepare the structural design as required for architectural elements as defined under Task 6.7, below. These features will include the structural design for the icon towers, entry accent frames, entry accent signs, interpretative panels, and the illuminated decade marker support frames.

6.5 DRAINAGE

As stated in the preliminary analysis (30%) submittal, and per the original Agreement, an off-site hydrologic analysis will not be performed and the offsite flows impacting the project will be referenced from previous drainage reports provided to the Consultant by NDOT and/or the CLV. Roadway on-site surface drainage design (limited to F Street) will be advanced from the

preliminary analysis to final design. Should existing freeway drainage facilities need to be modified or additional analysis provided, then an additional service request will be negotiated.

The Consultant shall perform all necessary drainage design for the project in accordance with the NDOT Drainage Manual, NDOT Storm Water Quality Manuals and CCRFCD Hydrologic Criteria and Drainage Design Manual requirements.

6.5.1 Final Drainage Report Analysis

The Consultant shall use the existing and proposed hydrologic conditions for areas impacting the drainage within the project limits developed for the preliminary design (30%) and modified accordingly based on comments received from the CLV and NDOT. As stated in the original Agreement an off-site hydrologic analysis will not be performed.

The Consultant shall advance the preliminary hydraulic design (30%) to final design, incorporating all comments received from the CLV and NDOT. Horizontal stationing of improvements and profiles for onsite storm drainage facilities will be developed, identifying design capacities for on-site improvements. Should existing freeway drainage facilities need to be modified or additional analysis provided, then an additional service request will be negotiated.

Drainage report summarizing the findings and recommendations of the hydrologic and hydraulic analysis shall be developed and submitted for NDOT and CLV review. The report shall specifically address NDOT, CCRFCD, and Local requirements as defined in the NDOT Drainage Manual and this Amendment. All comments will be addressed with a written response and shall be provided and documented in following report. The Consultant shall refine the drainage design between each submittal as outlined in the NDOT Drainage Manual. The drainage report will only be submitted for the PS&E (Pre-Final) Submittal as a Final submittal.

6.5.2 Drainage Plans

Drainage plans shall be developed and submitted for NDOT and CLV review. The plans shall specifically address NDOT, CCRFCD, and Local requirements as defined in the NDOT Drainage Manual and this Amendment. All comments will be addressed with a written response and shall be provided and documented in the final report. The Consultant shall refine the drainage design between each submittal as outlined in the NDOT Drainage Manual.

- Intermediate (60%) Design Review Submittal – The intermediate submittal will incorporate and reconcile any preliminary design review comments. Additionally, it will include a substantially complete on-site and off-site drainage design, indicate any final easement locations, and substantially complete profiles for all facilities. Drainage details will show general approach and major dimensions. This submittal will include the revised and updated drainage design plans and will not include a drainage report.
- PS&E (Pre-Final) Review Submittal – The PS&E submittal will incorporate and reconcile any intermediate design review submittal comments. The final drainage report will be updated and included with this submittal.
- Final Design Review Submittal – The final submittal will incorporate and reconcile all previously identified comments. This submittal will include the revised and updated drainage design plans and will not include a drainage report.

6.6 TRAFFIC

All traffic related design should be closely coordinated through the NDOT and CLV Project managers, with the NDOT Traffic, Maintenance and Operations and Construction Divisions, FHWA and CLV Traffic staff through final design.

6.6.1 ITS

The Consultant shall prepare ITS plans which will be prepared to perpetuate and repair the existing ITS system as a result of traffic control and the new roadway improvements. These systems include the main fiber trunk main running parallel to I-15 in the north and south direction. In addition, ramp metering facilities located on the southbound on-ramp from D Street to I-15 South will need to be removed and relocated as necessary.

6.6.2 Signals

Signal plans will be prepared for the intersections of the D Connector and Washington Avenue at F Street. The Consultant will prepare complete signal plans for these two intersections for the ultimate condition, while providing for the construction of interim improvements such as conduit and signal foundation. In addition, signal plans will be prepared for the modifications of the existing signal at Bonanza Road at F Street.

6.6.3 Lighting

The Consultant shall prepare lighting plans along F Street which meets the Illuminance design values of AASHTO's Roadway Lighting Design Guide. The Consultant shall work with NV Energy (NVE) and coordinate with NDOT Right-of-Way Utilities or CLV for power services locations. Existing lighting will be perpetuated where feasible. The design shall provide for new/relocated lighting along F Street, bridge under-deck lighting at I-15, sign lighting, removal and replacement of high mast lighting along I-15 for traffic control, and aesthetic lighting as required to illuminate the interpretive panels under I-15, and power for irrigation systems. It's anticipated that two service point locations will be required; one for CLV services, and one for NDOT. Lighting plans will also include freeway lighting impacted as a result of traffic control which would need to be removed and replaced; no lighting analysis along I-15 is anticipated. This work will also include the electrical systems required for the installation of new service pedestals, including the conduit to the power source, and the relocation of existing power services to accommodate the relocation of existing overhead power lines. No landscape accent lighting is anticipated.

6.6.4 Signing

The Consultant will prepare permanent signing plans which will include surface street signing, and freeway signing affected as a result of traffic control. Signing plans will be based on MUTCD and NDOT standards.

6.6.5 Striping

The Consultant will prepare permanent striping plans for the roadways within the project limits based on MUTCD and NDOT standards. This work will include freeway striping as a result of removals associated with the traffic control in addition to surface streets.

6.6.6 Final Traffic Management Plan (TMP)

The final TMP will require continual coordination with the various stakeholders and the TMP team, the Consultant shall:

- Develop Temporary Traffic Control (TTC) Plans that include but are not limited to temporary signing and striping, traffic control devices, work zone area, lane assignments, detours, and construction staging plans.
- Develop Transportation Operations (TO) Plan that includes but is not limited to determining constrains and requirements that are needed in the TTC, determining constrains that affect traffic operations such as reducing number of lanes, lowering speed limit, lane widths, working days and hourly limitations, and determining impact in the adjacent network and identify the mitigation strategies.
- Develop Public Information Plan
- A final TMP report that includes TTC plans, TO Plan and PI Plan will be prepared in compliance with NDOT requirements.

6.7 AESTHETICS

Aesthetics will include the development and design of hardscape improvements, landscaping and irrigation, and bridge and retaining wall aesthetic treatments based on the preferred conceptual design alternative, "Historical". Design will include the development of interpretive panel alternatives including a plaque commemorating the reopening of F Street to be presented to the public for review and selection, and final design plans which will include an Intermediate Design Review Submittal (60%), PS&E Review Submittal (Pre-Final), and Final Submittal.

6.7.1 Preliminary Design Development and Public Involvement

6.7.1.1 Interpretive Design Development

Working with CLV and NDOT staff, the Consultant will develop three (3) aesthetic treatment alternatives for the interpretive panels and associated elements located under the bridges as shown in the preferred conceptual design alternative. These alternatives will be used to determine the visual quality of the elements under the bridges only for a single decade, or one panel of the entire wall. In addition, the historical figures and facts that are highlighted throughout the design will be determined during this task as outlined in Task 5.9.2, and a table containing the data collected will be create. The level of treatment will follow the standards set forth in *Pattern and Palette of Place: A Landscape and Aesthetics Master Plan for the Nevada State Highway System* and the *I-15 Landscape and Aesthetics Corridor Plan.*

6.7.2 Final Design Plans

6.7.2.1 Aesthetic Plans

The Consultant will prepare an Intermediate Design Review Submittal (60%) for the aesthetics plans based on the preferred conceptual design alternative, "Historical", and comments received from the public as part of the preliminary design development, task 6.7.1. Working with the CLV and NDOT staff, the Consultant will further develop aesthetic treatments for abutment walls, retaining walls, structures and ground plane, as necessary. The level of treatment will follow the standards set forth in *Pattern and Palette of Place: A Landscape and Aesthetics Master Plan for the Nevada State Highway System* and the *I-15 Landscape and Aesthetics Corridor Plan.*

The Consultant will prepare a PS&E Review Submittal (Pre-Final) for the aesthetics plans that will incorporate comments from the Intermediate Design Review Submittal (60%) submittal. The aesthetic treatments will be applied to abutment walls, retaining walls, structures and ground plane, as necessary. Construction details and outline specifications will accompany this submittal.

The Consultant will prepare a Final Submittal for the aesthetics plans that will incorporate comments from the PS&E Submittal (Pre-Final). The aesthetic treatments will be applied to abutment walls, retaining walls, structures and ground plane, as necessary. Construction details and specifications will accompany this submittal.

6.7.2.2 Landscape Planting

The Consultant will prepare an Intermediate Design Review Submittal (60%) for the landscaping that indicates tree placement from I-15 north along F Street, terminating at Washington Avenue, all within CLV right-of-way. A plant palette given to the Consultant by the CLV will be utilized representing the plant material that is coordinated with the planned D Street streetscape design. A plant schedule will be prepared listing all plant material with botanical and common names.

The Consultant will prepare a PS&E Review Submittal (Pre-Final) and a Final Submittal for the landscaping that will incorporate comments from the submittal preceding, and will indicate tree placement, shrub massings and groundcover plantings as directed by the CLV. A plant palette given to the Consultant by the CLV will be utilized representing the plant material that is coordinated with the planned D Street streetscape design. A plant schedule will be prepared listing all plant material with botanical and common names, plant material size and quantities. Construction details and outline specifications will accompany this submittal. Coordination of landscape planting will also be conducted with NDOT District 1 maintenance as required and only when within NDOT right-of-way.

6.7.2.3 Landscape Irrigation

The Consultant will prepare an Intermediate Design Review Submittal (60%) irrigation plans indicating the location of point of connection, irrigation zones and irrigation sleeving. This document will be used to coordinate with the other proposed utility improvements associated with the project.

The Consultant will prepare a PS&E Review Submittal (Pre-Final) and a Final Submittal for the landscaping that will incorporate comments from the submittal preceding, and will indicate the location of point of connection, irrigation zones, irrigation sleeving, valves, mainline, lateral lines and a central control unit (CCU). Manufacturer of the CCU shall comply with the requirements of the agency responsible for physical maintenance. That agency shall be responsible for obtaining any sole source requirements. In addition water service connections will be designated and designed as required, along with any necessary power service for irrigation systems and aesthetic lighting requirements. Construction details and specifications will accompany this submittal. Coordination of landscape irrigation will also be conducted with NDOT District 1 maintenance as required and only when within NDOT right-of-way.

6.7.2.4 Cost Estimates

The Consultant will prepare a preliminary opinion of possible construction and long term maintenance cost for all landscape and aesthetic treatments, for each submittal along with the associated structure list.

6.8 RIGHT-OF-WAY

6.8.1 Utility Designating and Coordination

Consultant shall provide by subcontractor or otherwise, potholing to determine the exact horizontal and vertical location of utilities or other underground improvements that may be in conflict with the proposed utility and storm drain relocations. Potholing will utilize vacuum excavating techniques and will be providing meeting the requirements of this Amendment and those identified within Task 4.8 of the original Agreement. If utility depths are greater than 10 feet, utilization of a backhoe may be necessary. The use of a backhoe may require additional Consultant fee. This task will also include survey as required to locate the horizontal and vertical location of the proposed test holes including CLV and NDOT permitting as required. It is assumed that approximately five (5) potholes are required. The Consultant shall prepare and submit a preliminary utility conflict schedule that includes recommendations for the additional potholing. The locations of all pothole requests are to be approved by the CLV and NDOT prior to the work being performed. In addition, utility tracing will be completed at the location of all proposed inlets to determine the horizontal location of the utility and if a conflict exists. Additional test holes will be completed as part of supplemental services.

It is anticipated that separate utility coordination meetings will occur with each of the impacted utilities, to include the Las Vegas Valley Water District (LVVWD), Cox Communications, Embarq, Southwest Gas, NV Energy Transmission and Distribution, and CLV Sewer. It's anticipated that NV Energy Distribution will require up to three (3) coordination meetings, while all others will require no more than one (1) separate meeting beyond our monthly progress meetings. The NDOT and CLV, with assistance from the Consultant, will coordinate with each of these utilities companies for the relocation of their facilities. Reviews will be completed to confirm conformance with the proposed design. It is assumed that each utility will design and relocate their facilities outside of those indicated within this Amendment. In the event that the utility is to complete their work as part of this bid package, the Consultant shall add their design plans to the bid package, and shall accommodate for these items in the specifications and bid quantities.

The Consultant shall prepare and maintain a utility conflict schedule showing the utility conflicts, relocation schedules, and estimated costs throughout the duration of final design. The conflict report will identify all existing utilities within the corridor and cross-streets that could be impacted. This existing utility information will be as complete and accurate as the information provided by utility companies. The conflict report will also identify proposed design features, their footprint, and conflict locations with existing utilities highlighted. Cross-section information will be provided at each conflict location identifying existing ground, the approximate utility location and the design features. A spreadsheet will be created identifying and numbering each potential impact location, the utility ownership, potential impact information, pothole information (if available), and relocation recommendations. This schedule will be updated after each design submittal as more information is made available and will include conflict resolution information and right-of-way impact status once the relocation design is reviewed and each conflict is resolved.

The Consultant shall obtain, from the utility companies in conflict, prior rights verification for the purposes of allocating cost of relocations or adjustments.

The Consultant, through NDOT, will provide each utility company with design files and information as well as cross sectional information to determine the optimal location for new or

relocated facilities. The Consultant will review utility relocation plans and permits and provide NDOT with comments and constraints to ensure conflicts have been resolved.

If right-of-way acquisition is not necessary the Consultant will confirm that all impacts to utilities have been addressed and resolved to the degree that any relocations or adjustments can be made within existing right-of-way.

6.8.2 Right of Way Engineering

The Consultant shall research existing surveys, parcel maps, and other records as necessary to obtain needed data in preparation of setting all existing CLV Right-of-Way along F Street and its intersecting streets within the project limits. This will be set based on available records.

The Consultant shall prepare legal descriptions and exhibits in a CLV format for the City's use in obtaining the necessary rights of way. This will be based on the easements and right-of-way requirements identified under the original Agreement. This scope doesn't include any that have not been identified for the relocation of any utilities including NV Energy. The Consultant is not scoped to provide any right of way acquisitions, right of way drawings in an NDOT format or title research. If it's required that the Consultant is to provide additional evaluation or acquisition of permanent right-of-way, utility easements or temporary easements, then an additional services request will be negotiated. It is assumed that CLV will perform work necessary for the appraisals and acquisitions.

6.8.3 Utility Engineering

Through final design, the Consultant shall be responsible for an inventory of all valves and manhole covers within the project limits, which shall be shown on the plans and shall list the name of the owner(s) on the Structure List. This inventory shall also include any survey monuments within the anticipated disturbed area of the project. The Consultant shall identify any potential impact with existing utilities associated with the proposed improvements. It will be the responsibility of the NDOT Utility Right-of-Way Agent shall coordinate the relocations with the utility companies and will be responsible for writing any necessary agreements for the relocations which are within NDOT Right-of-Way.

The Consultant shall prepare plan sheets for the relocation of existing utilities within F Street between Bonanza Road and McWilliams Avenue which are the responsibility of NDOT and/or the CLV. It's anticipated that an existing waterline and sewer line will need to be removed and replaced to accommodate the new vertical location of F Street. The Consultant will complete the design of the relocation of these facilities but will not be required to provide any sizing or analysis for the existing waterline and/or sewer.

The Consultant shall also prepare plan sheets for new utility services to accommodate the proposed aesthetic plan and lighting layout. This will include providing water and electrical service for irrigation systems, and power service needs for street lighting. These services will be completed as part of Tasks 6.6 and 6.7 as indicated above. It's anticipated that no other new utilities and /or services are proposed to be designed under this contract.

6.9 MATERIALS

The Consultant will hire a firm specializing in geotechnical engineering to provide all necessary testing and foundation recommendations.

6.9.1 Geotechnical

The Consultant shall review all available geotechnical information of the area including published geologic and geologic hazard maps from the Nevada Bureau of Mines and Geology and the U.S Geological Survey. The investigation shall consist of research, review, analysis, and report preparation for use during final design and bidding. The Consultant will be responsible for all exploration and laboratory testing to be performed as necessary to supplement NDOT data. These investigations, including sampling, testing, analysis, subsequent design, and reports shall be in accordance with NDOT's Geotechnical Policies and Procedures Manual (2005). The reports and design calculations are to be submitted to the CLV and NDOT for review, comment and approval. All investigations, analysis and design/construction recommendations shall be according to NDOT, AASHTO and FHWA guidelines.

Field Program: Based on information from the 30% plans, the project work scope, the results of the Geotechnical Desk Study of the project site, and development history, the Consultant shall drill a total of 4-borings to a depth of 100 feet below native ground adjacent to I-15, at each bridge abutment. In addition 2-borings will be drilled to depths of 10 feet along the "F" Street alignment to provide recommendations for utility relocation or replacement. One 4-inch asphalt core sample will be taken in the "F" Street alignment to evaluate the existing pavement structural section. Split-spoon penetration testing (SPT) and soil sampling will be performed in general accordance with ASTM test method D1586 at 5 foot intervals to a depth of 50 feet and at 10 foot intervals to the final depth drilled. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. The Consultant will also include all necessary traffic control and permitting to perform the work described.

The Consultant shall obtain theoretical application rates, core data, and structural section information from NDOT. The Consultant shall show this information on the typical sections and/or summary sheets.

The geotechnical Sub Consultant shall review all plans and specifications to verify that all geotechnical recommendations have been incorporated.

6.9.1.1 Report

The geotechnical report shall include, but not limited to the following:

- Test boring location plan
- Logs of test borings with soil stratification based on visual soil classification
- Groundwater levels observed during and after completion of drilling
- Subsurface exploration procedures
- Encountered soils conditions
- Erosion characteristics of on-site soils
- Summarized laboratory data
- Design values for allowable bearing capacity for shallow and deep foundations. This will include bridge and sign foundations, and foundations as required for aesthetic treatments.
- Estimated settlements of foundations and walls
- Construction drainage control
- Seismic Site Classification
- Subgrade preparation / earthwork recommendations

Roadbed and Pavement Design – The Consultant shall conduct all field exploration and tests needed to design the pavement structural section. NDOT Materials Division will design the pavement structural section on I-15 and NDOT owned/maintained roadways using NDOT pavement design criteria. Pavement design on CLV owned/maintained streets will be the responsibility of the Consultant using CLV pavement design criteria.

For bidding, the Consultant shall split the field data and lab analysis into a separate volume to be utilized during the bidding phase.

6.10 SPECIFICATIONS

6.10.1 Notes to Specifications

The Consultant shall provide Special Provisions Notes to the NDOT Project Manager. The final Special Provisions shall be written by the NDOT.

6.10.1.1 Section 108.04 – Limitations of Operations

The Consultant shall prepare a draft Subsection 108.04, Limitation of Operations, which includes operational limits, phasing limits, working hour limits, traffic impact limits, restricted work limits, and construction milestones based on the construction sequencing and traffic control meetings.

6.10.1.2 Special Write-ups/Bid Items

The Consultant shall provide Special Provisions Notes to the NDOT Project Manager. The final Special Provisions shall be written by NDOT. The Special Provisions Notes shall be written in the imperative mood (see page 1 of the Standard Specifications) and in a format identical to the current edition of NDOT'S Standard Specifications for Road and Bridge Construction. The Special Provisions Notes shall be created and delivered in WordPerfect, using Universal font size 11 (use font size 9 for tables and footnotes). Files created in Microsoft Word and converted to WordPerfect will not be accepted.

The Special Provisions Notes shall only include information that is not covered in the Standard Specifications or current Specifications Pull Sheets. Copies of product brochures or product specifications are not acceptable. If it is necessary to specify materials by brand or trade name, a minimum of two brands must be provided and followed by the words "or approved equal." Where an individual product or trade name requires "sole source" use, a written justification must be provided. The justification to "sole source" requires review and approval by NDOT'S Chief Road Design Engineer and possibly FHWA.

6.11 DELIVERABLES

6.11.1 Final Drainage Report
6.11.2 Landscape and Aesthetic construction and maintenance estimates
6.11.3 Design Review Submittal (60%) including a complete cost estimate with NDOT bid items
6.11.4 PS&E Review Submittal (Pre-Final) including a complete cost estimate with NDOT bid items
6.11.5 Final Submittal
6.11.6 Final Estimate with NDOT Bid Items
6.11.7 Notes to Specifications
6.11.8 Final Design Report
6.11.9 Final Traffic Management Plan

6.11.10 Final Geotechnical Report
6.11.11 Utility Conflict Report
6.11.12 Final Cross Sections
6.11.13 Plan Submittals

6.11.13.1 Design Review Submittal (60%)
6.11.13.2 PS&E Submittal (Pre-Final)
6.11.13.3 Final Submittal
6.11.13.4 List of Sheet Types for each Submittal

- Title Sheet (base provided by NDOT)
- Location Sketch
- Typical Sections
- Summary of Surfacing Quantities, Earthwork Summary, General Notes, Theoretical Application Rates, Summary of Traffic Control Devices, Core Data, and Estimate of Quantities (to be provided by NDOT)
- Survey Control Sheets (provided by NDOT)
- Roadway Plan/Profile Sheets
- Geometric Sheets
- Special Details
  - Gore Details
  - ITS
  - Removal Sheets
  - Grading Details
- Landscape Sheets
  - Site Plan
  - Layout Plans
  - Irrigation Plans
  - Landscape Details
  - Irrigation Details
- Drainage Sheets
  - Drainage Details and Profiles
  - Grading information is included in the Drainage Plan Sheets
  - Temporary and Permanent Erosion Control plans if necessary
- Utility Plans
- Permanent Striping Details
- Traffic Control Plan Sheets
- Signals/Lighting
- ITS Plan Sheets
- Sign Removal Sheets
- Permanent Sign Sheets
- Bridge Sheets
- Retaining Wall Sheets
- Boring Logs Location Map with Logs
- Structure Lists

The design submittals shall be sufficient detail for reviewers to evaluate the design for compliance with required criteria.

BID AND CONSTRUCTION SUPPORT SERVICES

7. CONTRACT ADMINISTRATION SUPPORT

It is anticipated that NDOT will advertise, award and administer the construction of the project.

7.1 SUPPLEMENTAL NOTICES

The Consultant shall provide additional drawings, cost estimates, quantities, and specifications as required by NDOT in response to RFI's for Supplemental Notices, if needed. Two (2) Supplemental Notices are anticipated. The Consultant shall make all necessary revisions or corrections resulting from errors and omissions on the part of the Consultant without additional compensation. Acceptance of the professional services by NDOT will not relieve the Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. The Consultant will be responsible for additional costs in subsequent related construction resulting from errors or omissions due to incompetence or negligence.

7.2 PRE-BID CONFERENCES

The Consultant shall attend a pre-bid conference, if held, to be conducted by NDOT.

7.3 BID ANALYSIS

The Consultant shall provide a bid analysis after bid opening as requested by the NDOT Project Manager. The Consultant shall assist NDOT staff in reviewing all bid package(s), making checks and cooperating with NDOT Project Manager to recommend selection of the lowest qualified bidder.

7.4 CONFORMED CONSTRUCTION DOCUMENTS

During the entire phase, the Consultant shall incorporate all supplemental notices and addenda information into the Construction Documents; and, between the date NDOT issues a Notice of Award of construction contract for the Project and the effective date of the Notice to Proceed, the Consultant shall provide updated construction documents that conform in every regard to the documents originally issued for bidding purposes plus all the information in all Project addenda (e.g., Conformed Contract Documents) and issue the Conformed Contract Documents to the successful bidder upon award of the contract.

7.5 PRE-CONSTRUCTION CONFERENCE

The Consultant Project Manager shall attend any Pre-construction Conference to answer the Contractor's questions regarding all elements of the design. The Consultant recognizes that formal Requests for Information (RFI's) or Requests for Clarification (RFC's) may result.

END OF EXHIBIT "A"

EXHIBIT "C"
REVISED PER AMENDMENT 1
PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

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

1.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

1.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 2: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Kickoff Meeting	10	To be held within one week of NTP
Intermediate Design Submittal (60%)	90	90 days from NTP and the 30% Design Review Meeting
Intermediate Design Review Meeting	30	CLV and NDOT to have 30 days to review
PS&E Review Submittal (Pre-Final)	90	90 days from the review meeting
PS&E Design Review Meeting	60	CLV and NDOT to have 60 days to review
Final Submittal	30	30 days from the review meeting
Final Review Meeting	30	CLV and NDOT to have 30 days to review
Bid Documents	15	15 days from the review meeting
TOTAL CALENDAR DAYS TO COMPLETE:	**355**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES

4.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

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

END OF EXHIBIT "C"

EXHIBIT "D"
REVISED PER AMENDMENT 1
FEE BREAKDOWN

ARTICLE 1: COMPENSATION AND TERMS OF PAYMENT

1.1 *General.* At the time of approval of this Amendment by the City Council, the City agrees to set aside one million five hundred ninety nine thousand six hundred and fifty seven dollars ($1,599,657) as the total appropriation for the performance of this Amendment. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

1.2 *Compensation: Basic Services (Lump Sum by Task).* The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed one million four hundred ninety nine thousand six hundred and fifty seven dollars ($1,499,657) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

1.3 *Compensation: Additional Services.* For the additional services set forth in Exhibit "E," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "E" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed one hundred thousand dollars ($100,000) without the prior written approval of the City.

EXHIBIT D – BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer II/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer III/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$80	$65	$55	$45	$35	$27	$38	$22	$25	$65			
3.9.1A	Conceptual Design Development Design Workshops	18	150	94	80	236	150	0	0	0	0	728	$0.00	$96,810.00
4.2.1A	Roadway Alternative Geometric Evaluations	0	0	56	32	0	60	0	0	0	0	148	$0.00	$18,420.00
4.5.1A	Traffic Analysis	0	0	28	0	40	0	0	0	0	0	68	$0.00	$8,820.00
4.7.1.2A	Stakeholder Meetings for Aesthetic Treatments	0	30	20	0	0	18	0	0	0	0	68	$0.00	$10,608.00
		18	180	198	112	276	228	0	0	0	0	1,012	$0.00	$134,658.00
		$1,440	$11,700	$10,890	$5,040	$9,660	$6,156	$0	$0	$0	$0		$0.00	$134,658.00
5	**Project Management**													
5.1	**Project Management**	0	100	0	0	0	0	0	0	0	0	100	$0.00	$19,500.00
5.2	**Design Meetings**													
5.2.1	Kickoff Meeting	4	4	12	4	0	0	0	0	2	0	26	$0.00	$4,410.00
5.2.2	Design Review Meetings	0	12	0	24	0	0	0	0	24	0	60	$0.00	$7,380.00
5.2.3	Traffic Control											0	$0.00	$0.00
5.2.3.1	Local Coordination	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
5.2.3.2	Intermediate TC Meeting	0	6	0	12	0	0	0	0	0	0	18	$0.00	$2,790.00
5.2.3.3	Plan Approval	0	4	0	6	0	0	0	0	0	0	10	$0.00	$1,590.00
5.2.4	Right of Way Setting											0	$0.00	$0.00
5.2.4.1	Right of Way Needs Assessment (Pre-Right of Way Setting)	2	6	0	16	0	8	0	0	4	0	36	$0.00	$4,758.00
5.2.4.2	Right of Way Setting	2	6	0	16	0	8	0	0	4	0	36	$0.00	$4,758.00
5.3	**Field Reviews**													
5.3.1	During Design	0	4	0	4	0	4	0	0	0	0	12	$0.00	$1,644.00
5.4	**Construction Cost Estimates**													
5.4.1	Developing and Maintaining Construction Cost Estimates	4	8	0	16	60	0	0	0	8	0	96	$0.00	$11,580.00

TASK	DESCRIPTION	Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer II/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
5.5	**Schedules**													
5.5.1	Developing & Maintaining Design Schedule	3	12	20	0	0	0	0	0	0	0	**35**	**$0.00**	**$6,360.00**
5.6	**Progress Reports**	0	0	0	0	0	0	0	0	0	0	**0**	**$0.00**	**$0.00**
5.7	**Project Coordination**													
5.7.1	Project Status Meetings	12	80	112	40	40	0	0	0	16	0	**300**	**$0.00**	**$47,760.00**
5.7.2	Miscellaneous Meetings	4	16	0	0	8	0	0	0	0	0	**28**	**$0.00**	**$4,920.00**
5.7.3	Coordination with NDOT Divisions	4	16	0	0	8	0	0	0	2	0	**30**	**$0.00**	**$5,070.00**
5.7.4	Correspondence	0	0	0	0	0	0	0	0	0	0	**0**	**$0.00**	**$0.00**
5.7.5	Project Management Plan	2	4	0	0	0	0	0	0	2	0	**8**	**$0.00**	**$1,410.00**
5.8	**Quality Assurance and Quality Control**													
5.8.1	Consultant Plan & Quality Reviews	12	24		120	60				12		**228**	**$0.00**	**$30,960.00**
5.8.2	Constructability Review and Construction Schedule	4	8	104		40				8		**164**	**$0.00**	**$24,480.00**
5.9	**Public Relations**													
5.9.1	Supplemental Public Outreach	0	0	0	0	0	0	0	0	0	0	**0**	**$0.00**	**$0.00**
5.9.2	Interpretive Panel Design Workshop											**0**	**$0.00**	**$0.00**
5.9.2.1	Interpretive Panel Design	2	4	20	0	10	0	0	0	0	0	**36**	**$1,000.00**	**$6,610.00**
5.9.2.2	Council and Senator Briefing	1	4	16	0	8	0	0	0	0	0	**29**	**$800.00**	**$5,300.00**
5.9.2.3	Interpretive Panel Design Workshop	2	16	40	0	20	0	0	0	0	0	**78**	**$2,000.00**	**$14,300.00**
5.10	**Project Closeout**	0	16	0	0	24	0	0	0	24	0	**64**	**$0.00**	**$7,440.00**
5.11	**Deliverables**	0	0	0	0	0	0	0	0	0	0	**0**	**$0.00**	**$0.00**
		58	**350**	**324**	**258**	**278**	**20**	**0**	**0**	**106**	**0**	1,394	**$3,800.00**	**$213,020.00**
		$4,640	**$22,750**	**$17,820**	**$11,610**	**$9,730**	**$540**	**$0**	**$0**	**$2,650**	**$0**		**$3,800.00**	**$213,020.00**
6	**Final Design**													
6.1	**General Plan Sheets**	0	8	0	40	0	24	0	0	0	0	**72**	**$0.00**	**$8,904.00**
6.2	**Location/Survey**											**0**	**$0.00**	**$0.00**
6.2.1	Field Survey	0	2	0	6	0	0	0	0	0	40	**48**	**$0.00**	**$9,000.00**
6.3	**Roadway**													
6.3.1	Final Design Plans	4	32	0	100	120	240	0	0	0	0	**496**	**$0.00**	**$52,740.00**

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6.4	**Structural**													
6.4.1	Final Bridge Design	0	528	0	1,088	900	667	0	999	63	0	**4,245**	**$0.00**	**$469,026.00**
6.4.2	Final Retaining Wall Design	0	76	0	157	130	96	0	144	9	0	**612**	**$0.00**	**$67,620.00**
6.4.3	Structural Design for Aesthetic Treatments	0	28	0	140	112	112	0	168	0	0	**560**	**$0.00**	**$56,280.00**
6.5	**Drainage**													
6.5.1	Final Drainage Report and Analysis	2	4	9	46	80	0	0	0	0	0	**141**	**$0.00**	**$17,355.00**
6.5.2	Drainage Plans	0	8	0	32	32	64	0	0	4	0	**140**	**$0.00**	**$14,724.00**
6.6	**Traffic**													
6.6.1	ITS	0	4	0	16	0	40	0	0	0	0	**60**	**$0.00**	**$6,180.00**
6.6.2	Signals	0	10	0	60	0	90	0	0	0	0	**160**	**$0.00**	**$17,340.00**
6.6.3	Lighting	0	12	0	24	16	60	0	0	0	0	**112**	**$17,000.00**	**$29,120.00**
6.6.4	Signing	0	0	0	20	0	60	0	0	0	0	**80**	**$0.00**	**$7,560.00**
6.6.5	Striping	0	0	0	32	8	80	0	0	0	0	**120**	**$0.00**	**$11,640.00**
6.6.6	Final Traffic Management Plan (TMP)	0	0	100	280	0	300	0	0	0	0	**680**	**$0.00**	**$78,600.00**
6.7	**Aesthetics**													
6.7.1	Preliminary Design Development and Public Involvement											**0**	**$0.00**	**$0.00**
6.7.1.1	Interpretive Design Development	0	40	60	0	60	0	0	80	0	0	**240**	**$7,500.00**	**$36,780.00**
6.7.2	Final Design Plans											**0**	**$0.00**	**$0.00**
6.7.2.1	Aesthetic Plans	0	80	160	0	220	0	0	240	0	0	**700**	**$20,000.00**	**$100,940.00**
6.7.2.2	Landscape Planting	0	0	20	0	20	0	0	40	0	0	**80**	**$0.00**	**$8,040.00**
6.7.2.3	Landscape Irrigation	0	0	10	0	20	0	0	20	0	0	**50**	**$0.00**	**$5,070.00**
6.7.2.4	Cost Estimates	0	0	20	0	40	0	0	40	0	0	**100**	**$0.00**	**$10,140.00**
6.8	**Right-of-Way**													
6.8.1	Utility Designating and Coordination	0	24	0	24	0	40	0	0	0	4	**92**	**$5,000.00**	**$16,940.00**
6.8.2	Right of Way Engineering	0	4	32	140	0	0	0	0	0	0	**176**	**$8,500.00**	**$33,460.00**
6.8.3	Utility Engineering	0	4	8	40	0	80	0	0	0	0	**132**	**$0.00**	**$13,980.00**
6.9	**Materials**													
6.9.1	Geotechnical	0	2	4	1	0	0	0	0	1	4	**12**	**$0.00**	**$2,040.00**
6.9.1.1	Report	0	0	0	0	0	0	0	0	0	0	**0**	**$52,950.00**	**$52,950.00**

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6.10	**Specifications**													
6.10.1	Notes to Specifications											**0**	**$0.00**	**$0.00**
6.10.1.1	Section 108.04 - Limitations of Operations	0	8	4	0	0	0	0	0	0	0	**12**	**$0.00**	**$2,220.00**
6.10.1.2	Special Write-ups/Bid Items	0	24	8	0	0	0	0	0	0	0	**32**	**$0.00**	**$6,000.00**
6.11	**Deliverables**	0	0	0	0	0	0	0	0	0	0	**0**	**$0.00**	**$0.00**
		6	**898**	**435**	**2,246**	**1,758**	**1,953**	**0**	**1,731**	**77**	**48**	**9,152**	**$110,950.00**	**$1,134,649.00**
		$480	**$58,370**	**$23,925**	**$101,070**	**$61,530**	**$52,731**	**$0**	**$38,082**	**$1,925**	**$3,120**		**$110,950.00**	**$1,134,649.00**
7	**Contract Administration Support**													
7.1	Supplemental Notices	0	16	0	24	0	24	0	0	0	0	**64**	**$500.00**	**$8,804.00**
7.2	Pre-Bid Conference	1	4	0	0	0	0	0	0	0	0	**5**	**$0.00**	**$1,020.00**
7.3	Bid Analysis	0	8	0	16	0	0	0	0	0	0	**24**	**$0.00**	**$3,720.00**
7.4	Conformed Construction Documents	0	2	0	8	0	16	0	0	0	0	**26**	**$0.00**	**$2,766.00**
7.5	Pre-construction Conference	1	4	0	0	0	0	0	0	0	0	**5**	**$0.00**	**$1,020.00**
		2	**34**	**0**	**48**	**0**	**40**	**0**	**0**	**0**	**0**	**124**	**$500.00**	**$17,330.00**
		$160	**$2,210**	**$0**	**$2,160**	**$0**	**$1,080**	**$0**	**$0**	**$0**	**$0**		**$500.00**	**$17,330.00**
	Total Basic Services Hours	**84**	**1,462**	**957**	**2,664**	**2,312**	**2,241**	**0**	**1,731**	**183**	**48**	**11,682**		
	Total Basic Services Fee	**$6,720.00**	**$95,030.00**	**$52,635.00**	**$119,880.00**	**$80,920.00**	**$60,507.00**	**$0.00**	**$38,082.00**	**$4,575.00**	**$3,120.00**		**$115,250.00**	**$1,499,657.00**

EXHIBIT "E"

REVISED PER AMENDMENT 1
ADDITIONAL COMPENSATION

1.1 **Reimbursable Expenses**. Reimbursable Expenses are not allowed.

1.2 **Upon written authorization by the City, the Consultant shall provide Additional Services which may include the following:**

1.2.1 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

1.2.2 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

1.2.3 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

1.2.4 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

1.2.5 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

1.2.6 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

1.2.7 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

1.2.8 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

1.2.9 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

1.2.10 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

1.2.11 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

1.2.12 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

1.2.13 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

1.2.14 **Structural** – As required by the City, Consultant shall provide additional structural design, including modifications to the proposed bridge types.

1.2.15 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

1.2.16 **Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

1.2.17 **Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

1.2.18 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

1.2.19 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

1.2.20 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

1.2.21 **Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

1.2.22 **Aesthetic Design** – As required by the City, Consultant shall provide additional aesthetic design which may also include additional design alternatives for the interpretive panels.

EXHIBIT E – ADDITIONAL SERVICE FEE BREAKDOWN

TASK	DESCRIPTION	Project Principal	Project Manager/ Value Facilitator/Senior Planner	Senior Engineer II/RW Manager/Scheduler Estimator/Landscape Manager/Professional Surveyor	Senior Engineer I/Senior RW Agent/PLS Technician	Project Engineer II/Sr. Landscape Architect	Project Engineer I	Senior Technician/RW Agent	Technician/ Landscape Architect I	Clerical	Survey Crew	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$80	$65	$55	$45	$35	$27	$38	$22	$25	$65			
	ADDITIONAL SERVICES													
1	Public Meetings		16		40		40					96	$412.00	$12,172.00
2	Additional Engineering Services		40		80		120					240	$0.00	$28,320.00
3	Aesthetic Design Services			40		60	40					140	$0.00	$16,140.00
4	Utility Relocation		16		40		40					96	$0.00	$11,760.00
5	Structural Design		40		80		120					240	$0.00	$28,320.00
6	Additional Bid Support Services		8		8		8					24	$0.00	$3,288.00
7												0	$0.00	$0.00
8												0	$0.00	$0.00
9												0	$0.00	$0.00
	Total Additional Services - Hours	0	120	40	248	60	368	0	0	0	0	836		
	Total Additional Services - Fee	$0.00	$7,800.00	$2,200.00	$11,160.00	$2,100.00	$9,936.00	$0.00	$0.00	$0.00	$0.00		$412.00	$100,000.00

EXHIBIT "G"

1. Definitions

"*City*" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Post, Buckley, Schuh & Jernigan, Inc., d/b/a/ PBS&J	
Address 2270 Corporate Circle, Suite 100, Henderson, NV 89074	
Telephone 702-263-7275	
EIN or DUNS 58-0896138	

Block 2	**Description**
Subject Matter of Contract/Agreement: **Preliminary engineering requirement to design the reopening of F Street**	
RFP #: Statement of Qualifications	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	PBSJ Corporation* *Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J is a wholly owned subsidiary of The PBS&J Corporation, a Florida Corporation. All stock of The PBSJ Corporation is owned by employees. There is no shareholder with more than 4% ownership	5300 West Cypress Street , Tampa FL 33607	(813)282-7275

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.

DE ANN H. FRANKLIN
Notary Public, State of Nevada
Appointment No. 06-109210-1
My Appt. Expires Oct 16, 2014

Name

Feb 2, 2011
Date

Subscribed and sworn to before me this 2nd day of February, 2011.

Notary Public

EXHIBIT "G"

1. Definitions

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Telephone 702-263-7275
EIN or DUNS 58-0896138

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RFP #: Statement of Qualifications

Block 3 **Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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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.

DE ANN H. FRANKLIN
Notary Public, State of Nevada
Appointment No. 06-109210-1
My Appt. Expires Oct 16, 2014

Wayne Harlick
Name

FEB 2, 2011
Date

Subscribed and sworn to before me this 2nd day of February, 2011.

Debra H. Franklin
Notary Public

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Bid No. 11.1730.01-TF, Las Vegas Creek Lateral - Langtry Channel, bordered on the west by Langtry Drive, on the east by Valley View Boulevard, to the north by Washington Avenue and on the south by Bonanza Road and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MIKON CONSTRUCTION, INC. ($1,093,778.45 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,093,778.45
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the installation of a reinforced concrete lining inside the existing channel and the installation of a low flow flood control facility.

PCC: T. Fernandez
POC: Robert Lujan - (702) 368-0822

RECOMMENDATION:
That City Council approve award of Bid No. 11.1730.01-TF, Las Vegas Creek Lateral - Langtry Channel to Mikon Construction, Inc. in the amount of $1,093,778.45 and approve the construction conflicts and contingency reserve of $109,378. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

11.1730.01-TF
Las Vegas Creek Lateral
- Langtry Channel

ITEM NO.	DESCRIPTION	U O M	QTY	Mikon Construction Co. Inc.		Trade West Construction Inc		Capriati Construction Corp Inc	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109	OWNER CAUSED DELAY ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00
109	ADDITION TO ALLOWANCE	DAY	10	$100.00	$1,000.00	$120.00	$1,200.00	$1,080.00	$10,800.00
200	MOBILIZATION AND DEMOBILIZATION	LS	1	$87,000.00	$87,000.00	$87,000.00	$87,000.00	$87,000.00	$87,000.00
202	REMOVAL OF DROP INLET	EA	1	$1,285.00	$1,285.00	$2,400.00	$2,400.00	$699.00	$699.00
202	REMOVAL OF DOUBLE SWING GATE	EA	1	$202.00	$202.00	$240.00	$240.00	$324.00	$324.00
202	(RCP)	LF	50	$404.00	$20,200.00	$120.00	$6,000.00	$45.14	$2,257.00
202	REMOVAL OF CONCRETE SLAB	SF	5,483	$8.60	$47,153.80	$5.00	$27,415.00	$4.17	**$22,864.11**
202.1	REMOVAL OF CHAIN LINK FENCE	LF	11	$13.15	$144.65	$60.00	$660.00	$27.00	$297.00
202.1	REMOVAL OF HANDRAIL	LF	5	$22.25	$111.25	$120.00	$600.00	$54.00	$270.00
202.1	REMOVAL OF ASPHALT PAVEMENT	SY	62	$18.20	$1,128.40	$36.00	$2,232.00	$10.16	**$629.92**
202.1	REMOVAL OF BLOCK WALL	SF	6,750	$5.55	$37,462.50	$5.00	$33,750.00	$2.45	**$16,537.50**
203	OVER-EXCAVATION AND BACKFILL	CY	300	$81.00	$24,300.00	$36.00	$10,800.00	$93.20	$27,960.00
209	3/4-INCH DRAIN BACKFILL	CY	400	$93.00	$37,200.00	$36.00	$14,400.00	$54.52	$21,808.00
272	GEOTEXTILE FILTER FABRIC	SY	3,782	$4.05	$15,317.10	$2.00	$7,564.00	$4.28	**$16,186.96**
302	TYPE II AGGREGATE BASE	CY	21	$141.50	$2,971.50	$120.00	$2,520.00	$79.86	**$1,677.06**
402	4-INCH PLANTMIX BITUMINOUS SURFACE	SY	62	$40.50	$2,511.00	$50.00	$3,100.00	$64.81	**$4,018.22**
402	SPEED BUMP	SY	72	$71.00	$5,112.00	$50.00	$3,600.00	$59.40	**$4,276.80**
502	6' X 4' RCB	LF	11	$778.00	$8,558.00	$600.00	$6,600.00	$1,555.91	**$17,115.01**
502	6' X 6' RCB	LF	37	$860.00	$31,820.00	$600.00	$22,200.00	$1,202.32	**$44,485.84**
502	RCB TRANSITION STRUCTURE	LS	1	$6,820.00	$6,820.00	$9,600.00	$9,600.00	$11,704.00	$11,704.00
502	8.67' X 5' RECTANGULAR CHANNEL	LF	662	$263.00	$174,106.00	$405.00	$268,110.00	$371.17	**$245,714.54**
502.1	8.67' X 6.5' RECTANGULAR CHANNEL	LF	597	$283.00	$168,951.00	$423.00	$252,531.00	$431.41	**$257,551.77**
502.1	8.67' X 8' RECTANGULAR CHANNEL	LF	31	$354.00	$10,974.00	$540.00	$16,740.00	$580.81	**$18,005.11**
502.1	WITH WALLS – "LC" 10+31.00 TO "LC"	LS	1	$15,370.00	$15,370.00	$10,800.00	$10,800.00	$12,589.00	$12,589.00
502.1	WITH WALLS – "LC" 22+98.21 TO "LC"	LS	1	$37,925.00	$37,925.00	$50,400.00	$50,400.00	$38,372.00	$38,372.00
502.1	23+48.38 TO "LC" 23+55.61	LF	8	$505.00	$4,040.00	$800.00	$6,400.00	$877.50	$7,020.00
502.1	MODIFIED SIDEWALK WITH 6-INCH CURB	SF	48	$6.10	$292.80	$24.00	$1,152.00	$20.04	**$961.92**
570	CMU PROPERTY WALL	SF	6,750	$16.90	$114,075.00	$7.20	$48,600.00	$13.58	$91,665.00
603	23" X 14" HERCP	LF	1,260	$71.00	$89,460.00	$50.40	$63,504.00	$53.13	**$66,943.80**
609	STORM DRAIN MANHOLE STRUCTURE	EA	9	$2,505.00	$22,545.00	$1,200.00	$10,800.00	$2,551.00	$22,959.00
609	5-FOOT MODIFIED TYPE DM2 DROP INLET	EA	1	$6,160.00	$6,160.00	$11,700.00	$11,700.00	$7,776.00	$7,776.00
609	INLET	LS	1	$10,825.00	$10,825.00	$5,400.00	$5,400.00	$11,124.00	$11,124.00
616	72-INCH CHAIN LINK FENCE	LF	7	$106.00	$742.00	$240.00	$1,680.00	$140.43	**$983.01**
616	4-FOOT WIDE SINGLE SWING GATE	EA	1	$990.00	$990.00	$1,700.00	$1,700.00	$1,026.00	$1,026.00
616	9.5-FOOT WIDE DOUBLE SWING GATE	EA	1	$1,400.00	$1,400.00	$2,520.00	$2,520.00	$1,512.00	$1,512.00
622	CONSTRUCTION SURVEYING	LS	1	$3,600.00	$3,600.00	$24,000.00	$24,000.00	$11,880.00	$11,880.00
624	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$26,000.00	$26,000.00	$46,800.00	$46,800.00	$40,938.00	$40,938.00
625	SIGNS	DAY	60	$67.00	$4,020.00	$72.00	$4,320.00	$91.80	$5,508.00

ITEM NO.	DESCRIPTION	U O M	QTY	Mikon Construction Co. Inc. UNIT PRICE	Mikon Construction Co. Inc. EXTENDED PRICE	Trade West Construction Inc UNIT PRICE	Trade West Construction Inc EXTENDED PRICE	Capriati Construction Corp Inc UNIT PRICE	Capriati Construction Corp Inc EXTENDED PRICE
625	ARROW DISPLAYS	DAY	60	$26.00	$1,560.00	$24.00	$1,440.00	$24.30	$1,458.00
627	FLOOD WARNING SIGN - TYPE A	EA	2	$115.00	$230.00	$120.00	$240.00	$216.00	$432.00
627	FLOOD WARNING SIGN - TYPE B	EA	1	$115.00	$115.00	$120.00	$120.00	$216.00	$216.00
627	CHANNEL IDENTIFICATION SIGN	EA	2	$130.00	$260.00	$132.00	$264.00	$216.00	$432.00
628	TYPE 2 PAVEMENT MARKING FILM ("BUMP" AND SPEED BUMP MARKINGS)	SF	84	$9.10	$764.40	$10.00	$840.00	$7.02	**$589.68**
628	6-INCH WHITE TYPE 2 PAVEMENT MARKING FILM	LF	41	$4.05	$166.05	$4.00	$164.00	$5.41	**$221.81**
629	8-INCH WATERLINE REPLACEMENT AT BONANZA ROAD	LS	1	$11,290.00	$11,290.00	$18,000.00	$18,000.00	$14,040.00	$14,040.00
630	8-INCH C900 SANITARY SEWER LINE REPLACEMENT AT BONANZA ROAD	LS	1	$10,200.00	$10,200.00	$16,200.00	$16,200.00	$21,600.00	$21,600.00
633	REFLECTIVE RAISED PAVEMENT MARKERS	EA	4	$20.00	$80.00	$10.00	$40.00	$5.50	$22.00
633	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	2	$20.00	$40.00	$10.00	$20.00	$5.50	$11.00
637	DUST CONTROL	LS	1	$10,000.00	$10,000.00	$6,000.00	$6,000.00	$4,860.00	$4,860.00
637	NPDES DISCHARGE PERMIT	LS	1	$1,000.00	$1,000.00	$6,000.00	$6,000.00	$2,160.00	$2,160.00
650	SUPPORT SYSTEM FOR EXISTING WALLS	LS	1	$31,300.00	$31,300.00	$18,000.00	$18,000.00	$21,600.00	$21,600.00
	Total Base Bid Amount				$1,093,778.45		$1,141,366.00		**$1,206,082.06**
									Correct Total
	Engineer's Estimate: $ 1,963,636								
	Responsive Bidder			Yes					
	Responsible Bidder								

BID ABSTRACT

11.1730.01-TF
Las Vegas Creek Lateral
- Langtry Channel

ITEM NO.	DESCRIPTION	U O M	QTY	VT Construction Inc		Contri Construction Co.		Preferred Contracting Inc	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109	OWNER CAUSED DELAY ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00
109	ADDITION TO ALLOWANCE	DAY	10	$1,000.00	$10,000.00	$250.00	$2,500.00	$2,047.50	$20,475.00
200	MOBILIZATION AND DEMOBILIZATION	LS	1	$87,000.00	$87,000.00	$87,000.00	$87,000.00	$87,000.00	$87,000.00
202	REMOVAL OF DROP INLET	EA	1	$2,000.00	$2,000.00	$2,081.00	$2,081.00	$2,925.00	$2,925.00
202	REMOVAL OF DOUBLE SWING GATE	EA	1	$500.00	$500.00	$110.00	$110.00	$292.50	$292.50
202	(RCP)	LF	50	$100.00	$5,000.00	$18.00	$900.00	$117.29	$5,864.50
202	REMOVAL OF CONCRETE SLAB	SF	5,483	$4.00	$21,932.00	$7.00	$38,381.00	$2.34	$12,830.22
202.1	REMOVAL OF CHAIN LINK FENCE	LF	11	$50.00	$550.00	$10.00	$110.00	$11.70	$128.70
202.1	REMOVAL OF HANDRAIL	LF	5	$100.00	$500.00	$81.00	$405.00	$29.25	$146.25
202.1	REMOVAL OF ASPHALT PAVEMENT	SY	62	$34.00	$2,108.00	$4.00	$248.00	$31.59	$1,958.58
202.1	REMOVAL OF BLOCK WALL	SF	6,750	$3.00	$20,250.00	$3.00	$20,250.00	$2.71	$18,292.50
203	OVER-EXCAVATION AND BACKFILL	CY	300	$40.00	$12,000.00	$118.00	$35,400.00	$58.50	$17,550.00
209	3/4-INCH DRAIN BACKFILL	CY	400	$23.00	$9,200.00	$97.00	$38,800.00	$58.50	$23,400.00
272	GEOTEXTILE FILTER FABRIC	SY	3,782	$1.50	$5,673.00	$6.00	$22,692.00	$6.32	$23,902.24
302	TYPE II AGGREGATE BASE	CY	21	$120.00	$2,520.00	$123.00	$2,583.00	$111.44	$2,340.24
402	4-INCH PLANTMIX BITUMINOUS SURFACE	SY	62	$137.00	$8,494.00	$73.00	$4,526.00	$72.19	$4,475.78
402	SPEED BUMP	SY	72	$27.00	$1,944.00	$109.00	$7,848.00	$66.51	$4,788.72
502	6' X 4' RCB	LF	11	$1,243.00	$13,673.00	$1,315.00	$14,465.00	$850.92	$9,360.12
502	6' X 6' RCB	LF	37	$1,366.00	$50,542.00	$1,403.00	$51,911.00	$737.81	$27,298.97
502	RCB TRANSITION STRUCTURE	LS	1	$37,134.00	$37,134.00	$10,834.00	$10,834.00	$7,020.00	$7,020.00
502	8.67' X 5' RECTANGULAR CHANNEL	LF	662	$280.00	$185,360.00	$387.00	$256,194.00	$417.11	$276,126.82
502.1	8.67' X 6.5' RECTANGULAR CHANNEL	LF	597	$320.00	$191,040.00	$482.00	$287,754.00	$424.80	$253,605.60
502.1	8.67' X 8' RECTANGULAR CHANNEL	LF	31	$825.00	$25,575.00	$746.00	$23,126.00	$618.12	$19,161.72
502.1	WITH WALLS – "LC" 10+31.00 TO "LC"	LS	1	$5,300.00	$5,300.00	$13,264.00	$13,264.00	$10,209.42	$10,209.42
502.1	WITH WALLS – "LC" 22+98.21 TO "LC"	LS	1	$19,500.00	$19,500.00	$39,533.00	$39,533.00	$28,191.15	$28,191.15
502.1	23+48.38 TO "LC" 23+55.61	LF	8	$200.00	$1,600.00	$242.00	$1,936.00	$985.14	$7,881.12
502.1	MODIFIED SIDEWALK WITH 6-INCH CURB	SF	48	$25.00	$1,200.00	$42.00	$2,016.00	$25.79	$1,237.92
570	CMU PROPERTY WALL	SF	6,750	$29.00	$195,750.00	$9.00	$60,750.00	$17.40	$117,450.00
603	23" X 14" HERCP	LF	1,260	$154.00	$194,040.00	$74.00	$93,240.00	$131.68	$165,916.80
609	STORM DRAIN MANHOLE STRUCTURE	EA	9	$2,350.00	$21,150.00	$3,230.00	$29,070.00	$3,510.00	$31,590.00
609	5-FOOT MODIFIED TYPE DM2 DROP INLET	EA	1	$5,800.00	$5,800.00	$11,210.00	$11,210.00	$5,616.00	$5,616.00
609	INLET	LS	1	$2,100.00	$2,100.00	$6,589.00	$6,589.00	$4,095.00	$4,095.00
616	72-INCH CHAIN LINK FENCE	LF	7	$130.00	$910.00	$191.00	$1,337.00	$117.00	$819.00
616	4-FOOT WIDE SINGLE SWING GATE	EA	1	$1,000.00	$1,000.00	$1,392.00	$1,392.00	$1,053.00	$1,053.00
616	9.5-FOOT WIDE DOUBLE SWING GATE	EA	1	$1,400.00	$1,400.00	$2,052.00	$2,052.00	$1,638.00	$1,638.00
622	CONSTRUCTION SURVEYING	LS	1	$3,000.00	$3,000.00	$7,123.00	$7,123.00	$4,680.00	$4,680.00
624	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$20,000.00	$20,000.00	$69,968.00	$69,968.00	$18,603.00	$18,603.00
625	SIGNS	DAY	60	$60.00	$3,600.00	$88.00	$5,280.00	$46.80	$2,808.00

ITEM NO.	DESCRIPTION	U O M	QTY	VT Construction Inc		Contri Construction Co.		Preferred Contracting Inc	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
625	ARROW DISPLAYS	DAY	60	$20.00	$1,200.00	$29.00	$1,740.00	$23.40	$1,404.00
627	FLOOD WARNING SIGN - TYPE A	EA	2	$110.00	$220.00	$147.00	$294.00	$117.00	$234.00
627	FLOOD WARNING SIGN - TYPE B	EA	1	$110.00	$110.00	$147.00	$147.00	$117.00	$117.00
627	CHANNEL IDENTIFICATION SIGN	EA	2	$110.00	$220.00	$161.00	$322.00	$128.70	$257.40
628	TYPE 2 PAVEMENT MARKING FILM ("BUMP" AND SPEED BUMP MARKINGS)	SF	84	$10.00	$840.00	$12.00	$1,008.00	$7.02	$589.68
628	6-INCH WHITE TYPE 2 PAVEMENT MARKING FILM	LF	41	$4.00	$164.00	$5.00	$205.00	$3.81	$156.21
629	8-INCH WATERLINE REPLACEMENT AT BONANZA ROAD	LS	1	$5,200.00	$5,200.00	$10,917.00	$10,917.00	$8,775.00	$8,775.00
630	8-INCH C900 SANITARY SEWER LINE REPLACEMENT AT BONANZA ROAD	LS	1	$5,900.00	$5,900.00	$7,054.00	$7,054.00	$8,775.00	$8,775.00
633	REFLECTIVE RAISED PAVEMENT MARKERS	EA	4	$10.00	$40.00	$8.00	$32.00	$5.85	$23.40
633	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	2	$10.00	$20.00	$6.00	$12.00	$5.85	$11.70
637	DUST CONTROL	LS	1	$12,000.00	$12,000.00	$20,366.00	$20,366.00	$38,551.50	$38,551.50
637	NPDES DISCHARGE PERMIT	LS	1	$16,000.00	$16,000.00	$19,132.00	$19,132.00	$2,925.00	$2,925.00
650	SUPPORT SYSTEM FOR EXISTING WALLS	LS	1	$35,000.00	$35,000.00	$50,623.00	$50,623.00	$107,406.00	$107,406.00
	Total Base Bid Amount				**$1,251,259.00**		$1,369,730.00		$1,394,957.76
					Corrected Total				
	Engineer's Estimate: $ 1,963,636								
	Responsive Bidder								
	Responsible Bidder								

BID ABSTRACT

11.1730.01-TF
Las Vegas Creek Lateral
- Langtry Channel

ITEM NO.	DESCRIPTION	U O M	QTY	Eagle View Contractors		Western States Contracting		Las Vegas Paving Corp	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109	OWNER CAUSED DELAY ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00
109	ADDITION TO ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00	$1.00	$10.00
200	MOBILIZATION AND DEMOBILIZATION	LS	1	$87,000.00	$87,000.00	$87,000.00	$87,000.00	$87,000.00	$87,000.00
202	REMOVAL OF DROP INLET	EA	1	$3,636.00	$3,636.00	$10,000.00	$10,000.00	$2,200.00	$2,200.00
202	REMOVAL OF DOUBLE SWING GATE	EA	1	$371.00	$371.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00
202	(RCP)	LF	50	$6,350.00	**$317,500.00**	$250.00	$12,500.00	$225.00	$11,250.00
202	REMOVAL OF CONCRETE SLAB	SF	5,483	$4.00	$21,932.00	$8.50	$46,605.50	$26.00	$142,558.00
202.1	REMOVAL OF CHAIN LINK FENCE	LF	11	$14.00	$154.00	$23.00	$253.00	$22.00	$242.00
202.1	REMOVAL OF HANDRAIL	LF	5	$21.00	$105.00	$25.00	$125.00	$26.00	$130.00
202.1	REMOVAL OF ASPHALT PAVEMENT	SY	62	$51.00	$3,162.00	$15.00	$930.00	$114.00	$7,068.00
202.1	REMOVAL OF BLOCK WALL	SF	6,750	$5.00	$33,750.00	$8.40	$56,700.00	$3.00	$20,250.00
203	OVER-EXCAVATION AND BACKFILL	CY	300	$36.00	$10,800.00	$90.00	$27,000.00	$122.00	$36,600.00
209	3/4-INCH DRAIN BACKFILL	CY	400	$136.00	$54,400.00	$102.00	$40,800.00	$112.00	$44,800.00
272	GEOTEXTILE FILTER FABRIC	SY	3,782	$5.00	$18,910.00	$5.00	$18,910.00	$7.00	$26,474.00
302	TYPE II AGGREGATE BASE	CY	21	$460.00	$9,660.00	$180.00	$3,780.00	$233.00	$4,893.00
402	4-INCH PLANTMIX BITUMINOUS SURFACE	SY	62	$80.00	$4,960.00	$60.00	$3,720.00	$232.00	$14,384.00
402	SPEED BUMP	SY	72	$48.00	$3,456.00	$65.00	$4,680.00	$35.00	$2,520.00
502	6' X 4' RCB	LF	11	$1,253.00	$13,783.00	$1,780.00	$19,580.00	$1,570.00	$17,270.00
502	6' X 6' RCB	LF	37	$573.00	$21,201.00	$1,465.00	$54,205.00	$1,338.00	$49,506.00
502	RCB TRANSITION STRUCTURE	LS	1	$11,660.00	$11,660.00	$13,000.00	$13,000.00	$15,500.00	$15,500.00
502	8.67' X 5' RECTANGULAR CHANNEL	LF	662	$283.00	$187,346.00	$381.00	$252,222.00	$263.00	$174,106.00
502.1	8.67' X 6.5' RECTANGULAR CHANNEL	LF	597	$352.00	$210,144.00	$445.00	$265,665.00	$313.00	$186,861.00
502.1	8.67' X 8' RECTANGULAR CHANNEL	LF	31	$547.00	$16,957.00	$675.00	$20,925.00	$510.00	$15,810.00
502.1	WITH WALLS – "LC" 10+31.00 TO "LC"	LS	1	$3,000.00	$3,000.00	$13,000.00	$13,000.00	$11,650.00	$11,650.00
502.1	WITH WALLS – "LC" 22+98.21 TO "LC"	LS	1	$50,000.00	$50,000.00	$41,000.00	$41,000.00	$34,500.00	$34,500.00
502.1	23+48.38 TO "LC" 23+55.61	LF	8	$398.00	$3,184.00	$1,020.00	$8,160.00	$345.00	$2,760.00
502.1	MODIFIED SIDEWALK WITH 6-INCH CURB	SF	48	$22.00	$1,056.00	$23.00	$1,104.00	$9.00	$432.00
570	CMU PROPERTY WALL	SF	6,750	$16.00	$108,000.00	$16.25	$109,687.50	$13.00	$87,750.00
603	23" X 14" HERCP	LF	1,260	$84.00	$105,840.00	$123.00	$154,980.00	$77.00	$97,020.00
609	STORM DRAIN MANHOLE STRUCTURE	EA	9	$2,120.00	$19,080.00	$2,900.00	$26,100.00	$4,000.00	$36,000.00
609	5-FOOT MODIFIED TYPE DM2 DROP INLET	EA	1	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$10,800.00	$10,800.00
609	INLET	LS	1	$22,000.00	$22,000.00	$8,900.00	$8,900.00	$10,000.00	$10,000.00
616	72-INCH CHAIN LINK FENCE	LF	7	$333.00	$2,331.00	$75.00	$525.00	$103.00	$721.00
616	4-FOOT WIDE SINGLE SWING GATE	EA	1	$954.00	$954.00	$1,250.00	$1,250.00	$977.00	$977.00
616	9.5-FOOT WIDE DOUBLE SWING GATE	EA	1	$1,378.00	$1,378.00	$1,875.00	$1,875.00	$1,383.00	$1,383.00
622	CONSTRUCTION SURVEYING	LS	1	$5,000.00	$5,000.00	$6,250.00	$6,250.00	$310,137.00	$310,137.00
624	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$40,000.00	$40,000.00	$35,000.00	$35,000.00	$65,000.00	$65,000.00
625	SIGNS	DAY	60	$90.00	$5,400.00	$75.00	$4,500.00	$45.00	$2,700.00

ITEM NO.	DESCRIPTION	U O M	QTY	Eagle View Contractors		Western States Contracting		Las Vegas Paving Corp	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
625	ARROW DISPLAYS	DAY	60	$24.00	$1,440.00	$25.00	$1,500.00	$20.00	$1,200.00
627	FLOOD WARNING SIGN - TYPE A	EA	2	$100.00	$200.00	$125.00	$250.00	$69.00	$138.00
627	FLOOD WARNING SIGN - TYPE B	EA	1	$111.00	$111.00	$125.00	$125.00	$59.00	$59.00
627	CHANNEL IDENTIFICATION SIGN	EA	2	$69.00	$138.00	$140.00	$280.00	$79.00	$158.00
628	TYPE 2 PAVEMENT MARKING FILM ("BUMP" AND SPEED BUMP MARKINGS)	SF	84	$8.00	$672.00	$10.00	$840.00	$8.00	$672.00
628	6-INCH WHITE TYPE 2 PAVEMENT MARKING FILM	LF	41	$7.00	$287.00	$5.00	$205.00	$5.00	$205.00
629	8-INCH WATERLINE REPLACEMENT AT BONANZA ROAD	LS	1	$15,642.00	$15,642.00	$6,000.00	$6,000.00	$8,700.00	$8,700.00
630	8-INCH C900 SANITARY SEWER LINE REPLACEMENT AT BONANZA ROAD	LS	1	$15,012.00	$15,012.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00
633	REFLECTIVE RAISED PAVEMENT MARKERS	EA	4	$6.00	$24.00	$7.00	$28.00	$1.00	$4.00
633	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	2	$4.00	$8.00	$5.00	$10.00	$1.00	$2.00
637	DUST CONTROL	LS	1	$93,822.00	$93,822.00	$10,000.00	$10,000.00	$17,500.00	$17,500.00
637	NPDES DISCHARGE PERMIT	LS	1	$1,146.00	$1,146.00	$2,000.00	$2,000.00	$1,100.00	$1,100.00
650	SUPPORT SYSTEM FOR EXISTING WALLS	LS	1	$170,660.00	$170,660.00	$70,000.00	$70,000.00	$20,000.00	$20,000.00
	Total Base Bid Amount				**$1,717,272.00**		$1,470,170.00		$1,592,000.00
					Corrected Total				
	Engineer's Estimate: $ 1,963,636								
	Responsive Bidder								
	Responsible Bidder								

BID ABSTRACT

11.1730.01-TF
Las Vegas Creek Lateral
- Langtry Channel

ITEM NO.	DESCRIPTION	U O M	QTY	Mesquite General Contracting Inc		CG&B Enterprises, Inc		JNJ Engineering Construction Inc	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109	OWNER CAUSED DELAY ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00
109	ADDITION TO ALLOWANCE	DAY	10	$500.00	$5,000.00	$3,360.00	$33,600.00	$0.00	$0.00
200	MOBILIZATION AND DEMOBILIZATION	LS	1	$87,000.00	$87,000.00	$87,000.00	$87,000.00	$87,000.00	$87,000.00
202	REMOVAL OF DROP INLET	EA	1	$460.00	$460.00	$2,016.00	$2,016.00	$2,500.00	$2,500.00
202	REMOVAL OF DOUBLE SWING GATE	EA	1	$330.00	$330.00	$350.00	$350.00	$600.00	$600.00
202	(RCP)	LF	50	$12.00	$600.00	$65.00	$3,250.00	$44.00	$2,200.00
202	REMOVAL OF CONCRETE SLAB	SF	5,483	$7.00	$38,381.00	$13.50	$74,020.50	$27.00	$148,041.00
202.1	REMOVAL OF CHAIN LINK FENCE	LF	11	$27.50	$302.50	$28.00	$308.00	$15.00	$165.00
202.1	REMOVAL OF HANDRAIL	LF	5	$55.00	$275.00	$56.00	$280.00	$25.00	$125.00
202.1	REMOVAL OF ASPHALT PAVEMENT	SY	62	$18.25	$1,131.50	$12.50	$775.00	$18.00	$1,116.00
202.1	REMOVAL OF BLOCK WALL	SF	6,750	$3.46	$23,355.00	$5.50	$37,125.00	$8.00	$54,000.00
203	OVER-EXCAVATION AND BACKFILL	CY	300	$108.00	$32,400.00	$34.00	$10,200.00	$25.00	$7,500.00
209	3/4-INCH DRAIN BACKFILL	CY	400	$115.75	$46,300.00	$28.00	$11,200.00	$34.00	$13,600.00
272	GEOTEXTILE FILTER FABRIC	SY	3,782	$2.35	$8,887.70	$3.00	$11,346.00	$4.00	$15,128.00
302	TYPE II AGGREGATE BASE	CY	21	$142.00	$2,982.00	$213.00	$4,473.00	$35.00	$735.00
402	4-INCH PLANTMIX BITUMINOUS SURFACE	SY	62	$119.75	$7,424.50	$82.00	$5,084.00	$35.00	$2,170.00
402	SPEED BUMP	SY	72	$36.00	$2,592.00	$41.50	$2,988.00	$45.00	$3,240.00
502	6' X 4' RCB	LF	11	$1,200.00	$13,200.00	$650.00	$7,150.00	$990.00	$10,890.00
502	6' X 6' RCB	LF	37	$1,080.00	$39,960.00	$582.50	$21,552.50	$972.00	$35,964.00
502	RCB TRANSITION STRUCTURE	LS	1	$10,300.00	$10,300.00	$8,736.00	$8,736.00	$25,000.00	$25,000.00
502	8.67' X 5' RECTANGULAR CHANNEL	LF	662	$346.55	$229,416.10	$543.50	$359,797.00	$664.00	$439,568.00
502.1	8.67' X 6.5' RECTANGULAR CHANNEL	LF	597	$386.65	$230,830.05	$580.00	$346,260.00	$672.00	$401,184.00
502.1	8.67' X 8' RECTANGULAR CHANNEL	LF	31	$547.00	$16,957.00	$988.00	$30,628.00	$840.00	$26,040.00
502.1	WITH WALLS – "LC" 10+31.00 TO "LC"	LS	1	$11,920.00	$11,920.00	$12,573.00	$12,573.00	$4,900.00	$4,900.00
502.1	WITH WALLS – "LC" 22+98.21 TO "LC"	LS	1	$43,920.00	$43,920.00	$55,216.00	$55,216.00	$28,078.00	$28,078.00
502.1	23+48.38 TO "LC" 23+55.61	LF	8	$235.00	$1,880.00	$538.00	$4,304.00	$814.00	$6,512.00
502.1	MODIFIED SIDEWALK WITH 6-INCH CURB	SF	48	$30.30	$1,454.40	$18.00	$864.00	$12.00	$576.00
570	CMU PROPERTY WALL	SF	6,750	$25.50	$172,125.00	$20.00	$135,000.00	$12.00	$81,000.00
603	23" X 14" HERCP	LF	1,260	$122.50	$154,350.00	$84.00	$105,840.00	$123.00	$154,980.00
609	STORM DRAIN MANHOLE STRUCTURE	EA	9	$2,795.00	$25,155.00	$11,760.00	$105,840.00	$3,500.00	$31,500.00
609	5-FOOT MODIFIED TYPE DM2 DROP INLET	EA	1	$3,505.00	$3,505.00	$4,816.00	$4,816.00	$4,500.00	$4,500.00
609	INLET	LS	1	$6,700.00	$6,700.00	$7,840.00	$7,840.00	$1,200.00	$1,200.00
616	72-INCH CHAIN LINK FENCE	LF	7	$143.00	$1,001.00	$146.00	$1,022.00	$45.00	$315.00
616	4-FOOT WIDE SINGLE SWING GATE	EA	1	$1,050.00	$1,050.00	$1,064.00	$1,064.00	$500.00	$500.00
616	9.5-FOOT WIDE DOUBLE SWING GATE	EA	1	$1,600.00	$1,600.00	$1,568.00	$1,568.00	$1,200.00	$1,200.00
622	CONSTRUCTION SURVEYING	LS	1	$4,800.00	$4,800.00	$5,376.00	$5,376.00	$3,500.00	$3,500.00
624	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$57,000.00	$57,000.00	$75,936.00	$75,936.00	$20,000.00	$20,000.00
625	SIGNS	DAY	60	$92.00	$5,520.00	$25.00	$1,500.00	$150.00	$9,000.00

ITEM NO.	DESCRIPTION	U O M	QTY	Mesquite General Contracting Inc		CG&B Enterprises, Inc		JNJ Engineering Construction Inc	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
625	ARROW DISPLAYS	DAY	60	$26.00	$1,560.00	$9.00	$540.00	$150.00	$9,000.00
627	FLOOD WARNING SIGN - TYPE A	EA	2	$205.00	$410.00	$168.00	$336.00	$400.00	$800.00
627	FLOOD WARNING SIGN - TYPE B	EA	1	$200.00	$200.00	$168.00	$168.00	$500.00	$500.00
627	CHANNEL IDENTIFICATION SIGN	EA	2	$210.00	$420.00	$196.00	$392.00	$400.00	$800.00
628	TYPE 2 PAVEMENT MARKING FILM ("BUMP" AND SPEED BUMP MARKINGS)	SF	84	$10.00	$840.00	$13.50	$1,134.00	$5.00	$420.00
628	6-INCH WHITE TYPE 2 PAVEMENT MARKING FILM	LF	41	$6.15	$252.15	$2.00	$82.00	$9.00	$369.00
629	8-INCH WATERLINE REPLACEMENT AT BONANZA ROAD	LS	1	$4,240.00	$4,240.00	$6,496.00	$6,496.00	$6,500.00	$6,500.00
630	8-INCH C900 SANITARY SEWER LINE REPLACEMENT AT BONANZA ROAD	LS	1	$3,500.00	$3,500.00	$6,944.00	$6,944.00	$7,500.00	$7,500.00
633	REFLECTIVE RAISED PAVEMENT MARKERS	EA	4	$11.00	$44.00	$22.50	$90.00	$10.00	$40.00
633	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	2	$11.00	$22.00	$22.50	$45.00	$5.00	$10.00
637	DUST CONTROL	LS	1	$27,000.00	$27,000.00	$4,480.00	$4,480.00	$10,000.00	$10,000.00
637	NPDES DISCHARGE PERMIT	LS	1	$750.00	$750.00	$13,664.00	$13,664.00	$10,000.00	$10,000.00
650	SUPPORT SYSTEM FOR EXISTING WALLS	LS	1	$275,000.00	$275,000.00	$27,832.00	$27,832.00	$25,000.00	$25,000.00
	Total Base Bid Amount				$1,609,302.90		$1,644,101.00		$1,700,466.00

Engineer's Estimate: $ 1,963,636

Responsive Bidder

Responsible Bidder

TO: David Bowers, Acting City Engineer Please review and approve recommended award to Mikon Construction Co. Inc. in the amount of $ 1,093,778,.45

Purchasing & Contracts Representative — Date: 1-27-11

Using Department Authorized Rep Signature — Date: 2-1-11

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Bid No. 10.53541.05-LED, Water Pollution Control Facility Odor Control Upgrades located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: SLETTEN CONSTRUCTION OF NEVADA, INC. ($27,350.000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $27,350.000
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This project consists of upgrading the City's odor control measures at the Water Pollution Control Facility including but not limited to: installation of new covers on existing treatment units, modifications of and additions to existing odor control equipment, construction of new foul air ducts and two new organic media biofilters, removal of three chemical scrubbing systems and demolition of two existing soil bed odor control devices. Also included is the construction of two new organic media "wood chip" biofilters for odor control within the plant and other related work as defined within the plans and specifications.

PCC: L.E. Davis
POC: Paul Robinson - (702) 739-8770

RECOMMENDATION:
That City Council approve award of Bid No. 10.53541.05-LED, Water Pollution Control Facility Odor Control Upgrades to Sletten Construction of Nevada, Inc. in the amount of $27,350,000 and approve the construction conflicts and contingency reserve of $2,735,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

10.53541.05-LED

WPCF Odor Control Updates

	Sletten Construciton of Nevada, Inc	MMC Inc	Mc Carthy Building Companies, Inc
DESCRIPTION	**Lump Sum Amount**	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$27,350,000.00**	$29,974,340.00	$30,993,000.00
Responsive Bidder:	Yes		
Responsible Bidder:	Yes		
	Western Summit Constructors, Inc	The Whiting-Turner Contracting Company	
DESCRIPTION	Lump Sum Amount	Lump Sum Amount	
BASE BID: All Work indicated in the Drawings and Specifications in accordance with	$32,535,000.00	$33,543,744.00	
Responsive Bidder:			
Responsible Bidder:			
Engineers Estimate: $42,000,000			

TO: Jorge Cervantes: Please review and approve recommended award to Sletten Construciton of Nevada, Inc in the amount of $27,350,000

Purchasing & Contracts Representative — Date: 2/3/11

Department/Division Signature — Date: 2/3/11

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Bid No. 10.53541.03-LED, Water Pollution Control Facility Sludge Blending and Feed Station located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MMC, INC. ($9,132,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $9,132,000
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This project consists of the construction of new sludge blending tanks and blended sludge pump station with installation and modifications to primary sludge, thickened sludge and thickened waste activated sludge and digester feed piping and valves. The Purchasing and Contracts Manager approved the request for withdrawal of bid from the apparent low bidder, Harber Company, Inc. due to an error in the bid. Award is being recommended to the lowest responsive and responsible bidder.

PCC: L.E. Davis
POC: Brady Stevens - (702) 642-3332

RECOMMENDATION:
That City Council approve award of Bid No. 10.53541.03-LED, Water Pollution Control Facility Sludge Blending and Feed Station to MMC, Inc. in the amount of $9,132,000 and approve the construction conflicts and contingency reserve of $913,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
10.53541.03-LED
Water Pollution Control Facility Sludge Blending and Feed Station

	Lowest Bidder MMC, Inc.	Sletten Construction of Nevada, Inc.	W.W.Clyde
DESCRIPTION	**Lump Sum Amount**	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$9,132,000.00**	$9,665,000.00	$9,949,000.00
Responsive Bidder:	Yes		
Responsible Bidder:	Yes		

	Western Summitt Constructors, Inc.	Layne Christensen Company	Contri Construction, Inc.
DESCRIPTION	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$9,950,000.00	$10,290,000.00	$11,351,076.00
Responsive Bidder:			
Responsible Bidder:			

DESCRIPTION	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
Harber Company, Inc. the apparent low bidder at time of opening has requested and their request has been approved to withdraw their bid.			

Engineers Estimate: $12,000,000

TO: Jorge Cervantes, City Engineer Please review and approve recommended award to MMC, Inc. in the amount of $ 9,132,000

Lloyd Lowe — 2/3/11
Purchasing & Contracts Representative — Date

Jorge Cervantes — 2/3/11
Department/Division Signature — Date

Rev. 11.16.10

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Modification No. 4 to Contract No. 090112-PL, Museum Development Consulting Services for the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue – Economic and Urban Development Department – Award recommended to: ALGONQUIN ADVISORS ($151,900 – Parks and Leisure Activities Capital Projects Fund) – Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $151,900
Funding Source: Parks and Leisure Activities Capital Projects Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
On February 2, 2009 Council approved the award of Contract No. 090112-PL in the amount of $121,500 to provide management consulting services to oversee and coordinate the development of the Museum of Organized Crime and Law Enforcement. Subsequent modifications adjusted milestones and deliverables. This modification provides for additional services through the expected Grand Opening date in late 2011. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services

PCC: P Hoffman
POC: Mike Devine – (216) 401-6168

RECOMMENDATION:
That City Council approve award of Modification No. 4 to Contract No. 090112-PL, Museum Development Consulting Services to Algonquin Advisors in the amount of $151,900 for a total revised contract amount of $664,100. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 4 to Contract No. 090112-PL
2. Certificate – Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 4
MUSEUM DEVELOPMENT CONSULTING SERVICES

THIS MODIFICATION No. 4 is being entered into this _____ day of _____, 2011, 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 ALGONQUIN ADVISORS (hereinafter the "Company") having its principal office at Two Greenwich Office Park, Greenwich, Connecticut 06831.

The purpose of the Modification is to add deliverables and funding to the Contract scope.

The Contract between the City and the Company dated February 4, 2009, as previously modified, is hereby modified as follows:

1. **Increase Contract Amount**

INCREASE the total contract amount from $512,200.00 to $664,100.00.

2. **Exhibit B(c) – Payment Deliverables and Milestones through Museum Grand Opening**

DELETE: Exhibit B(c) in its entirety.

REPLACE WITH: Exhibit B(d) – Payment Deliverables and Milestones through Museum Grand Opening

3. **General.**

In the event of any conflict between the Contract, as previously modified and this modification, the provisions of Modification No. 4 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.4 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing & Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 2-9-11
Date

ALGONQUIN ADVISORS

MICHAEL S. DEVINE, Partner

"Company"

EXHIBIT B (d) - PAYMENT DELIVERABLES AND MILESTONES THROUGH MUSEUM GRAND OPENING

		Approx. Delivery	Unit Price	Qty	Extension
1	Deliverable: Coordination meeting	Weekly	$ 1,200	112	$ 134,400.00
2	Deliverable: Updates to budget	Monthly	$ 1,800	35	$ 63,000.00
3	Deliverable: Updates to schedule	Monthly	$ 1,800	35	$ 63,000.00
4	Deliverable: Board committee meeting	Periodically	$ 1,800	77	$ 138,600.00
5	Deliverable: Regular Board meeting	Quarterly	$ 4,000	22	$ 88,000.00
5a	Deliverable: Regular Board meeting - old pricing	Quarterly	$ 4,800	3	$ 14,400.00
6	Milestone: City publishes a Fit-out RFP (max. 4)	August, 2009	$ 2,000	4	$ 8,000.00
7	Deliverable: Recommendation of Fit-out vendor (max. 4)	October, 2009	$ 2,000	4	$ 8,000.00
8	Milestone: City awards Fit-out contract (max. 4)	November, 2009.	$ 2,000	4	$ 8,000.00
9	Deliverable: Meeting at fabricator facility	January, 2010	$ 4,800	1	$ 4,800.00
10	Milestone: Fabrication vendor begins installation at the Museum	March, 2010	$ 7,000		$ -
11	Milestone: Space prep drawing delivered to Core and Shell contractor	August, 2009	$ 9,000	1	$ 9,000.00
12	Deliverable: Exterior site plan with mayor	February, 2009	$ 9,000	1	$ 9,000.00
13	Milestone: Interior way-finding plan completed and accepted by City	TBD, 2009	$ 4,000	1	$ 4,000.00
14	Milestone: Installation begins on interior way-finding	May, 2010	$ 4,000		$ -
15	Milestone: Exterior signage plan completed and accepted by City	TBD, 2009	$ 4,000	1	$ 4,000.00
16	Milestone: Installation begins on exterior signage	June, 2010	$ 4,000		$ -
17	Milestone: Retail plan completed and accepted by City	August, 2009	$ 6,000		$ -
18	Milestone: Installation begins on Retail FF&E	May, 2010	$ 6,000		$ -
19	Milestone: Brand extension report completed and accepted by City	January, 2010	$ 3,000	1	$ 3,000.00
20	Milestone: Marketing plan completed and accepted by City	October, 2009	$ 3,000	1	$ 3,000.00
21	Milestone: Final retail product report completed and accepted by City	February, 2009	$ 3,000	1	$ 3,000.00
22	Milestone: City publishes RFP for Point of Sale contractor	January, 2010	$ 3,000	1	$ 3,000.00
23	Milestone: Installation begins on Point of Sale system	October, 2010	$ 3,000		$ -
24	Milestone: City publishes RFP for Accounting/IT system	January, 2010	$ 3,000	1	$ 3,000.00
25	Milestone: Installation begins on Accounting/IT system	July , 2010	$ 3,000		$ -
26	Milestone: City publishes RFP for Security system	January, 2010	$ 3,000		$ -
27	Milestone: Installation begins on Security system	July , 2010	$ 3,000		$ -
28	Milestone: 300 SAC hires executive director	June, 2010	$ 4,000	1	$ 4,400.00
29	Milestone: City/300 SAC execute Operating Agreement	July , 2010	$ 9,000	1	$ 9,000.00
30	Deliverable: Updated operating staff plan	January, 2010	$ 4,000	1	$ 4,000.00
31	Deliverable: Updated operating pro forma	January, 2010	$ 4,000	1	$ 4,000.00
32	Deliverable: Final operating pro forma	July , 2010	$ 9,000	1	$ 9,000.00
33	Milestone: Grand Opening of Museum	Fall, 2010	$ 25,000	1	$ 25,000.00
34	Maximum Allowable Travel Reimbursement	Monthly	$ -	1	$ 37,500.00

Total Not to Exceed **$ 664,100.00**

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: Algonquin Advisors LLC
Address: 2 Greenwich Office Park
Greenwich CT 06831
Telephone: 203-629-2114
EIN or DUNS: 06-1529670

Block 2 **Description**
Subject Matter of Contract/Agreement

Museum Management Consulting Services

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.	George T. Hubbard CEO	2 Greenwich Office Park	203-629-2118
2.	Michael S. Devine	2 Greenwich Office Park	203-629-2114
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

7/3/08
Date

Subscribed and sworn to before me this 3rd day of July 2008

Notary Public

SUSAN SKALANDUNAS
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Bid No. 11.1730.10-TF, Sewer Rehabilitation Group D located at the intersection of Ann Road and Bradley Road, transects Ann Road to Lone Mountain Road, continues south to Craig Road and ends south of the intersection of Cheyenne Avenue and Decatur Boulevard and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: SAK CONSTRUCTION ($3,057,605.10 - Sanitation Enterprise Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,057,605.10
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of approximately 13,309 feet of cured in place pipe sewer rehabilitation.

PCC: T. Fernandez
POC: Boyd Hirtz - (636) 379-2350

RECOMMENDATION:
That City Council approve award of Bid No. 11.1730.10-TF, Sewer Rehabilitation Group D to SAK Construction in the amount of $3,057,605.10 and approve the construction conflicts and contingency reserve of $305,760. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

11.1730.10-TF
Sewer Rehabiliation Group D

				SAK Construction, LLC		Las Vegas Paving Corp.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	15	$500.00	$7,500.00	$500.00	$7,500.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	15	$1,000.00	$15,000.00	$250.00	$3,750.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$265,700.00	$265,700.00	$265,700.00	$265,700.00
622.01	CONSTRUCTION SURVEYING	LS	1	$3,000.00	$3,000.00	$7,700.00	$7,700.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$65,000.00	$65,000.00	$50,000.00	$50,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGNS	DAY	78	$55.00	$4,290.00	$75.00	$5,850.00
625.02	ARROW DISPLAYS	DAY	155	$27.50	$4,262.50	$50.00	$7,750.00
630.01	15-INCH PVC SANITARY SEWER PIPE	LF	5	$1,200.00	$6,000.00	$3,700.00	$18,500.00
630.02	MANHOLE COVER AND FRAME	EA	23	$900.00	$20,700.00	$1,000.00	$23,000.00
630.03	MANHOLE COVER INSERT	EA	6	$400.00	$2,400.00	$1,450.00	$8,700.00
630.04	MANHOLE GRADE RING	EA	19	$200.00	$3,800.00	$600.00	$11,400.00
630.05	RAISE MANHOLE TO GRADE	EA	1	$250.00	$250.00	$1,300.00	$1,300.00
690.01	15-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	23	$1,100.00	$25,300.00	$265.00	$6,095.00
690.02	24-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	3,826	$94.00	$359,644.00	$83.00	$317,558.00
690.03	27-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	2,650	$96.00	$254,400.00	$102.00	$270,300.00
690.04	30-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	1,579	$101.00	$159,479.00	$117.00	$184,743.00
690.05	36-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	5,254	$157.00	$824,878.00	$173.00	$908,942.00
691.01	COATING EXISTING 48-INCH MANHOLE (≥5 DEPTH AND <10 DEPTH)	EA	8	$2,041.60	$16,332.80	$3,800.00	$30,400.00
691.02	COATING EXISTING 48-INCH MANHOLE (≥10 DEPTH AND <15 DEPTH)	EA	7	$2,915.00	$20,405.00	$5,100.00	$35,700.00
691.03	COATING EXISTING 48-INCH MANHOLE (≥15 DEPTH AND <20 DEPTH)	EA	18	$4,268.00	$76,824.00	$7,400.00	$133,200.00

				SAK Construction, LLC		Las Vegas Paving Corp.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
691.04	COATING EXISTING 60-INCH MANHOLE (≥5 DEPTH AND <10 DEPTH)	EA	4	$2,632.30	$10,529.20	$3,800.00	$15,200.00
691.05	COATING EXISTING 60-INCH MANHOLE (≥10 DEPTH AND <15 DEPTH)	EA	13	$4,195.40	$54,540.20	$5,200.00	$67,600.00
691.06	COATING EXISTING 60-INCH MANHOLE (≥15 DEPTH AND <20 DEPTH)	EA	9	$5,314.10	$47,826.90	$7,700.00	$69,300.00
691.07	COATING EXISTING 60-INCH MANHOLE (≥20 DEPTH AND <25 DEPTH)	EA	5	$6,826.50	**$34,132.50**	$9,900.00	$49,500.00
691.08	COATING EXISTING 60-INCH MANHOLE (≥25 DEPTH AND <30 DEPTH)	EA	5	$8,740.60	$43,703.00	$12,400.00	$62,000.00
691.09	COATING EXISTING 60-INCH MANHOLE (≥30 DEPTH AND <35 DEPTH)	EA	1	$10,208.00	$10,208.00	$13,400.00	$13,400.00
691.1	COATING EXISTING 72-INCH MANHOLE (≥20 DEPTH AND <25 DEPTH)	EA	2	$8,250.00	$16,500.00	$12,500.00	$25,000.00
695.01	DIVERSION OF SEWAGE FLOW	LS	1	$705,000.00	$705,000.00	$837,400.00	$837,400.00
	Total Base Bid Amount				**$3,057,605.10**		$3,437,488.00
					Correct Total		
	Engineer's Estimate $6,804,882.00						
	Responsive Bidder						
	Responsible Bidder						

TO: David Bowers, Acting City Engineer Please review and approve recommended award to SAK Construction, LLC in the amount of $ 3,057,605.100

Purchasing & Contracts Representative — Date 1-26-11

Using Department Authorized Rep Signature — Date 2-1-11

BID ABSTRACT

11.1730.10-TF
Sewer Rehabiliation Group D

				Insituform Technologies Inc		Tab Contractors, Inc		Spiniello Companies	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	15	$500.00	$7,500.00	$500.00	$7,500.00	$500.00	$7,500.00
109.02	OWNER CAUSED DELAY AMOUNT IN ADDITION TO ALLOWANCE	DAY	15	$100.00	$1,500.00	$1,500.00	$22,500.00	$750.00	$11,250.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$265,700.00	$265,700.00	$265,700.00	$265,700.00	$265,700.00	$265,700.00
622.01	CONSTRUCTION SURVEYING	LS	1	$1,000.00	$1,000.00	$4,000.00	$4,000.00	$5,000,000.00	$5,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$23,500.00	$23,500.00	$104,420.00	$104,420.00	$120,000.00	$120,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGNS	DAY	78	$24.50	$1,911.00	$30.00	$2,340.00	$75.00	$5,850.00
625.02	ARROW DISPLAYS	DAY	155	$15.50	$2,402.50	$10.00	$1,550.00	$40.00	$6,200.00
630.01	15-INCH PVC SANITARY SEWER PIPE	LF	5	$1,300.00	$6,500.00	$745.00	$3,725.00	$1,000.00	$5,000.00
630.02	MANHOLE COVER AND FRAME	EA	23	$2,200.00	$50,600.00	$1,275.00	$29,325.00	$3,600.00	$82,800.00
630.03	MANHOLE COVER INSERT	EA	6	$1,300.00	$7,800.00	$1,900.00	$11,400.00	$850.00	$5,100.00
630.04	MANHOLE GRADE RING	EA	19	$1,100.00	$20,900.00	$470.00	$8,930.00	$4,000.00	$76,000.00
630.05	RAISE MANHOLE TO GRADE	EA	1	$2,500.00	$2,500.00	$530.00	$530.00	$7,500.00	$7,500.00
690.01	15-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	23	$450.00	$10,350.00	$345.00	$7,935.00	$1,000.00	$23,000.00
690.02	24-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	3,826	$99.00	$378,774.00	$95.00	$363,470.00	$130.00	$497,380.00
690.03	27-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	2,650	$119.00	$315,350.00	$118.00	$312,700.00	$140.00	$371,000.00
690.04	30-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	1,579	$135.00	$213,165.00	$129.00	$203,691.00	$140.00	$221,060.00
690.05	36-INCH DIAMETER CURED-IN-PLACE PIPE LINER	LF	5,254	$201.00	$1,056,054.00	$196.00	$1,029,784.00	$250.00	$1,313,500.00
691.01	COATING EXISTING 48-INCH MANHOLE (≥5 DEPTH AND <10 DEPTH)	EA	8	$1,875.00	$15,000.00	$3,400.00	$27,200.00	$4,850.00	$38,800.00
691.02	COATING EXISTING 48-INCH MANHOLE (≥10 DEPTH AND <15 DEPTH)	EA	7	$2,675.00	$18,725.00	$4,300.00	$30,100.00	$6,500.00	$45,500.00
691.03	COATING EXISTING 48-INCH MANHOLE (≥15 DEPTH AND <20 DEPTH)	EA	18	$3,900.00	$70,200.00	$5,700.00	$102,600.00	$9,500.00	$171,000.00

				Insituform Technologies Inc		Tab Contractors, Inc		Spiniello Companies	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
691.04	COATING EXISTING 60-INCH MANHOLE (≥5 DEPTH AND <10 DEPTH)	EA	4	$2,400.00	$9,600.00	$3,000.00	$12,000.00	$4,900.00	$19,600.00
691.05	COATING EXISTING 60-INCH MANHOLE (≥10 DEPTH AND <15 DEPTH)	EA	13	$3,850.00	$50,050.00	$4,600.00	$59,800.00	$6,600.00	$85,800.00
691.06	COATING EXISTING 60-INCH MANHOLE (≥15 DEPTH AND <20 DEPTH)	EA	9	$4,875.00	$43,875.00	$5,700.00	$51,300.00	$9,800.00	$88,200.00
691.07	COATING EXISTING 60-INCH MANHOLE (≥20 DEPTH AND <25 DEPTH)	EA	5	$6,250.00	$31,250.00	$7,250.00	$36,250.00	$15,900.00	$79,500.00
691.08	COATING EXISTING 60-INCH MANHOLE (≥25 DEPTH AND <30 DEPTH)	EA	5	$8,000.00	$40,000.00	$9,200.00	$46,000.00	$11,350.00	$56,750.00
691.09	COATING EXISTING 60-INCH MANHOLE (≥30 DEPTH AND <35 DEPTH)	EA	1	$9,350.00	$9,350.00	$10,700.00	$10,700.00	$17,300.00	$17,300.00
691.1	COATING EXISTING 72-INCH MANHOLE (≥20 DEPTH AND <25 DEPTH)	EA	2	$7,600.00	$15,200.00	$8,700.00	$17,400.00	$16,100.00	$32,200.00
695.01	DIVERSION OF SEWAGE FLOW	LS	1	$989,800.00	$989,800.00	$1,648,250.00	$1,648,250.00	$1,675,000.00	$1,675,000.00
	Total Base Bid Amount				$3,658,556.50		$4,421,100.00		$5,333,490.00
	Engineer's Estimate $6,804,882.00								
	Responsive Bidder								
	Responsible Bidder								

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 10.15341.12-DC, Design-Build of the Solar Covered Parking, Phase II - Bid Lot D located at Fire Station #5, 1020 Hinson Street, Centennial Hills Community Center, 6601 North Buffalo Drive, Centennial Hills Park, 7101 North Buffalo Drive, Lorenzi Park, 3339 West Washington Avenue and Rainbow Family Park, 7151 West Oakey Boulevard and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MARTIN HARRIS CONSTRUCTION ($2,742,178.97 - General Capital Projects Fund) - Wards 1, 5 and 6 (Tarkanian, Barlow and Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,742,178.97
Funding Source: General CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of constructing photovoltaic panels and thin film panels over steel carports at Fire Station #5, Centennial Hills Community Center, Centennial Hills Park, Lorenzi Park and Rainbow Family Park. Funding for this project is provided by the NV Energy Rebate Program.

PCC: D. Collins
POC: Ray Newmiller - (702) 385-5257

RECOMMENDATION:
That City Council approve award of Contract No. 10.15341.12-DC, Design-Build of the Solar Covered Parking, Phase II - Bid Lot D to Martin Harris Construction in the amount of $2,742,178.97 and approve the construction conflicts and contingency reserve of $274,218. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Contract No. 10.15341.12-DC
3. Certificate - Disclosure of Ownership/Principals

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: **March 2, 2011**
DEPARTMENT: **FINANCE AND BUSINESS SERVICES**
ITEM DESCRIPTION: **CONTRACT NO. 10.15341.12-DC, Design-Build of the Solar Covered Parking, Phase II – Bid Lot D**

This project consists of constructing photovoltaic panels over Contractor provided pre-fabricated steel carport covers for an estimated 318 parking stalls. The project includes five locations; Fire Station #5 located at 1020 Hinson Street and thin film photovoltaic panels at Centennial Hills Community Center located at 6601 North Buffalo Drive, Centennial Hills Park located at 7101 North Buffalo Drive, Lorenzi Park located at 3339 West Washington Avenue and Rainbow Family Park located at 7151 West Oakey Boulevard which will provide approximately 254 kW of renewable energy. This project is anticipated to replace on average 36% 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, meters, disconnect switches, panels, data web interface logging and under canopy LED lighting.

Martin Harris Construction was selected through a competitive Request for Proposal process.

EXHIBIT A
DESIGN-BUILD CONTRACT

THIS DESIGN-BUILD CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "Owner") and M & H Enterprises, Inc. DBA Martin-Harris Construction (a corporation organized and existing under the laws of the State of Nevada), (the "Design-Build Team".)

WITNESSETH:

WHEREAS, the Design-Build Team, having submitted a Design-Build Proposal to the Owner for the design and construction of the project commonly known and referred to as "Solar Covered Parking, Phase II – Bid Lot D Project", RFP No. (10.15341.12-DC)"; and PWP #CL-2011-80; and

WHEREAS, the City Council, after due consideration of the submitted proposals, awarded a contract to the Design-Build Team for both the design and construction of the Project in the maximum amount set forth below.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. PROJECT DESCRIPTION. The Project consists of the design and construction of Project #10.15341.DC, Solar Covered Parking, Phase II - Bid Lot D, which is fully set forth and described in the Bridge Documents (defined in the General Conditions attached hereto).

2. DESIGN AND CONSTRUCTION COVENANT.

a) In General. The Design-Build Team hereby covenants and agrees to furnish the design of the Project in accordance with all professional architectural and engineering principles generally accepted as standards of the profession in the State and shall construct the Project as designed, free from defects and deficiencies, all in compliance with the requirements of the Contract. The Design-Build Team shall be responsible for performing and completing, and for causing all of its Subconsultants and Subcontractors to perform and complete the requirements set forth in the Contract and all applicable laws. The Design-Build Team covenants and warrants that the design and construction of the Project, and the materials incorporated therein, shall meet the performance requirements of the Owner as described in the Contract. The Design-Build Team shall assume overall responsibility for ensuring that the design and construction of the public work is completed in a satisfactory manner.

b) Project Design. The Design-Build Team shall use the key personnel of the design firm or firms identified in the Proposal to provide the professional design services (architectural and engineering services) necessary for the preparation of the Construction Documents for the Project. The Design-Build Team shall be responsible for all errors, omissions, inconsistencies or other deficiencies in the design of the Project and in the Construction Documents. The Construction Documents shall be prepared by qualified architects, engineers and other professionals, selected and paid for by the Design-Build Team and duly licensed in the state of Nevada.

c) Project Construction. The Design-Build Team shall furnish all labor, materials, equipment, transportation and other services necessary for construction of the Project (including, without limitation, the site work, structures, utilities and landscaping) in accordance with the Construction Documents approved by the Owner and other applicable requirements of the Contract. The Design-Build Team hereby covenants and agrees to undertake and complete the Work (defined in the General Conditions attached hereto) in a good, substantial and workmanlike manner in compliance with the Contract.

3. CONTRACT AMOUNT. For performance of the Work, the Owner agrees to pay the Design-Build Team the following maximum amount for the Work required by this Contract, excluding any amount related to costs that may be incurred as a result of unexpected conditions or occurrences as authorized by the contract: $2,742,178.97 (the "Contract Amount"). The maximum amount to be paid for the performance of the professional design services required by the Contract is $108,281.39 (which is included in the Contract Amount).

4. DOCUMENT INCORPORATION. The Contract consists of this three (3) page document and the following documents incorporated herein by this reference as a part hereof:

a) Design-Build Contract, Exhibit "A" attached hereto
   i. Design-Build Proposal
   ii. Cost Proposal Schedule
   iii. Resumes for Key Personnel
   iv. Subconsultant and Subcontractor List
   v. Certificate – Disclosure of Ownership
b) General Conditions, Exhibit "B" attached hereto
c) Bridging Specifications, dated February 4, 2010, Exhibit "C" (Provided electronically)
d) Plans, Exhibit "D" (Provided electronically)
e) Addenda No.1, dated November 24, 2010
   Addenda No.2, dated January 13, 2011
f) Prevailing Wage Rates, Exhibit "E" attached hereto
g) Federal Wage Rates, Exhibit "F" attached hereto
h) Special Requirements, Exhibit "G" attached hereto

5. COMMENCEMENT AND COMPLETION DEADLINE. Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Design Notice to Proceed, and shall complete all work required by the Contract on **December 1, 2011.**

6. LIQUIDATED DAMAGES. Liquidated Damages are provided for in Section 6 of the General Conditions in the amount of **$1,500.00 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or Owner approved extensions thereof.

7. CONSEQUENTIAL DAMAGES. This contract includes multiple locations with site-specific mandatory completion dates and associated Consequential Damages as detailed in General Conditions, Section 6.02, Owner's Recovery of Consequential Damages. Consequential Damages are independent of liquidated damages. The location-specific completion dates and associated Consequential Damages are as follows:

Location	Mandatory Interim Substantial Completion Date*	Consequential Damages
Centennial Hills Community Center	August 31, 2011	$216,000.00
	September 01, 2011	$281,460.00
Lorenzi Park	August 11, 2011	$150,000.00
	September 01, 2011	$180,600.00
Fire Station #5	December 01, 2011	$150,000.00
Centennial Hills Park	December 01, 2011	$150,000.00
Rainbow Family Park, South Lot	September 01, 2011	$143,740.00

* **NOTE:** For locations that have two Mandatory Interim Substantial Completion dates, two independent Consequential Damages may be assessed. If the Design-Build Team fails to achieve Mandatory Interim Substantial Completion and/or fails to submit all necessary paper work detailed in the Bridging Documents by the first Mandatory Interim Substantial Completion Date, the initial Consequential Damage will be applicable. If the Design-Build Team fails to achieve Mandatory Interim Substantial Completion and/or fails to submit all necessary paper work detailed in the Bridging Documents by the second Mandatory Interim Substantial Completion Date, the Second Consequential Damage will also apply.

8. NOTICES. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the Owner:	City of Las Vegas Manager, Purchasing & Contracts Division City Hall, First Floor 400 Stewart Avenue Las Vegas, NV 89101-2986
To the Design-Build Team:	M & H Enterprises, Inc. DBA Martin-Harris Construction Ray C. Newmiller, Vice President 3030 S. Highland Drive Las Vegas, NV 89109 Fax: (702) 474-8115

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notice may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Design-Build Team.

IN WITNESS WHEREOF, the Owner and the Design-Build Team have made and executed this Agreement on the day and year first above written.

OWNER

By: _____
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts Division

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Riddle 2/14/11
Deputy City Attorney Date

DESIGN-BUILD TEAM:

By: _____
M & H Enterprises, Inc. DBA Martin-Harris Construction

COST PROPOSAL SCHEDULE

COST PROPOSAL	LUMP SUM AMOUNT
Item # 1 - **Design** of the Solar Covered Parking Phase II, Bid Lot D Project in accordance with RFP No. 10.15341.12-DC Documents.	$ 108,281.39
Item # 2 - **Construction** of the Solar Covered Parking Phase II, Bid Lot D Project in accordance with RFP No. 10.15341.12-DC Documents.	$ 2,797,046.03
Accepted Alternates (see below)	$ (163,148.45)
Total Proposal Amount	$ 2,742,178.97

ACCEPTED ALTERNATES

ALTERNATE NO. 1 – ¼ CANTILEVER SOLAR CANOPIES	DEDUCTIVE AMOUNT
PROVIDE ¼ CANTILEVER SOLAR CANOPIES	$ (103,049.00)

ALTERNATE NO. 2 – ZINCALUME DECKING AT SOLAR CARPORTS	DEDUCTIVE AMOUNT
PROVIDE ZINCALUME DECKING IN LIEU OF KYNAR FINISH	$ (35,789.44)

ALTERNATE NO. 3 – PROVIDE 6" TRIM IN LIEU OF 12" TRIM	DEDUCTIVE AMOUNT
PROVIDE 6 INCH TRIM IN LIEU OF 12 INCH TRIM PER RFP	$ (6,170.59)

ALTERNATE NO. 4 – PROVIDE CANOPY LIGHT FIXTURE	DEDUCTIVE AMOUNT
PROVIDE CANOPY LIGHT FIXTURE PKG – EDG-5S-DM	$ (6,220.60)

ALTERNATE NO. 5 – SUBSTITUTE SMA INVERTER W/CHAINLINK ENCLOSURE & LID (FIRE STATION NO. 5 ONLY)	DEDUCTIVE AMOUNT
PROVIDE SMA INVERTER W/CHAINLINK ENCLOSURE & LID	$ (11,918.82)

EXHIBIT B
GENERAL CONDITIONS

SECTION 1. DEFINITIONS

SECTION 2. DESIGN-BUILD TEAM'S RIGHTS AND RESPONSIBILITIES

2.01 Designated Representative
2.02 Responsibility for Site Conditions and Geotechnical Information
2.03 Responsibility for the Security of the Work and Project Site
2.04 Responsibility for Protecting Adjacent Areas
2.05 Responsibility for Construction Safety
2.06 Responsibility for Clean-Up of the Work Site
2.07 Responsibility for Construction Procedures
2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors
2.09 Responsibility for Employment of Competent Superintendent
2.10 Responsibility for Uncovering and Correcting the Work
2.11 Responsibility for Permits and Fees
2.12 Responsibility for Record Documents
2.13 Responsibility for Substitutions of Materials, Products or Services
2.14 Responsibility for the Delivery and Storage of Materials and Equipment
2.15 Responsibility for Emergencies
2.16 Responsibility for Payment of Subcontractor and Other Parties
2.17 Responsibility for Schedule of Values

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

3.01 Designated Representative
3.02 Right to Perform or Award Separate Contracts for Portions of the Work
3.03 Right to Perform Additional Work Within or Near the Project Site
3.04 Progress Meetings
3.05 Right of Suspension
3.06 Right of Termination for Convenience
3.07 Owner's Right to Replace Subcontractor or Subconsultant

SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

4.01 Notice to Proceed
4.02 Guaranteed Project Schedule
4.03 Progress of the Work
4.04 Contract Time
4.05 Progress Payments and Retainage

SECTION 5. COMPLETION OF THE PROJECT

5.01 Substantial Completion
5.02 Punch List
5.03 Final Inspection and Final Acceptance of the Work
5.04 Final Payment
5.05 Non-Conforming Work Not Accepted

SECTION 6. LIQUIDATED, CONSEQUENTIAL AND DELAY DAMAGES

6.01 Owner's Recovery of Liquidated Damages
6.02 Owner's Recovery of Consequential Damages
6.03 Delay Damages

SECTION 7. BONDING REQUIREMENTS

7.01 Required Bonds
7.02 Acceptable Surety
7.03 Failure to Maintain Bonds

SECTION 8. INSURANCE REQUIREMENTS

8.01 In General
8.02 Acceptable Insurance Company
8.03 Premiums, Deductibles and Self-Insured Retentions
8.04 Certificate of Insurance
8.05 Renewal Policies
8.06 Cancellation and Modification of Insurance Coverage
8.07 No Recourse
8.08 Endorsements and Waivers
8.09 Failure to Provide or Maintain Insurance Coverage

SECTION 9. INDEMNITY

9.01 General Indemnity
9.02 Patent Indemnity

SECTION 10. BREACH OF CONTRACT AND REMEDIES

10.01 Definition of Breach
10.02 Event of Default
10.03 Damages
10.04 Termination for Cause
10.05 Owner's Right to Perform the Work
10.06 Deduction From Progress Payments
10.07 Rights and Remedies are Cumulative

SECTION 11. REPRESENTATIONS AND WARRANTIES

11.01 General Representations and Warranties
11.02 Warranty of Merchantability and Fitness for Particular Purpose
11.03 Warranty Work Conforms with Requirements of the Contract
11.04 Warranty Exclusions Prohibited

SECTION 12. DISPUTES BETWEEN THE PARTIES

12.01 Preliminary Resolution
12.02 Arbitration

SECTION 13. COMPLIANCE WITH THE LAWS

13.01 General
13.02 Compliance with Labor Laws
13.03 Compliance with Americans with Disabilities Act
13.04 Compliance with Immigration Reform Control Act of 1986
13.05 Air Pollution Control
13.06 Fire Prevention
13.07 Provisions Required by Law
13.08 Stormwater Pollution Control
13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous
13.10 Compliance with National Environmental Policy Act (NEPA)

SECTION 14. CONTRACT INTERPRETATION

14.01 General
14.02 Intent and Correlation
14.03 Governing Order of Contract Documents
14.04 Conflicting Conditions
14.05 Graphic Enhancement

SECTION 15. MISCELLANEOUS PROVISIONS

15.01 Regulatory Authorities
15.02 Subcontracts
15.03 Right to Review and Audit
15.04 Independent Design-Build Team
15.05 Severability
15.06 Assignment of Contractual Rights
15.07 Ownership and Use of Documents
15.08 Prohibited Interest
15.09 Waiver
15.10 No Personal Liability
15.11 Contract Modification

SECTION 1. DEFINITIONS

The following definitions shall apply to the Contract:

"Addendum" means any written or graphic instrument issued by the Owner via the City of Las Vegas Purchasing and Contracts Office prior to the submission of Proposals which modifies or interprets the RFP Documents by means of an addition, deletion, clarification, correction or other type of modification.

"Adverse Weather" means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

"Bridge Documents" means the initial documents provided by the Owner to the Design-Build Team which describe the aesthetic and functional requirements of the Project and includes without limitation, the following schematic documents: site plans, demolition plans, grading plans, utility plans, floor plans, elevations, sections, details, window/door schedules, ceiling/lighting plans, roofing plans, interiors, planting plans, electrical/plumbing/mechanical information, geotechnical evaluations, asbestos survey and abatement specifications, fire line analysis, irrigation line analysis, technical drainage studies, and related specifications. The Bridge Documents will be used by the Design-Build Team to prepare the final stamped plans, specifications and related contract documents for the Project.

"Change Directive" means any written order from the Owner directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Design-Build Team is to proceed immediately with the implementation of the Change Directive.

"Change Order" means any written order to the Design-Build Team signed by the Owner and Design-Build Team issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Design-Build Team's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

"Consultant" means the consulting firm contracted by the Owner to assume some or all of the responsibilities of the Owner for administration of the Contract.

"Contract" means the entire agreement between the parties as set forth in the Contract Documents which does not come into legal existence until execution of the Design-Build Contract by the Owner.

"Contract Amount" means the compensation to be paid the Design-Build Team to perform the Work and is included in the "Contract Amount" section of the Design-Build Contract.

"Contract Documents" means the Design-Build Contract, including all incorporated documents.

"Contract Time" means the number of days set forth in Section 6 of the Design-Build Contract (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

"Critical Path" means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

"Critical Path Method" means the method of developing a network analysis system as outlined in "CPM in Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition).

"Date of Substantial Completion" means the date established and certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work, or designated portion thereof, for the purpose for which it is intended.

"Day" means a calendar day unless otherwise specifically designated.

"Design-Build Team" ("Team")means an entity that consists of at least one person who is licensed as a general engineering contractor or a general building contractor pursuant to chapter 624 of NRS; and at least one person who

holds a certificate of registration to practice architecture pursuant to chapter 623 of NRS. Design-Build Team shall have the same meaning as defined in Nevada Revised Statute 338.

"Designated Representative" means the person authorized pursuant to Section 3.01 (Designated Representative) of the General Conditions to act or make decisions on behalf of the Owner.

"Drawings" mean the diagrammatic representations of the requirements for construction of the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

"Final Completion" means the satisfactory completion of all of the Work under the Contract. Final Completion occurs only after the Design-Build Team complies with the requirements of Section 5.03 (Final Inspection and Final Completion of the Work) of the General Conditions and the Owner approves final payment to the Design-Build Team.

"Modification" means (i) any Addendum pertaining to the Contract, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the Owner for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

"Notice of Award" means the letter issued by the Owner notifying the Design-Build Team of the award of the Project by the City Council, authorizing the Design-Build Team to proceed with the procurement of the bonds and insurance, and including the Design-Build Contract for execution and return to the Owner.

"Notice to Proceed" means the document issued by the Owner that (i) establishes the date the Design-Build Team is authorized to commence activity, and (ii) commences the running of the Contract Time.

"Owner" means the City of Las Vegas and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the Owner's Designated Representative identified in Section 3.01 (Designated Representative) of the Contract.

"Product Data" means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and any other information furnished by the Design-Build Team to illustrate a material, product or system for some portion of the Work.

"Project" means the total design and construction of which the Work performed under the Contract may be the whole or a part thereof and which may include construction by the Owner or by others hired by the Owner.

"Promptly" means without delay and on time.

"Proposal" means the written document submitted by the Design-Build Team in response to the Owner's Request for Final Proposals.

"Reasonable Time" means ten (10) business days, except where otherwise specified, or unless City Council action is required.

"RFP Documents" means the documents comprising the Request for Final Proposals for the Design-Build of the Solar Covered Parking, Phase II – Bid Lot D Project (RFP No. 10.15341.12-DC) and includes the following documents: Request For Final Proposal, Instructions (together with Proposal forms) and the Design/Build Contract and documents incorporated therein.

"Samples" mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Design-Build Team and that establish standards for the judgment of the Work.

"Shop Drawings" mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Build Team or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Subcontractor" means any individual or entity who is sublet any part of the Work by the Design-Build Team. There is no contractual relationship between the Owner and the Subcontractor who performs work or services for the Design-Build Team.

"Submittal" means the item required by the Contract to be provided to the Owner for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

"Substantial Completion" means the point in time when, in the opinion of the Owner, construction is sufficiently complete, in accordance with the Contract, that the Owner can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the Owner establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

"Technical Specifications" means the written descriptions of the requirements for the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

"Work" means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Design-Build Team to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

SECTION 2. DESIGN-BUILD TEAM'S RIGHTS AND RESPONSIBILITIES

Section 2.01 Designated Representative

The Design-Build Team's Designated Representative with respect to the Contract is . The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Design-Build Team and to make other decisions on the part of the Design-Build Team. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Design-Build Team.

Section 2.02 Responsibility for Site Conditions and Geotechnical Information

The Design-Build Team awarded this Contract, shall be responsible for investigating the surface and subsurface conditions of the Work site, and for rendering the same suitable for the completion of the Project. The Design-Build Team agrees to retain the services of a geotechnical consultant who shall conduct an investigation of the Work site including, but not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistively tests and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations to Design-Build Team. Such reports and recommendations shall promptly be made available to the Owner. The Design-Build Team retains responsibility for the engineering design and construction associated with the preparation and excavation of the Work site and the construction of foundations necessary to complete the Project according to the Contract.

Section 2.03 Responsibility for the Security of the Work and Project Site

The Design-Build Team is responsible at all times for the Work and for the Project site regardless of whether or not the Owner has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Design-Build Team and the Owner. The Design-Build Team shall conduct its operations under the Contract in a manner so as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Design-Build Team, Owner or any other person. The Design-Build Team shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Design-Build Team shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Design-Build Team shall cooperate with the Owner on all security matters and shall promptly comply with any security requirements established by the Owner. Such compliance with these security requirements shall not relieve the Design-Build Team of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Design-Build Team's obligation to undertake such reasonable action as may be required to

establish and maintain secure conditions at the Work site. The Design-Build Team shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the Owner in a timely manner.

Section 2.04 Responsibility for Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Design-Build Team shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the Owner. Thereafter, and before it begins the Work, the Design-Build Team shall give due notice to the Owner of its intention to start the Work. The Design-Build Team shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Design-Build Team shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the Owner has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

Section 2.05 Responsibility for Construction Safety

The Design-Build Team shall be solely and completely responsible for providing safe conditions at the Project Site to assure the protection of employees and other persons present thereon, and any property affected by the performance of the Work. Prior to the Notice to Proceed, the Design-Build Team shall submit its Safety Management Program setting forth the safety precautions and procedures to be in effect at the Project Site. The Design-Build Team shall comply with all of the requirements set forth in the Safety Management Program, which is incorporated herein by this reference. Each Subcontractor shall agree in writing to comply with the requirements of the Safety Management Program prior to performing any portion of the Work.

An employee of the Design-Build Team shall be designated the person who shall be responsible for the safety conditions at the Project Site. Such designated person shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Design-Build Team shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Any Hazardous Substance encountered at the Project Site shall be handled in accordance with applicable laws, ordinances, rules and regulations governing such substance.

Section 2.06 Responsibility for Clean-Up of the Work Site

The Design-Build Team shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Design-Build Team shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Design-Build Team shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the Owner in accordance with all applicable federal, state, and local laws, ordinances and codes. The Design-Build Team shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforegoing, the Owner may satisfy the requirements of this Section at the Design-Build Team's expense.

Section 2.07 Responsibility for Construction Procedures

The Design-Build Team shall supervise and direct the Work using its best skill and attention. The Design-Build Team shall be solely responsible for the design, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Design-Build Team shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the Owner in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Design-Build Team.

Section 2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors

The Design-Build Team shall have no substitutions in their Team Members, Key Personnel, and Named Subconsultants or Subcontractors without the Owner's prior written consent.

Section 2.09 Responsibility for Employment of Competent Superintendent

The Design-Build Team shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. The Superintendent shall effectively communicate with the Owner and shall have a thorough understanding of the Work and the Contract. The Design-Build Team shall designate a Superintendent who is acceptable to the Owner. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the Owner. The Owner shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

Section 2.10 Responsibility for Uncovering and Correcting the Work

If any portion of the Work has been covered contrary to the request of the Owner or contrary to the requirements stated in the Contract, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the Owner.

Section 2.11 Responsibility for Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the Owner, the Design-Build Team shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

Section 2.12 Responsibility for Record Documents

The Design-Build Team shall keep a marked-up, up-to-date set of the Progress Record Documents subject to the provisions of Section 01700 of the Bridging Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Section 2.13 Responsibility for Substitutions of Materials, Products or Services

a. Criteria. The Design-Build Team may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

Prior to proposing the substitution, the Design-Build Team shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (ii) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the Owner. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

b. Procedure. The Design-Build Team shall, within 10 days after award of the Contract submit to the Owner a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the Owner to make a fair and equitable decision concerning the proposed substitution. If the Design-Build Team fails to submit the written request within the specified time, the substitution will not be allowed. If

the substitution is acceptable to the Owner, a written authorization will be provided to the Design-Build Team. No substitution will be allowed which will result in an increase in the Contract Amount.

c. Burden of Proof. The burden of proof in establishing the equality of the proposed substitution shall be upon the Design-Build Team. Approval of a substitution shall not relieve the Design-Build Team from responsibility for compliance with the other requirements of the Contract. The Design-Build Team shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the Owner to accept or construe the proposed substitution to be an equal to that specified under the Contract. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The Owner will have a reasonable amount of time to review each request for substitution.

d. Required Certificates. The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

Section 2.14 Responsibility for the Delivery and Storage of Materials and Equipment

The Design-Build Team shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the Owner's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Design-Build Team.

Section 2.15 Responsibility for Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Design-Build Team shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Design-Build Team should fail to act, the Owner may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the Owner deems appropriate, including, but not limited to, the use of other Design-Build Teams, the Owner's own forces, and the Design-Build Team's on-site equipment and materials, in which case, the Design-Build Team shall pay the Owner for any such expenses incurred as provided in Section 10.05 (Owner's Right to Perform the Work).

Section 2.16 Responsibility for Payment of Subcontractor and Other Parties

The Design-Build Team is responsible for paying each Subcontractor and Subconsultant performing any portion of the Work, and other parties providing labor, material or supplies in connection with the Work in a timely manner.

Section 2.17 Responsibility for Schedule of Values

The Design-Build Team, if so requested by the Owner, shall provide the Owner with a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed and supported by such data and information, acceptable to the Owner.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Design-Build Team shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the Owner.

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

Section 3.01 Designated Representative

The Owner's Designated Representative with respect to the Contract shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Owner and to make other decisions on the part of the Owner. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Owner.

The Designated Representative shall not have any authority to change or interpret the Contract or Contract Documents, whether orally or in writing. Any ambiguity between the parties that require interpretation of the Contract or Contract Documents shall be resolved by written submission of a Request for Information by the Design-Build Team. Any request for a change to the Contract or Contract Documents shall be resolved by written submission of a Change Order request

by the Design-Build Team. The Contact or Contact Documents shall not be changed without written confirmation from the Owner.

Communications from the Owner's Representative may be verbal or written. Any verbal instruction or directive by the Owner's Representative to the Design-Build Team that changes either the Contract Amount or Contract Time or that changes either the Contract or the Contract Documents shall not be valid unless confirmed in writing and acknowledged and accepted by the Owner 1) within five working days or 2) when the work that is subject to the verbal directive commences, whichever is earlier. Absent written confirmation of the Owner's Representative's verbal instruction to the Design-Build Team, the parties agree that there is a strong presumption that no such verbal directive was ever given.

Section 3.02 Right to Perform or Award Separate Contracts for Portions of the Work

a. Coordination. The Owner reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The Owner will provide for the coordination of the activities by its own forces and that of each separate Design-Build Team with the Work of the Design-Build Team. The Design-Build Team shall participate with the Owner and the other separate Design-Build Teams in reviewing their construction schedules when so directed by the Owner.

b. Revisions to the Guaranteed Project Schedule. The Design-Build Team shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement. The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Design-Build Team. If the activities by the Owner or the other Design-Build Teams are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Design-Build Team shall be precluded from asserting any claim for delay or additional expenses resulting from the Owner exercising its rights granted herein.

c. Storage of Equipment and Materials. The Design-Build Team shall afford the Owner and any separate Contractor reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Build Team's construction and operations with theirs as required by the Contract.

d. Reporting of Separate Contractor Deficiencies. If part of the Work depends on the proper execution of construction or operations by the Owner or a separate Contractor, the Design-Build Team shall, prior to proceeding with the Work and each portion thereof, promptly report to the Owner any apparent discrepancies or defects in such other construction or operations that would render the Work unsuitable for proper execution by the Design-Build Team. The Design-Build Team's failure to report such discrepancy or defect shall constitute an acknowledgment that the Owner's or separate Contractor's completed or partially completed construction or operations is fit and proper for the Design-Build Team to proceed with the Work, except as to defects not then reasonably discoverable.

e. Delays and Damages to Separate Contractors. The Design-Build Team shall defend, indemnify and hold the Owner harmless pursuant to the provisions of Section 9.01 (General Indemnity) of the General Conditions for each claim asserted by a separate Contractor for delay, improperly timed activity, defective construction or damage to the work of the separate Contractor which is caused by the Design-Build Team. The Design-Build Team agrees to make no claim of cost or damages against the Owner for any delay, improperly timed activity, defective construction or damage to the Work of the Design-Build Team which is caused (i) by the Design-Build Team, or (ii) by a separate Contractor unless such Contractor is under contract to the Owner, or to a general Contractor of the Owner.

f. The Owner shall pay each claim of cost incurred by the Design-Build Team arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate Contractor acting under the direction or control of the Owner, or under the direction and control of a general Contractor of the Owner, provided such claim meet the requirements contained in Section 01200 (Price and Payment Procedures) of the Bridging Documents.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section 12 (Disputes between the Parties) of the Contract.

g. Repair of Damages. The Design-Build Team shall promptly repair any damage caused by the Design-Build Team to the work of a separate Contractor or to any property of the Owner or other property owner if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

Section 3.03 Right to Perform Additional Work Within or Near the Project Site

The Owner reserves the right at any time to contract with another Contractor whose work may occur within or near the site of the Project. In such event, the Design-Build Team agrees not to interfere with or hinder the progress of work by the other Contractor, and the Owner agrees to require such Contractor to coordinate its work with that of the Design-Build Team. The Design-Build Team agrees to cooperate and coordinate with such Contractor as directed by the Owner.

The Design-Build Team shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors within the limits of the same Project. The Design-Build Team shall join the Work with that of the other Contractor in an acceptable manner and shall perform it in proper sequence to that of the other Contractor.

Section 3.04 Progress Meetings

The Owner shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the Owner. The Owner shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

Section 3.05 Right of Suspension

The Owner may, without cause, order the Design-Build Team in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the Owner. An adjustment shall be made for the increase in the cost of performing the Contract (excluding therefrom any profit to the Design-Build Team), on the increased cost of performance caused by the suspension, delay, or interruption.
No adjustment shall be made to the extent that:

i. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Build Team is responsible; or
ii. An equitable adjustment is made or denied under another provision of the Contract Documents, or
iii. The Design-Build Team could have mitigated the increase in cost to perform the Contract.

Section 3.06 Right of Termination for Convenience

Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the Owner will immediately notify the design professional and the Design-Build Team in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Design-Build Team shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

i. Stop all construction;
ii. Place no further orders for materials or services;
iii. Terminate all subcontracts;
iv. Cancel all material and equipment orders as applicable; and
v. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Design-Build Team.

Within 180 days of the date of the Notice of Termination, the Design-Build Team shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Design-Build Team fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Design-Build Team because of the termination and shall pay the determined amount to the Design-Build Team.

Section 3.07 Owner's Right to Replace Subcontractor or Subconsultant

The Owner shall have the right to require that the Design-Build Team replace any Subcontractor or Subconsultant at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

Section 4.01 Notice to Proceed

After receipt of all required post-Proposal submittals, the Owner will issue the Notice to Proceed. The Design-Build Team shall not commence activities on the Project prior to the date specified in the Notice to Proceed.

Section 4.02 Guaranteed Project Schedule

Within the time provided in Section 01330 of the Bridging Documents, the Design-Build Team shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the Owner can judge and determine the progress thereof.

Section 4.03 Progress of the Work

The Design-Build Team shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the Owner from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by Owner approved Change Orders), in addition to the other requirements of the Contract and remedies available to the Owner, the Design-Build Team agrees to take the following actions at no additional cost to the Owner to correct such tardiness:

i. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;
ii. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,
iii. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Design-Build Team to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the Owner that the Design-Build Team is failing to diligently prosecute the Work, in which case the Owner may, after the notice of the breach has been provided to the Design-Build Team pursuant to Section 10.01 (Definition of Breach) of the Contract, without prejudice to other remedies the Owner may have and regardless of whether the Design-Build Team has taken or is taking corrective action, immediately correct the Design-Build Team's failure at the Design-Build Team's expense by exercising the right to perform and carry out the work as provided in Section 10.05 (Owner's Right to Perform the Work) including the use of the Owner's work forces, to award separate contracts, to supplement the Design-Build Team's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages and consequential damages, and any other means the Owner deems appropriate.

Section 4.04 Contract Time

Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Notice to Proceed, and shall achieve Substantial Completion of the Work within the Contract Time.

Section 4.05 Progress Payments and Retainage

a. **Progress Bills and Payments**. The Design-Build Team may submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline

established by the Owner and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the Owner. As permitted pursuant to Section 10.06 (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the Owner may withhold from the progress payment an amount that is sufficient to protect the Owner for the Design-Build Team's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The Design-Build Team must submit certified payroll records each month as required by NRS Chapter 338. If the certified payroll records for the previous month have not been received, the Owner may withhold funds from the progress payment in accordance with NRS Chapter 338.

b. Retainage. From the progress payment to be made to the Design-Build Team, the Owner shall deduct and retain an amount equal to ten percent (10%) of the amount approved for payment.

c. Payment for Stored Material. The Owner may at its discretion pay the Design-Build Team for the cost of the material to be used in the performance of the Work, provided the material complies with the requirements of the Contract and the following conditions are satisfied:

i. The Design-Build Team stores the material in a manner acceptable to the Owner at the Work site or other site that is acceptable to the Owner.
ii. The Design-Build Team furnishes evidence of the quantity and quality of the stored material that is acceptable to the Owner.
iii. The Design-Build Team furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the Owner.
iv. The Design-Build Team furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the Owner.

The transfer of title to, or the payment for, the stored material by the Owner shall in no way relieve the Design-Build Team of responsibility for placing the material in accordance with the requirements of the Contract.

If payment is being sought for material not specifically purchased for the Work, but taken from the Design-Build Team's stock, then in lieu of an invoice, the Design-Build Team shall submit to the Owner a statement and accompanying affidavit certifying that the material was taken from the Design-Build Team's stock and that the claimed material and transportation costs represent the actual costs to the Design-Build Team.

The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Design-Build Team.

SECTION 5. COMPLETION OF PROJECT

Section 5.01 Substantial Completion

When the Design-Build Team considers the Work or portion thereof has reached Substantial Completion, the Design-Build Team shall so inform the Owner. The Owner shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Design-Build Team.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the Owner will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the Owner and Design-Build Team for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Design-Build Team to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the Owner and Design-Build Team for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Design-Build Team is unwilling to provide written acceptance of the Certificate of Substantial Completion, the Owner shall issue the Certificate without the Design-Build Team's signature, and (i) the Design-Build Team shall immediately comply with the provisions of the Certificate, and any dispute involving the Design-Build Team's unwillingness to provide written acceptance shall be resolved in accordance with Section 12 (Disputes Between the Parties). In such event, the Owner may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

Section 5.02 Punch List

The Design-Build Team shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Design-Build Team fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the Owner shall have the option to invoke any of the remedies provided for under Section 10.

The time stated for completion of punch list items shall include final clean up of the Work site.

Section 5.03 Final Inspection and Final Acceptance of the Work

When the Design-Build Team considers the Work is complete, the Design-Build Team shall so notify the Owner in writing. If, after inspection and testing, the Owner determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the Owner shall inform the Design-Build Team that application for final payment may be made. The Contract shall not be considered to be fully performed until the Design-Build Team provides the Owner with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

Section 5.04 Final Payment

Provided the Contract has been fully performed pursuant to Section 5.03 (Final Inspection and Final Acceptance of the Work) of the Contract, the Design-Build Team shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the Owner by the Design-Build Team of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the Owner and others relating to or arising out of the Work.

No payment, final or otherwise, shall operate to release the Design-Build Team from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

Section 5.05 Non-Conforming Work Not Accepted

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the Owner shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

SECTION 6. LIQUIDATED, CONSEQUENTIAL AND DELAY DAMAGES

Section 6.01 Owner's Recovery of Liquidated Damages

The Design-Build Team acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Contract Time) of the Design-Build Contract, the Design-Build Team further acknowledges that the Owner will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the Owner and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the Owner if the Design-Build Team fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 6 of the Design-Build Contract is a reasonable estimate of the damages to be suffered by the Owner.

The Design-Build Team agrees to pay the Owner Liquidated Damages for each day that the Work exceeds the completion deadline until the Design-Build Team reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the Owner in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the Owner. By executing the Design-Build Contract, the Design-Build Team agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the Owner permits the Design-Build Team to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the Owner of any of its rights or remedies under the Contract.

The Owner's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section 12.02 (Arbitration) of the Contract. If the Design-Build Team disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

Section 6.02 Owner's Recovery of Consequential Damages

The Design-Build Team acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Contract Time) of the Design-Build Contract, the Design-Build Team further acknowledges that the Owner will suffer consequential damages.

The Owner has applied for and received incentives from Nevada Energy for participation in the Solar Program, pursuant to NRS 701B.160. Due to funding limitations, the Owner would have not undertaken this Project if all of the Nevada Energy Solar Program incentives listed in this Section were not available to the Owner. NRS 701B.255(6) mandates that the Incentive granted to the Owner expires and the Owner loses the incentive in its entirety if the Owner does not complete the installation of the solar energy system within 12 months after the date on which the Owner was selected for participation in the Solar Program. The following table summarizes the Locations and the Incentive Expiration Dates:

Location	Incentive Expiration Date*
Centennial Hills Community Center	September 7, 2011 & September 8, 2011
Lorenzi Park	August 19, 2011 & September 9, 2011
Fire Station #5	December 9, 2011
Centennial Hills Park	December 9, 2011
Rainbow Family Park, South Lot	September 9, 2011
* Each Incentive Expiration Date shall be considered as a separate date for assessment of Consequential Damages under this Section.	

In order for the Owner to receive the Incentive, the Design-Build Team must meet the Mandatory Interim Substantial Completion Date (defined as achieving Substantial Completion and submitting all necessary paper work detailed in the Bridging Documents) for each Location as follows:

Location	Mandatory Interim Substantial Completion Date**
Centennial Hills Community Center	Wednesday, August 31, 2011 Thursday, September 01, 2011
Lorenzi Park	Thursday, August 11, 2011 Thursday, September 01, 2011
Fire Station #5	Thursday, December 01, 2011
Centennial Hills Park	Thursday, December 01, 2011
Rainbow Family Park, South Lot	Thursday, September 01, 2011

** **NOTE:** For Locations that have two Mandatory Interim Substantial Completion dates, two independent consequential damages may be assessed. If the Design-Build Team fails to achieve Mandatory Interim Substantial Completion and/or fails to submit all necessary paper work detailed in the Bridging Documents by the first Mandatory Interim Substantial Completion Date the initial Consequential Damage will be applicable. If the Design-Build Team fails to achieve Mandatory Interim Substantial Completion and/or fails to submit all necessary paper work detailed in the Bridging Documents by the second Mandatory Interim Substantial Completion Date, the Second Consequential Damage will also apply.

In order for the Owner to receive the Incentive, the Design-Build Team must achieve Mandatory Interim Substantial Completion and submit all necessary completed paperwork detailed in the Bridging Documents by the date listed in the table above for each Location. The Mandatory Interim Substantial Completion dates are approximately seven (7) calendar days prior to the expiration of the Incentive Expiration Date in order to permit the Owner to coordinate the processing of the Incentive paperwork and other necessary documentation with Nevada Energy.

If the Design-Build Team fails to achieve the Mandatory Interim Substantial Completion Date for a Location and/or fails to submit all necessary paper work detailed in the Bridging Documents by the date listed in the table above for a Location, the Owner's Incentive for that particular location shall expire, and the Owner will incur consequential damages detailed herein. For Locations that have a two Incentives, if the Design-Build Team fails to achieve Mandatory Substantial Interim Completion and/or fails to submit all necessary paper work detailed in the Bridging Documents by the second Mandatory Substantial Interim Completion Date for a Location, the Owner's second incentive for that particular Location shall expire, and the Owner will incur additional Consequential Damages detailed herein.

Location	Incentive Amount and Corresponding Incentive Expiration Date
Centennial Hills Community Center	$216,000.00 (September 7, 2011) & $281,460.00 (September 8, 2011)
Lorenzi Park	$150,000.00 (August 19, 2011) & $180,600.00 (September 9, 2011)
Fire Station #5	$150,000.00 (December 9, 2001)
Centennial Hills Park	$150,000.00 (December 9, 2001)
Rainbow Family Park, South Lot	$143,740.00 (December 9, 2001)

The Design Build Team agrees and acknowledges that such Consequential Damages shall be levied against the Design-Build Team if the Owner loses an incentive for a particular Location, and such amount shall be assessed by the Owner against the amount of monies withheld by the Owner for anticipatory Consequential Damages.

The Owner shall attempt to mitigate such Consequential Damages by submitting an application to Nevada Energy for a new incentive on the date the Design-Build Team achieves Substantial Completion and submits all necessary completed paper work detailed in the Bridging Documents. Any new incentive is dependent upon availability of Solar Program funds and approval by Nevada Energy during the following program year. Any New Incentive granted to the Owner shall offset the Consequential Damages sustained by the Owner and any amount received from Nevada Energy during the next program year shall be paid by the Owner to the Design-Build Team within 30 days of receipt of the new incentive from Nevada Energy.

The Owner's right to withhold Consequential Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section 12.02 (Arbitration) of the Contract. If the Design-Build Team's Project Schedule indicates late completion for any Location, or if in the reasonable determination by the Owner that the Design-Build Team will breach the Contract by not completing any Location by the Incentive Expiration Date(s), the Owner shall deduct an amount equal to the lost Incentive(s) by withholding payment to the Design-Build Team as set forth in Section 10.06 (Deduction From Progress Payments).

Section 6.03 Delay Damages

The Design-Build Team shall not make any claim against the Owner for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Design-Build Team may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

i. Delays caused by the Owner's malicious or grossly negligent conduct, or the Owner's willful and knowing delay to the Substantial Completion of the Work,
ii. Delays whose assumption of the risk by the Design-Build Team was not within the contemplation of the parties at the time the parties entered into the Contract, or
iii. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the Owner.

If any of the exceptions set forth in (i) through (iii) above are determined by the Owner to be applicable, the Owner may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work provided such claim meets the requirements set forth in Section 01200 (Claims and Disputes) of the Bridging Documents. The Owner shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit

or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Design-Build Team.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

i. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
ii. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
iii. Unmarked utilities or utility interferences,
iv. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
v. Acts or omissions of the Owner and other governmental authorities acting in their role as code and regulation enforcement regulators,
vi. Acts or omissions of Design-Build Teams, subcontractor, suppliers and material manufacturers involved in the Work,
vii. Acts, omissions and coordination of other Design-Build Teams regardless of the event location or contractual relationship between the parties, unless such Design-Build Teams are under the direction or control of the Owner, or under the direction or control of a general Design-Build Team of the Owner, or
viii. Discovery of hazardous substances or substances suspected of being hazardous,

then the Design-Build Team may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work meets the requirements of Section 01200 (Claims and Disputes) of the Bridging Documents of the Contract.

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

SECTION 7. BONDING REQUIREMENTS

Section 7.01 Required Bonds

The Design-Build Team shall purchase and maintain throughout the term of this Agreement, the following bonds:

i. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
ii. Labor and Material Payment Bond insuring the payment of all of the Subcontractor and material suppliers of the Design-Build Team in the amount of 100% of the Contract Amount.
iii. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

Section 7.02 Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the Owner. The Design-Build Team shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

Section 7.03 Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under Section 7.02 (Acceptable Surety) of the Contract, the Owner may require the Design-Build Team to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the Owner, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the Owner to any of the remedies set forth in Section 10 (Breach of Contract and Remedies) of the Contract.

SECTION 8. INSURANCE REQUIREMENTS

Section 8.01 Section and Paragraph Headings
The section and paragraph headings appearing in this Request for Preliminary Proposals 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.

Section 8.02 Owner Provided Builder's Risk Insurance.
The Owner shall provide Builder's Risk Insurance insuring against all risks of loss (including fire, testing, vandalism, malicious mischief, collapse and water damage) for 100% of the replacement value of the completed portion of the Work including delay damages or damage to materials stored on or outside the Project, or in transit thereto.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis
Amount of Deductible	$10,000
Amount of Coverage:	Contract Amount
Policy Period:	Effective until final completion of the Project
Named Insured:	City of Las Vegas

Section 8.03 Design-Build Team provided Insurance – General
The Design-Build Team awarded the Contract shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The insurance required hereunder shall not be interpreted to relieve the Design-Build Team of any obligations under the Contract. The Design-Build Team shall remain fully liable for all deductibles, including Builder's Risk Insurance provided by the Owner and amounts in excess of the coverage actually realized, except Builder's Risk.

a. Commercial General Liability Insurance. The Design-Build Team shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the Owner.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Design-Build Team may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Design-Build Team. Any such excess insurance shall be at least as broad as the Design-Build Team's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence
	$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Design-Build Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

b. Automobile Liability Insurance. The Design-Build Team shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence
	$2,000,000 aggregate
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Design-Build Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

c. Workers' Compensation. The Design-Build Team shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Design-Build Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

d. Employer's Liability Insurance. The Design-Build Team shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The policy required herein shall be primary and non-contributory in its coverage.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 bodily injury by accident
	$1,000,000 bodily injury by disease
	$1,000,000 policy limited
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Design-Build Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

e. Errors and Omissions Insurance. The Design Professional shall procure and maintain Errors and Omissions Insurance insuring against.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence $2,000,000 aggregate
Policy Period:	Effective until final completion of the Project
Named Insured:	Design-Build Team
Additional Insured Parties	City of Las Vegas (its officers, employees and agents

Section 8.04 Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating

as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Section 8.05 Premiums, Deductibles and Self-Insured Retentions
The Design-Build Team shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. The Design-Build Team further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Design-Build Team is responsible hereunder, the Design-Build Team shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Design-Build Team insurance must be declared and approved by Owner.

Section 8.06 Certificates of Insurance
The Design-Build Team will deliver to Insurance Tracking Services, Inc. (ITS), the Owner's representative, a certificate of insurance with respect to each required policy to be provided by the Design-Build Team under this Exhibit. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801
Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

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

Section 8.07 Renewal Policies
The Design-Build Team shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

Section 8.08 Cancellation and Modification of Insurance Coverage
Each insurance policy supplied by the Design-Build Team must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Section 8.09 No Recourse
There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Design-Build Team under this Exhibit.

Section 8.10 Endorsements and Waivers
All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Design-Build Team has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.
ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided

to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

i. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Section 8.11 Failure to Provide or Maintain Insurance Coverage (Revised)
The awarded Design-Build Team's failure to provide or maintain any of the insurance coverage required herein would constitute a breach of the Contract.

SECTION 9. INDEMNITY

Section 9.01 General Indemnity

The Design-Build Team shall protect, indemnify and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (including attorney fees, court costs) or other expenses of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of, the negligence, errors, omissions, recklessness or intentional misconduct on the part of the Design-Build Team, its officers, employees, agents, subcontractor or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in the Work, or (ii) in the performance of the terms, conditions and covenants of the Contract. The Owner may retain for its protection any money due and owing the Design-Build Team under this Contract. In the event no money is due and owing, the surety, if required, of the Design-Build Team, may be held until all of the Claims have been settled and suitable evidence to that effect furnished to the Owner.

The Design-Build Team shall defend the Indemnitiees against the Claims and in the event that the Design-Build Team fails to do so, the Owner 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 Design-Build Team.

Section 9.02 Patent Indemnity

The Design-Build Team shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Claims"), incurred by the Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by the Design-Build Team, or out of the processes or actions employed by, or on behalf of, the Design-Build Team in connection with the performance of this Contract. The Design-Build Team shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Indemnitees; provided that the Indemnitees shall have notified the Design-Build Team upon becoming aware of such claims or actions, and provided further that the Design-Build Team's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Indemnitees.

In order to avoid such claims or actions, the Design-Build Team shall have the right, at its expense, to substitute non-infringing equipment, materials or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or to obtain the necessary licenses authorizing the use of the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet the requirements of this Contract.

SECTION 10. BREACH OF CONTRACT AND REMEDIES

Section 10.01 Definition of Breach

If, during the existence of the Contract, the Design-Build Team:

i. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section 2.16 (Responsibility for Payment of Subcontractor and Other Parties) of the Contract;

ii. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section 4.01 (Notice to Proceed) of the Contract;

iii. Fails to diligently prosecute the Work as required by Section 4.02 (Guaranteed Project Schedule) or Section 4.03 (Progress of the Work) of the Contract;

iv. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section 4.03 (Progress of the Work) of the Contract;

v. Fails to complete the Work within the Contract Time as required by Section 4.04 (Contract Time) of the Contract;

vi. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section 5.02 (Punch List) of the Contract;

vii. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections 7.01 (Required Bonds) and 8.01 (Required Insurance) of the Contract;

viii. Fails to pay third party claims as required by Section 9.01 (General Indemnity) of the Contract;

ix. Fails to maintain licensure by the Nevada State Design-Build Team's Board as required by Section 11.01 (General Warranty) of the Contract;

x. Fails to promptly remedy the Work not in conformance with the Contract as required by Section 11.03 (Warranty Work Conforms with Requirements of the Contract);

xi. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section 13.01 (General) of the Contract;

xii. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the Owner or the State Labor Commissioner's Office as required by Section 13.02 (Compliance with Labor Laws) of the Contract;

xiii. Fails to maintain solvency, allows a judgment to stand against the Design-Build Team for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or

xiv. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breach of the contract which if unremedied may constitute an Event of Default as described in Section 10.02 (Event of Default).

Section 10.02 Event of Default

The Design-Build Team and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section 10.01 (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Design-Build Team or Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the Owner may declare that an "Event of Default" has occurred and the Owner may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section 10 (Breach of Contract and Remedies) of the Contract.

Section 10.03 Damages

Except for those breaches which are subject to Liquidated Damages set forth in Section 6.01 (Owner's Recovery of Liquidated Damages), if the Design-Build Team fails to cure any Event of Default under this Agreement within the time provided in Section 10.02 (Event of Default), the Owner shall be entitled to damages resulting therefrom.

Section 10.04 Termination for Cause

Upon the occurrence of an Event of Default, the Owner may terminate the Contract which shall take effect immediately upon service of the notice on the Design-Build Team and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the Owner may do any and all of the following:

i. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Build Team;
ii. Accept the assignment of the Design-Build Team's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to Owner if Contract is terminated); and
iii. Finish the Work by whatever method deemed expedient by the Owner.

The Design-Build Team shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the Owner. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Owner through the default of the Design-Build Team, the excess shall be paid to the Design-Build Team. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Design-Build Team and the Surety under the Performance Bond shall pay the difference to the Owner.

Section 10.05 Owner's Right to Perform the Work

If the Design-Build Team fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section 10.02 (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the Owner may, without prejudice to any other right or remedy available to the Owner, and without terminating the Contract and relieving the Design-Build Team from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the Owner's personnel).

If the Owner discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the Owner may proceed with the corrective action without having to provide any additional notice to the Design-Build Team.

If, after expiration of the seven-day notice period required pursuant to Section 10.02 (Event of Default) of the Contract, the Design-Build Team proceeds to correct the breach and the Owner has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from Design-Build Teams which cannot be canceled without the Owner incurring costs to the Design-Build Team, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Design-Build Team shall pay the Owner for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section 10.02 (Event of Default) of the Contract, the Owner decides not to take any action to correct the breach or fails in the effort to correct the breach, the Design-Build Team remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the Owner shall be entitled to deduct from any payments then or thereafter due the Design-Build Team (including the direct and indirect costs of using the Owner's personnel). If payments then or thereafter due the Design-Build Team are not sufficient to cover the incurred expenses, the Design-Build Team shall pay the difference to the Owner.

Section 10.06 Deduction From Progress Payments

For each and every breach set forth in Section 10.01 (Definition of Breach) of the Contract, the Owner may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the Owner, may be necessary to protect the Owner from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the Owner, the Owner may withhold from any requested progress payment such sum as may be necessary to protect the Owner from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section 6.01 (Owner's Recovery of Liquidated Damages) and Consequential Damages pursuant to Section 6.02 (Owner's Recover of Consequential Damages) of the Contract which the Owner anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the Owner and the Design-Build Team concerning the request for payment, the Design-Build Team may submit a revised application for certification. The Owner shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the Owner has determined that the amount paid exceeds the percentage of completion of the Work, the Work cannot be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Design-Build Team remedies the failure for which payment has been withheld, and the Owner verifies such correction, then the withheld money shall be included with the payment of the next application.

Section 10.07 Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

SECTION 11. REPRESENTATIONS AND WARRANTIES

Section 11.01 General Representations and Warranties

The Design-Build Team hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Design-Build Teams Board of the State of Nevada in order to perform the Contract.

Section 11.02 Warranty of Merchantability and Fitness for Particular Purpose

The Design-Build Team warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

Section 11.03 Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Design-Build Team warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects and deficiencies in design, materials and workmanship (unless furnished by the Owner) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Design-Build Team or by any of its Subcontractor of any tier. Upon receipt of written notice from the Owner of any non-conformance to the Contract during the applicable warranty period, the Design-Build Team shall promptly correct the affected non-conformance at a time acceptable to the Owner.

The Design-Build Team shall perform such tests as the Owner may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Design-Build Team. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the Owner. The Design-Build Team warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Design-Build Team fails to promptly make the necessary corrections and tests, the Owner may perform or cause to be performed the same at the Design-Build Team's expense. The Design-Build Team and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Design-Build Team's obligations under the Contract other than specifically to correct the Work then known by the Owner to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the Owner).

Section 11.04 Warranty Exclusions Prohibited

The Owner will not accept any warranty clause from the Design-Build Team, Subcontractor or manufacturer that states:

i. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
ii. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the Owner as well as from the Design-Build Team to the Owner if the manufactured product is sold directly to the Design-Build Team.

SECTION 12. DISPUTES BETWEEN THE PARTIES

Section 12.01 In General
Any claim, dispute or other controversy that may arise between the Owner and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, if the claim, dispute or controversy cannot otherwise be settled, the parties shall use an alternate dispute resolution method before initiation of any judicial action. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice of the claim is provided pursuant to Section 12.04 below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties.

Section 12.02 Work to Proceed
While the alternate dispute resolution or judicial action is pending, the Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract, unless otherwise mutually agreed upon in writing.

Section 12.03 Alternate Dispute Resolution Costs and Fees
The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that may arise between the parties.

Section 12.04 Notice of Dispute
In the event that a claim, dispute, or controversy arises between the parties which are related to the progress or construction of the Project, the party asserting the claim, dispute or controversy must provide written notice thereof to the other party within thirty (30) days after its occurrence. The written notice shall set forth with specificity the nature of the claim, dispute or controversy, the relief sought, and other matters properly relating thereto. The notification is important to the recipient of the notice so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the claim, dispute or controversy may have thereon, and to enable that party to properly verify any costs incurred by the party asserting the claim, dispute or controversy in connection therewith. The failure of the party to provide proper notice to the other party as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the Owner may have against the Contractor relating to the construction of the Work.

Section 12.05 Right of Judicial Action
Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of the alternate dispute resolution required herein and, in the case of the Contractor, which has not been waived by the acceptance of final payment, may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

SECTION 13. COMPLIANCE WITH THE LAWS

Section 13.01 General

The Design-Build Team shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, labor and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

Section 13.02 Compliance with Labor Laws

a. Prevailing Wage Rate Law. The Design-Build Team and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

1. Prevailing Wage Rates. For public work projects whose cost is $100,000 or more, the Design-Build Team hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Design-Build Team or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Design-Build Team is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner. Any Change Order causing a contract to equal or exceed $100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner. Any work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the Owner.

In accordance with NRS Chapter 338, the Design-Build Team shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Design-Build Team agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the Owner or the State Labor Commissioner.

2. Certified Payroll Reports. Pursuant to NRS Chapter 338, for any public work contract awarded for $100,000 or more, the Design-Build Team and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the "certified payroll reports."

The Design-Build Team, and each Subcontractor through the Design-Build Team, is required to submit a copy of the certified payroll reports for each calendar month to the Owner no later than fifteen (15) calendar days after the end of the month. The Design-Build Team shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Design-Build Team agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

3. Penalties. In accordance with NRS 338.060, the Design-Build Team shall forfeit the penalty provided herein to the Owner for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Design-Build Team or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Design-Build Team or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the Owner, (iii) the Design-Build Team or Subcontractor did not report to the Owner as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Design-Build Team shall forfeit the penalty set forth in each violated subsection.

The Design-Build Team hereby stipulates that the Owner may withhold not less than $20.00, nor more than $50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Design-Build Team's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to $1,000 for the first violation and $5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Design-Build Team or Subcontractor is determined by the Owner to have violated the provisions of this Section, the Owner may deduct from any payments due the Design-

Build Team, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Design-Build Team, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

b. Copeland Anti-Kickback Law. The Design-Build Team shall comply with the Copeland Anti- Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Design-Build Team or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

c. Fair Employment Law. The Design-Build Team shall comply with the fair employment provisions of NRS 338.125. The Design-Build Team agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Design-Build Team further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Design-Build Team shall constitute a material breach of the Contract.

If the Design-Build Team or any of its Subcontractors refuses to hire or do business with an individual or company in violation of this provision, the Owner may declare the Design-Build Team in breach of the Contract, and the Owner may terminate the Contract and designate the Design-Build Team as not responsible for purposes of bidding future public work projects.

d. Preferential Employment. (This Section ☐ IS ☒ IS NOT Applicable to this Contract) The Design-Build Team shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Design-Build Team engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

e. Federal Wage Rates. (This Section ☒ IS ☐ IS NOT Applicable to this Contract). The Design-Build Team shall comply that the Federal Wage Rates attached (Exhibit F *to the Request For Final Proposal*) and incorporated herein as a part hereof which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

f. Special Requirements. (This Section ☒ IS ☐ IS NOT Applicable to this Contract). The Design-Build Team shall comply with the requirements of Design-Build Team (Exhibit G *to the Request For Final Proposal*) incorporated herein as a part hereof which are applicable to the Contract.

Section 13.03 Compliance with Americans with Disabilities Act

The Work shall comply with the Americans with Disabilities Act (ADA) as amended to date. The Design-Build Team shall construct the Work in compliance with the ADA and the rules and regulations promulgated thereunder and shall immediately notify the Owner of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated thereunder.

Section 13.04 Compliance with Immigration Reform Control Act of 1986

In accordance with the Immigration Reform and Control Act of 1986, the Design-Build Team shall not employ unauthorized aliens in the performance of the Contract.

Section 13.05 Air Pollution Control

Prior to commencing the Work, the Design-Build Team shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Design-Build Team shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

i. Nevada Revised Statute 445: Air Quality Regulations
ii. Title 40 Code of Federal Regulations (CFR) Part 82 Protection of Stratospheric Ozone – Refrigerant Regulations
iii. Adhering to all Clark County Department of Air Quality and Environmental Management regulations.

The Design-Build Team shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

Section 13.06 Fire Prevention

The Design-Build Team shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Design-Build Team.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Design-Build Team shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Design-Build Team to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

Section 13.07 Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

Section 13.08 Stormwater Pollution Control

Prior to commencing the Work, the Contractor shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from Nevada Division of Environmental Protection (NDEP) for construction activities.

The Contractor shall perform the Work so as to not discharge stormwater runoff containing pollutants or sediment into the waters of the United States (including municipal separate storm sewer systems [MS4s]) in violation of federal and state laws, rules, and regulations and the Owner's water pollution requirements.

The Contractor shall:

i. Comply with the provisions of Nevada Revised Statutes, Chapter 445A: Water Pollution Control and City of Las Vegas Municipal Code 14.18; and
ii. Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
iii. Provide to the Owner, prior to commencing construction operations, copies of all associated permits or waivers.

All information and forms pertaining to Nevada's Stormwater NPDES Permitting Program can be found on the following website: http://ndep.nv.gov/bwpc/storm01.htm.

The City, state, and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the Contractor shall submit a Notice Of Intent (NOI) to the Nevada Division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI and must remain on the project site and be updated as necessary for the duration of the project. As applicant, the Contractor is responsible for insuring that all persons on the project site, including contractor and subcontractor personnel, abide by the conditions of the permit. As the applicant, the Contractor is responsible for supplying complete copies of the NOI and SWPPP to all project subcontractors.

Upon completion of the project, the Contractor must (at no additional cost to the owner) permanently stabilize the construction area and file a Notice of Termination (NOT) with NDEP to terminate the permit.

The Contractor shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules, regulations, and requirements and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

Section 13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous

Contractor shall be responsible for disposal of all waste materials including non-hazardous, hazardous, or toxic materials. Contractor shall make its own arrangements for disposal or recycle of all waste materials and shall pay all costs associated with the proper disposal of the all waste.

Contractor shall obtain written verification in term of the landfill weight ticket, recycling certificate from the disposal site owner or operator with a written release from the disposal site owner or operator absolving the Owner of any and all responsibility in connection with the disposal of waste material on said property.

Unless otherwise provided, full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such material and no additional compensation will be allowed therefore.

No waste material that is to be disposed shall be stockpiled on the Owner's property or the project site longer than seven (7) days, unless otherwise approved by the Owner. Prior to initiating construction, the Contractor shall provide to the Owner a proposed temporary stockpile location. Construction debris and materials shall not be stockpiled in unapproved locations.

For hazardous or toxic materials waste, Contractor shall comply with all local, State, and federal regulations including but not limited to Resources Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA). Contractor must fill out the Waste Manifest and provide a copy of the Manifest to the Owner. Contractor (or its subcontractor) shall provide all necessary licenses or permits documentation for handling, transportation and disposal of hazardous or toxic materials as submittal information to the Owner. Contractor is responsible for identify/classify the hazardous waste, getting an EPA hazardous waste site number by filing the paperwork with NDEP as the hazardous waste generator, retaining certified RCRA hazardous waste transporter subcontractor, properly dispose the RCRA hazardous waste in certified hazardous waste treatment or landfill sites, deactivated the EPA hazardous waste site number when the job is done, and provide safe handling training to contractor employees.

Section 13.10 Compliance with National Environmental Policy Act (NEPA)
If this contract is sponsored in whole or part through Federal funding, Contractor is required to comply with NEPA requirements including but not limited to, compliance with Clean Air Act, Clean Water Act, Endangered Species Act, National Historic Preservation Act, Migratory Bird Treaty Act, Resource Conservations and Recovery Act (RCRA), Toxic Substance Control Act (TSCA).

SECTION 14. CONTRACT INTERPRETATION

Section 14.01 General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted in the County of Clark, State of Nevada.

Section 14.02 Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

Section 14.03 Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Design-Build Team. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the Owner:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. Design-Build Contract
4. General Conditions
5. Bridging Documents, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the Owner)

Section 14.04 Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Design-Build Team shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation.

Section 14.05 Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

SECTION 15. MISCELLANEOUS PROVISIONS

Section 15.01 Regulatory Authorities

The Design-Build Team does hereby acknowledge and agrees that the Department of Public Works, by or through its Architectural Services Division, acting as the Owner's Designated Representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the Owner, or which are departments of the Owner including, but not limited to, the Building Department, Fire Department, Planning Department or other divisions within the Department of Public Works acting in a regulatory manner. The Design-Build Team is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the Owner acting in a regulatory manner) and any delays resulting to the Design-Build Team in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Design-Build Team, and not attributable in any manner to the Owner.

The Owner's Designated Representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the Owner receives a quality product, delivered on schedule, for a fair price. Furthermore, the Owner's Designated Representative does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Owner's Designated Representative. The Design-Build Team agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the Owner's Designated Representative, and that the Design-Build Team's interaction with each regulatory authority is to be conducted without assistance from the Owner's Designated Representative.

Section 15.02 Subcontracts

Any subcontract entered into by the Design-Build Team and its Subcontractor or material supplier shall not create any contractual relationship between the Owner and the Subcontractor or material supplier.

The Design-Build Team agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Design-Build Team in connection with the Project if so requested by the Owner for any of the reasons set forth in NRS 338.140 (1)(d).

The Design-Build Team shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Design-Build Team unless such substitution meets the requirements of NRS Chapter 338.

Section 15.03 Right to Review and Audit

The Design-Build Team agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Design-Build Team for a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Design-Build Team goes out of existence, the Design-Build Team shall turn over to the Owner all of its records relating to the Contract to be retained by the Owner for the required period of time.

The Design-Build Team agrees to permit the Owner or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Owner desires concerning Design-Build Team's operation hereunder. The Design-Build Team further understands and agrees that the inspection and audit would be exercised upon written notice. If the Design-Build Team or its records and books are not located within Clark County, Nevada, the Design-Build Team agrees to deliver the records and books or have the records and books delivered to the Owner or its authorized representative at an address within the City of Las Vegas as designated by the Owner.

If the Owner or its authorized representative find that the records and books delivered by the Design-Build Team are incomplete, the Design-Build Team agrees to pay the Owner the costs to travel (including travel, lodging, meals, and other related expenses) to the Design-Build Team's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Design-Build Team further agrees to permit the Owner or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the Owner.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the Owner or its authorized representative finds the Owner's dollar liability to the Design-Build Team is less than the payments made by the Owner to the Design-Build Team, the Design-Build Team agrees to repay the difference immediately to the Owner or, at the Owner's option, credit the difference against future payments due the Design-Build Team.

Section 15.04 Independent Design-Build Team

The Design-Build Team represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Design-Build Team shall act as an independent Design-Build Team and not as an agent of the Owner in performing the Contract. The Design-Build Team shall maintain complete control over its employees and all of its subcontractor. Nothing contained in the Contract or any subcontract awarded by the Design-Build Team shall create any contractual relationship between any such subcontractor and the Owner. The Design-Build Team shall perform the Work in accordance with its own methods subject to compliance with the Contract.

Section 15.05 Severability

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

Section 15.06 Assignment of Contractual Rights

The Design-Build Team shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

Section 15.07 Ownership and Use of Documents

The Design-Build Team will be furnished, one electronic set of drawings and Contract Documents. If additional sets are needed, the Owner will provide them at actual duplication cost. The Drawings, Bridging Documents, and any copies furnished by the Owner are and shall remain the Owner's property unless a consultant is used in the preparation of the Contact Documents in which case ownership shall be according to the agreement between the Owner and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the Owner's or Consultant's common law or other reserved rights.

Section 15.08 Prohibited Interests

No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

Section 15.09 Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

Section 15.10 No Personal Liability

No official, officer, employee or agent of the Owner shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

Section 15.11 Contract Modification

The Contract represents the entire and integrated agreement between the Owner and the Design-Build Team and supersedes prior negotiations, representations or agreements, either written or oral, made by either party. The Contract may only be amended by a Modification.

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 M & H Enterprises, Inc. dba Martin- Harris Construction
Address 3030 S. Highland Drive Las Vegas, NV 89109
Telephone 702-385-5257
EIN or DUNS DUNS# 088389408

Block 2 **Description**
Solar Covered Parking, Phase II, Bid Lot D
RFP# 10.15341.12-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.	Frank Martin President	3030 S. Highland Drive Las Vegas, NV 89109	702-385-5257
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

Frank Martin
Name

1/21/2011
Date

Subscribed and sworn to before me this 21 day of January, 2011

Donna Nager
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DONNA NAGER
Appt. No. 06-107921-1
My Appt. Expires July 12, 2014

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 110152-TF, Construction Manager Agreement for Sewer Rehabilitation Group D/Downtown Sewer Interceptor bounded by Ann Road on the north, Bradley Road on the west, Decatur Boulevard on the east and Cheyenne Avenue on the south and for Downtown Sewer Interceptor bounded by Oakey Boulevard on the north, Westwood Drive on the west, Boulder Highway on the west and St. Louis Avenue on the south as well as the intersection of Rancho Drive and Coran Lane - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($499,410.56 - Sanitation Enterprise Fund) - Wards 1, 3, 5 and 6 (Tarkanian, Reese, Barlow and Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $499,410.56
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project entails construction management including oversight and management of pre-construction procedures, construction procedures and project close-out procedures.

PCC: T. Fernandez
POC: Jim Morris - (702) 938-6000

RECOMMENDATION:
That City Council approve award of Agreement No. 110152-TF, Construction Manager Agreement for Sewer Rehabilitation Group D/Downtown Sewer Interceptor to HDR Engineering, Inc. in the amount of $499,410.56. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110152-TF
2. Certificate - Disclosure of Ownership/Principals

CONSTRUCTION MANAGER AS AGENT AGREEMENT
FOR
SEWER REHABILITATION GROUP D/DOWNTOWN SEWER INTERCEPTOR

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **HDR ENGINEERING**, (the "Consultant"), a **Incorporated**, whose address is **7180 Pollock Drive, Suite 200, Las Vegas, Nevada 89119**, and fax number is **(702) 938-6000**.

WITNESSETH:

WHEREAS, the City intends to construct the **Sewer Rehabilitation** Group D/Downtown Sewer Interceptor (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or

of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

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

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

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments,

arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC Date
City Clerk

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 2/7/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Kris Agers, HDR Engineering

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

GENERAL

100.1 DESCRIPTION OF PROJECT:

Sewer Rehabilitation Group D - This work includes the CIPP rehabilitation of the following existing sanitary sewers and rehabilitation of sanitary sewer manholes:

- 2 spot repairs of 15-inch diameter polyvinyl chloride (PVC) sanitary sewer pipe and 32 sanitary sewer manholes in the Los Prados Community from Ann Road to Lone Mountain Road;
- Approximately 13,309 feet of 24-, 27-, 30-, and 36-inch diameter unlined reinforced concrete pipe (RCP) sanitary sewers and 40 sanitary sewer manholes from Lone Mountain Road to Cheyenne Avenue.

Downtown Interceptor Sewer Rehabilitation - The project includes the rehabilitation of approximately 10,915 linear feet of existing 45", 48", 51" and 54" unlined reinforced concrete pipe with the Cured in Place Pipe (CIPP) method via an upstream or downstream inversion and approximately 1510 feet of 54" pipe by the slip line method via an upstream or downstream insertion. The project also includes application of a coating system in 25 manholes and 1 new manhole, diversion structure rehabilitation including extending the roof to grade and adding a hatch and manhole frame and cover, slide gate replacement, traffic control, pavement rotomilling, pavement overlay, installation of buttons, stop bars, crosswalks, and lane lines, community relations, and any other incidental work not mentioned. The project also includes development of a temporary bypass pumping of sewage during construction, cleaning, inspection of pipelines. The Contractor shall be responsible for the design of pass pumping and piping system, temporary control and handling of sewage, maintaining public health and control of odor and noise. The project also includes development of a traffic control plan (TCP) for each phase of work. Pavement cuts and replacement at main road crossings, access pits, and safety and protection of the general public and the Contractor's forces shall also be included.

100.2 CONDITIONS

100.2.1 "Contract Documents" as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

100.2.2 Consultant Proposals. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments or references shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement, except that the scope shall not be less than the requirements in this Agreement, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Agreement, even if such attachments or references are signed by the parties to this Agreement.

100.2.3 Regulatory Authorities. The Consultant does hereby acknowledge, understand and agree that the City Engineer Division, acting as the City's representative for purposes of the Project, does not have control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Departments of the City of Las Vegas, plus Clark County and other agencies. The City' representative acts in a capacity similar to that of a representative working for a private property owner, which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer Division does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer Division. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

100.2.4 Certifications. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Agreement, the Consultant shall provide personnel with the proper credentials during the term of this Agreement. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Agreement, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

100.3 REFERENCE STANDARDS

100.3.1 All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

100.3.2 The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Agreement:

100.3.2.1 Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
100.3.2.2 Nevada Department of Transportation (NDOT) references (most current editions):
- **100.3.2.2.1** Road Design Division Manual, Parts 1 & 2.
- **100.3.2.2.2** Standard Specifications for Road and Bridget Construction (NDOT Silver book).
- **100.3.2.2.3** Standard Plans for Road and Bridge Construction.
- **100.3.2.2.4** Standard Construction Plan Symbols and Design Layout and Drafting Methods
- **100.3.2.2.5** Bridge Design and Procedures Manual
- **100.3.2.2.6** Nevada Work Zone Traffic Control Handbook
- **100.3.2.2.7** Design and Construction Standards for Wastewater Collection

100.3.2.3 Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
100.3.2.4 Traffic Control Devices Handbook
100.3.2.5 Roadside Design Guide
100.3.2.6 American Society for Testing and Materials (ASTM)
100.3.2.7 A Policy on Geometric Design and Highway and Streets (AASHTO)
100.3.2.8 Clark County Regional Flood Control District's Policies and Procedures.
100.3.2.9 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.3.2.10 Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
100.3.2.11 American Concrete Institute (ACI)
100.3.2.12 The Asphalt Institute
100.3.2.13 Portland Cement Association (PCA)
100.3.2.14 City of Las Vegas Building Codes
- **100.3.2.15** International Building Code (IBC)
- **100.3.2.16** International Energy Conservation Code (IECC)
- **100.3.2.17** National Electric Code (NEC)
- **100.3.2.18** Southern Nevada Pool Code
- **100.3.2.19** Uniform Administrative Code
- **100.3.2.20** Uniform Mechanical Code (UMC)
- **100.3.2.21** Uniform Plumbing Code (UPC)
- **100.3.2.22** Uniform Fire Code, NFPA 1
- **100.3.2.23** City amendments to the above codes
- **100.3.2.24** City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
- **100.3.2.25** City of Las Vegas Municipal Code Title 19 Zoning Code

100.3.2.26 Accessibility Laws, Codes, Standards, and Guidelines
- **100.3.2.26.1** Architectural Barriers Act
- **100.3.2.26.2** Rehabilitation Act
- **100.3.2.26.3** Americans with Disabilities Act (ADA)
- **100.3.2.26.4** Telecommunications Act (Section 255)
- **100.3.2.26.5** Rehabilitation Act Amendments
- **100.3.2.26.6** Access Board Guidelines
  - **100.3.2.26.6.1** ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
  - **100.3.2.26.6.2** Recreation Facilities Guidelines
  - **100.3.2.26.6.3** Outdoor Developed Area Guidelines
  - **100.3.2.26.6.4** Play Area Guidelines
  - **100.3.2.26.6.5** Building Elements Designed for Children's Use
  - **100.3.2.26.6.6** State and Local Government Facilities
  - **100.3.2.26.6.7** Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
  - **100.3.2.26.6.8** Electronic and Information Technology Accessibility Guidelines
- **100.3.2.26.7** ANSI 117.1
- **100.3.2.26.8** NRS 338.180.4 for building signage
- **100.3.2.26.9** NRS 484.408 and City Municipal Code for parking signage

100.3.2.27 Consumer Product Safety Commission Handbook for Public Playground Safety
100.3.2.28 Utility Company Design Standards

100.3.2.28.1 Las Vegas Valley Water District
100.3.2.28.2 NV Energy
100.3.2.28.3 CenturyLink
100.3.2.28.4 Cox Communications
100.3.2.28.5 Southwest Gas
100.3.2.28.6 Republic Service of Southern Nevada
100.3.2.29 Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
100.3.2.30 Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
100.3.2.31 Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways
100.3.2.32 Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint
100.3.2.33 Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

ARTICLE 101: THE CITY'S RESPONSIBILITIES

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

101.2 The City shall provide the Consultant with:

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

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

102.1 SCOPE OF SERVICES. The Consultant shall provide the following scope of services, as more fully described below:

102.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES
102.1.1.1 Pre-Construction Procedures
102.1.1.2 Construction Procedures
102.1.1.3 Close-Out Procedures

102.2 STAFFING REQUIREMENTS

102.2.1 The Consultant shall provide the following minimum personnel for the services to be performed under this Agreement. Reference the entire Agreement for additional staffing requirements.

102.2.2 Construction Manager. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.
102.2.2.1 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

102.2.3 Construction Coordinator. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:
102.2.3.1 A four year college degree in architecture, construction management or engineering discipline; or
102.2.3.2 Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or
102.2.3.3 An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

102.2.4 Construction Inspector. The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

102.2.5 Document Administrator. The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Agreement. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

102.2.6 Qualifications. The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

102.2.7 Subconsultants. Services may be performed by subconsultants of the Consultant if the subconsultant is listed in **Exhibit "F"** Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

102.3 EQUIPMENT REQUIREMENTS

102.3.1 Equipment. The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:
102.3.1.1 Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
102.3.1.2 A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.
102.3.1.3 Computer and communications systems required to manage the Project.
102.3.1.4 Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.
102.3.1.5 Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.
102.3.1.6 A library of reference standards applicable to the Project, see list above.

ARTICLE 103: CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

103.1 DOCUMENT CONTROL

103.1.1 Document Setup & Review. The Consultant shall:
103.1.1.1 Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.
103.1.1.2 Setup the Expedition software, files, and forms in compliance with the City filing standards, enter in Expedition all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.
103.1.1.3 Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.
103.1.1.4 Perform a review of the Project documents and forward any review comments to the City Representative.
103.1.1.4.1 Documents. Minimum documents to review include, as applicable to the Project:
- **103.1.1.4.1.1** Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.
- **103.1.1.4.1.2** Geotechnical report and site survey.
- **103.1.1.4.1.3** Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.
- **103.1.1.4.1.4** LEED points to achieve for new building construction.
- **103.1.1.4.1.5** Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.
- **103.1.1.4.1.6** Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.
- **103.1.1.4.1.7** Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.
- **103.1.1.4.1.8** Contractor's Traffic Control Plan.
- **103.1.1.4.1.9** Contractor's trench safety plans and competent person submittal for OSHA compliance.
- **103.1.1.4.1.10** National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).

103.1.1.4.1.11 General Discharge Permit for Oil/Water Separators and Best Management Plan.
103.1.1.4.1.12 Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.

103.1.1.4.2 Review. Minimum review of documents shall include:

103.1.1.4.2.1 A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.
103.1.1.4.2.2 A review of the contractual terms to determine the requirements for contract administration and enforcement.
103.1.1.4.2.3 A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.
103.1.1.4.2.4 A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.
103.1.1.4.2.5 A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, neighboring land interface, children's movement to and from the schools in the area, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.
103.1.1.4.2.6 A review of city furnished items for interface with the Contractor's work and schedule delivery.
103.1.1.4.2.7 A review of multiple owner construction contracts, if any, for coordination and interface.
103.1.1.4.2.8 Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.
103.1.1.4.2.9 A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

103.1.2 Substitutions. The Consultant shall:
103.1.2.1 Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into Expedition, reject or forward them to the City Representative and designer for review and approval.
103.1.2.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

103.1.3 Contractor Submittals. The Consultant shall:
103.1.3.1 Prepare a master list of all contractually required submittals in Expedition and distribute copies.
103.1.4 Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.
103.1.4.1 Generate a submittal log in Expedition showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.
103.1.4.2 All submittals that are received in accordance with the Contract Documents shall be logged into Expedition and forwarded to the designer for review and approval or rejection.
103.1.4.3 Re-Submittals shall be handled in the same manner as the original submittal.
103.1.4.4 Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

103.2 PROJECT CONTROL

103.2.1 Meetings. The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.
103.2.1.1 Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

103.2.2 Material Deliveries. The Consultant shall ensure that material deliveries match the approved submittals, and that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

103.3 TIME AND BUDGET

103.3.1.1 Preliminary Project Schedule. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's

baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

103.3.2 Contractor Payment Format. The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

103.3.3 Project Status Reports. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

ARTICLE 104: CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

104.1 DOCUMENT CONTROL

104.1.1 The Consultant shall create and maintain in Expedition the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.
104.1.2 The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.
104.1.3 Prepare and maintain all documents required to meet regulations.
104.1.4 Use acid free paper for Project documents that will become the permanent record for the Project.

104.1.5 Daily Reports. The Consultant shall:
104.1.5.1 Be responsible for producing, in Expedition and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.
104.1.5.2 Ensure that the Contractor develops its own daily report and will obtain such reports for the Consultant field office and City record daily.
104.1.5.3 Ensure that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including:

- **104.1.5.3.1** Working and non-working hours on the Project site,
- **104.1.5.3.2** The weather conditions and possible weather related delays,
- **104.1.5.3.3** Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,
- **104.1.5.3.4** Deliveries made and the quantity of each delivery,
- **104.1.5.3.5** Equipment on site by model, and year if possible and whether it was active or idle,
- **104.1.5.3.6** Inspections and tests conducted and the amount of inspector time spent on site,
- **104.1.5.3.7** Construction activities conducted and work completed including daily quantities,
- **104.1.5.3.8** Traffic controls in place,
- **104.1.5.3.9** Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
- **104.1.5.3.10** Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),
- **104.1.5.3.11** Any accidents on site and in the general vicinity; safety concerns and actions taken,
- **104.1.5.3.12** Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.

104.1.5.4 Review the Contractor's daily reports and if the Consultant determines that any are inaccurate, incomplete or contain potential claim information, the Consultant shall generate a response, in Expedition, detailing any concerns and requested changes and shall forward these documents to the City Representative for review and approval.

104.1.6 As-Builts. The Consultant shall:
104.1.6.1 Maintain a complete set of as-built drawings and specifications for the Project, independent of the Contractor's as-builts.
104.1.6.2 Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

104.1.7 Photographs. Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

104.1.8 Project Status Reporting. The Consultant shall:
104.1.9 Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
104.1.9.1 Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

104.2 PROJECT CONTROL

104.2.1 The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

104.2.2 Authority.

104.2.2.1 The Consultant has the authority to:

104.2.2.1.1 Issue Notices of Non-Compliance, after consultation with the City.

104.2.2.1.2 Reject delivered non-compliant materials.

104.2.2.1.3 Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.

104.2.2.1.4 Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.

104.2.2.2 The Consultant does not have the authority to:

104.2.2.2.1 Sign Construction Change Directives.

104.2.2.2.2 Sign Change Orders.

104.2.2.2.3 Sign the Certificate of Substantial Completion.

104.2.2.2.4 Revise the design or approve alternate materials.

104.2.2.2.5 Inspect any work other than that for which they are specifically certified.

104.2.2.2.6 Make public news releases or other information about the Project available to the public or news media.

104.2.2.2.7 Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.

104.2.3 Meetings. The Consultant shall:

104.2.3.1 Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.

104.2.3.2 Record all meeting minutes in Expedition and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.

104.2.3.3 Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.

104.2.4 Coordination. The Consultant shall:

104.2.4.1 Coordinate with agencies and City staff on all aspects of the Project.

104.2.4.2 Keep agencies informed of the City's public information program.

104.2.4.3 Work with the City public information officer in coordinating groundbreaking and grand opening events, and emergency situations.

104.2.4.4 Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.

104.2.4.5 Monitor any utility work required on the Project, maintain 24 hour phone numbers for utility company contacts, ensure that the proper notices to property owners have been delivered for shutdowns, and coordinate the work with the respective utility agencies and companies.

104.2.4.6 Coordinate the activities of any environmental monitoring required for the Project.

104.2.4.7 Work with the Contractor to resolve coordination issues.

104.2.5 Material Testing. The Consultant shall:

104.2.5.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.

104.2.5.2 Ensure that all testing required by the Contract Documents are conducted and the results are distributed.

104.2.5.3 Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.

104.2.6 Issues Management. The Consultant shall:

104.2.6.1 Track and analyze all Project issues, disputes, and claims. In Expedition link and attach all of the reference documents relating to each issue.

104.2.6.2 Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.

104.2.6.3 Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.

104.2.6.4 Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.

104.2.6.5 Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.

104.2.6.6 Monitor and respond to all traffic control issues.

104.2.7 Notices of Potential Claim. The Consultant shall:

104.2.7.1 Forward any and all Notices of Potential Claim to the City Representative for review and record.

104.2.7.2 Develop a summary of events and submit it with the Notices of Potential Claim.
104.2.7.3 Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.
104.2.7.4 Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.

104.2.8 Communication.
104.2.9 All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
104.2.10 All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.
104.2.11 The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
104.2.12 The Consultant shall note in its Daily Report any verbal or written instructions given or received.

104.3 INSPECTION

104.3.1 General. The Consultant shall:
104.3.1.1 Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.
104.3.1.2 Verify that all materials match the approved submittals, upon delivery and prior to installation.
104.3.1.3 Verify that the construction matches the dimensions in the Contract Documents.
104.3.1.4 Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.
104.3.1.5 Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

104.3.2 Roadway. The Consultant shall ensure that:
104.3.2.1 Utilities are marked.
104.3.2.2 A licensed surveyor provides construction staking showing cut and fill elevations to subgrade and limits of roadway.
104.3.2.3 The Contractor provides someone to perform grade checking as they excavate or place borrow.
104.3.2.4 After Contractor's grade checker verifies the finished grade elevation for subgrade, a licensed Nevada surveyor provides hubs verifying the subgrade elevation at 50 foot intervals. At a minimum, the hubs are to be placed at the back of curb and roadway crown locations.
104.3.2.5 The City material testing consultant provides field density testing of the subgrade material for conformance to the Contract Documents.
104.3.2.6 The licensed surveyor provide hubs at 50 foot intervals after the Contractor completes the placement of aggregate base course material and has the grade checker verify the finished grade elevation. At a minimum the hubs are to be installed at the back of curb and roadway crown locations.
104.3.2.7 The field density testing of the aggregate base placement acceptable for grade and surface tolerances has been satisfactorily met.
104.3.2.8 The Contractor has approved submittals for aggregate base courses and geotech tile material, if applicable, prime and tack coat, and AC plant mix prior to Contractor placing material.
104.3.2.9 The Contractor place tack coat and prime coat, if applicable, prior to placing bituminous plant mix surfacing.
104.3.2.10 The proper AC mix is used and collect AC tickets while Contractor places AC plant mix.
104.3.2.11 The AC plant mix placement surface is compliant for required texture and tolerance.

104.3.3 Traffic Control. The Consultant shall:
104.3.3.1 Maintain copies of approved barricade plans and perform a daily traffic zone review for compliance.

104.3.4 Concrete Structures. The Consultant shall ensure that:
104.3.4.1 The Contractor submittals including mix designs have been approved prior to installation.
104.3.4.2 The Pre-placement Inspections have been completed including:
104.3.4.2.1 Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.
104.3.4.2.2 Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.
104.3.4.2.3 Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.
104.3.4.2.4 Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.

104.3.4.2.5 Embedments including location, size, and condition.
104.3.4.2.6 Blockouts including location, size, and condition.
104.3.4.3 The Placement Inspections have been completed including:
104.3.4.3.1 Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.
104.3.4.3.2 Field Tests of Concrete including use of specified mix, field water additions, slump (ASTM C143), temperature (maximum and minimum as specified), air content (pressure or volumetric, ASTM C231, C173), unit weight (ASTM C138), yield (ASTM C138), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (ASTM C31).
104.3.4.3.3 Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.
104.3.4.3.4 Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.
104.3.4.3.5 The Post-Placement Inspections and Tests have been completed including:
104.3.4.3.6 Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).
104.3.4.3.7 Shoring Removal including location, time of removal, and sequence of removal.
104.3.4.3.8 Tests of Hardened Concrete including curing of specimens (ASTM C31), preparation of concrete cores (ASTM C42), capping (ASTM C617), tests for compressive strength (ASTM C42), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and non destructive tests.

104.3.5 Underground Utilities. The Consultant shall ensure that:
104.3.5.1 The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.
104.3.5.2 The Contractor is delivering and installing materials that match the approved submittals.
104.3.5.3 The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.
104.3.5.4 The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.
104.3.5.5 The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

104.3.6 On-Site Construction. In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:
104.3.6.1 Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.
104.3.6.2 Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.
104.3.6.3 At a minimum, verify and measure the following items, if specified:
104.3.6.3.1 Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.
104.3.6.3.2 Metal gauges of flashings, roofing, doors and frames.
104.3.6.3.3 Exterior metal surfaces are galvanized including hollow metal doors and frames.
104.3.6.3.4 Sheet metal backing is provided on sidewalls of exterior doorways.
104.3.6.3.5 Exterior door hardware is stainless steel.
104.3.6.3.6 Paint thicknesses and minimum number of coats.
104.3.6.3.7 Wood door tops and bottoms are painted.
104.3.6.3.8 Powder-coated painted surfaces are powder-coated.
104.3.6.3.9 Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.
104.3.6.3.10 Wheelchair space concrete slab area next to the end of benches is provided.
104.3.6.3.11 Five foot diameter clear space in every room for wheelchair turnaround.
104.3.6.3.12 Thresholds and storefront window sills are set in mastic.
104.3.6.3.13 That the roofing manufacturer's representative is present during installation and approves the installation.
104.3.6.3.14 Ceramic tile joints align with structural joints, with sealant and backer rod.
104.3.6.3.15 Six foot minimum clearance from top of totlot equipment to fabric shade.

104.3.6.3.16 Concrete slabs slope to drains. Slabs recessed for floor finishes.
104.3.6.3.17 THW cu wire is used for all exterior electrical.
104.3.6.3.18 Exterior light poles have oversized handholes per city standards.
104.3.6.3.19 Electrical clearances around installed gear meet code.
104.3.6.3.20 Electrical circuit, panel, and equipment labeling meets city standards.

104.3.7 Traffic Signals and Streetlights. The Consultant shall ensure that:
104.3.7.1 The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.
104.3.7.2 Recurrent problems are not occurring, including:
- **104.3.7.2.1** Foundations at the wrong elevation, location, orientation, or bolt size,
- **104.3.7.2.2** Pull box lids incorrectly marked, street lighting,
- **104.3.7.2.3** Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
- **104.3.7.2.4** Traffic signal heads loose or turned, and
- **104.3.7.2.5** Underground conduit size incorrect.

104.3.7.3 The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:
- **104.3.7.3.1** Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
- **104.3.7.3.2** Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

104.4 TIME AND BUDGET

104.4.1 Contractor Payments. The Consultant shall:
104.4.1.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.
104.4.1.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.
104.4.1.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.
104.4.1.4 Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.
104.4.1.5 Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

104.4.2 Prevailing Wage Records. The Consultant shall:
104.4.2.1 Review the Contractor's monthly prevailing wage records for completeness and accuracy.
104.4.2.2 Notify the City Representative of any reported or discovered prevailing wage violations.
104.4.2.3 Forward all reviewed prevailing wage records to the City for archiving.

104.4.3 Quantities. The Consultant shall:
104.4.3.1 Monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

104.4.4 Change Orders. The Consultant shall:
104.4.4.1 Create a Change Order Request (COR) log in Expedition; receive and log all Contractor submitted CORs.
104.4.4.2 Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
104.4.4.3 Assist in the negotiations of Change Order pricing.
104.4.4.4 Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
104.4.4.5 Prepare the application form and present change orders before the City Change Order Committee for approval.
104.4.4.6 Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.
104.4.4.7 In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
104.4.4.8 Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

104.4.5 Schedule Submittals. The Consultant shall:
104.4.5.1 Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
104.4.5.2 Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.
104.4.5.3 Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

104.4.6 Schedule Reporting. The Consultant shall:
104.4.6.1 Report all schedule changes to the City within ten working days.
104.4.6.2 Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
104.4.6.3 Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

104.4.7 As-built Schedule. The Consultant shall maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

ARTICLE 105: CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

105.1 DOCUMENT CONTROL

105.1.1 General. Provide a complete record of Project documentation to the City Representative for Project closeout.

105.1.2 Equipment Verification. The Consultant shall:
105.1.2.1 Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
105.1.2.2 Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
105.1.2.3 Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

105.1.3 As-Builts. The Consultant shall:
105.1.3.1 Review the Contractor's as-built drawings and specifications for accuracy and completeness, compare to the Consultant's as-built set, and consolidate the variations into a single set of documents.
105.1.3.2 Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
105.1.3.3 Delivery the coordinated set of as-builts to the City Representative.

105.1.4 Final Report and Delivery of Project Documentation. The Consultant shall:
105.1.4.1 Prepare a final Project summary report.
105.1.4.2 Complete the City's Contractor evaluation form.
105.1.4.3 Deliver all electronic and Expedition files on computer disk (DVD) and hard copy. See Exhibit "B".
105.1.4.4 Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.
105.1.4.5 Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
105.1.4.6 Maintain copies of Project files for three years.

105.2 PROJECT CONTROL AND INSPECTION

105.2.1 Punchlists and Substantial Completion. The Consultant shall:
105.2.1.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.
105.2.1.2 For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.
105.2.1.3 Develop in Expedition a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.
105.2.1.4 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in Expedition and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.
105.2.1.5 Observe and verify that all punchlist items are completed in accordance with the Contract Documents.
105.2.1.6 Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.
105.2.1.7 If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

105.3 TIME AND BUDGET

105.4 Claims. The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

105.5 Permits. The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

105.6 Final Quantities. The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

105.7 Withholding. The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

105.8 Liquidated Damages. The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:

105.8.1 On-Site Work:
- **105.8.1.1** Section 01700, Work Required Complete Prior to Substantial Completion
- **105.8.1.2** Section 01700, Punchlist Completion

105.8.2 Right-of-Way Work:
- **105.8.2.1** Section 108, Punchlist Completion
- **105.8.2.2** Section 624, Traffic Control Plan Deficiency - Maintenance
- **105.8.2.3** Section 624, Traffic Control Plan Deficiency - Safety
- **105.8.2.4** Section 623, LVACTS/FAST Cable Damages

105.8.2.5 Final Payment. The Consultant shall:

105.8.2.6 Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- **105.8.2.6.1** Certificate of Substantial Completion
- **105.8.2.6.2** Consent of Surety to Final Payment
- **105.8.2.6.3** Consent of Surety and Increase of Penalty
- **105.8.2.6.4** Affidavit of Payment of Debt and Claims

105.8.2.7 And for particular projects as applicable:
- **105.8.2.7.1** Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- **105.8.2.7.2** Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- **105.8.2.7.3** State Engineer Dam Safety Permission to Impound submittal package.

105.8.2.8 Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.

105.8.2.9 Obtain the Final Payment approval from the City Representative.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Agreement and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

200.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

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

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the Project specific insurance policies (including renewal policies) shall be provided to the City upon request.
The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 201: PRE-CONSTRUCTION

201.1 The Consultant shall provide the following:
201.1.1 Resumes for each staff person assigned to the Project for City approval.
201.1.2 Consultant's policy and procedure manual for construction management for City approval.
201.1.3 Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.
201.1.4 The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).
201.1.5 List of deferred submittals.

ARTICLE 202: CONSTRUCTION PHASE – MONTHLY INVOICES

202.1 **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:
202.1.1 A narrative report of the monthly activities and progress.
202.1.2 Consultant's daily photographs of construction activities.
202.1.3 Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

202.2 **Contractor's Payment Request.** Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

202.2.1 Prevailing wage records.

202.2.2 Contractor's photographs of construction activities.

202.2.3 Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

202.2.4 Consultant's monthly written analysis report of the Contractor's monthly update schedule.

ARTICLE 203: CLOSE-OUT PHASE – FINAL PAYMENT

203.1 **Consultant's Invoice.** Together with the Consultant's invoice for final payment, or upon termination of this Agreement for any reason, provide:

203.1.1 Report. A final Project summary report.

203.1.2 Daily Reports. The Consultant's Daily Reports, with original signature of the Consultant.

203.1.3 Photographs. The Consultant's daily photographs, labeled and dated.

203.1.4 As-Builts. The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.

203.1.5 Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, Expedition software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.

203.1.5.1 Provide electronic files in the original software format (MS Word, Excel, etc.).

203.1.5.2 Provide pdf or tif electronic files of all fully executed signature documents.

203.1.5.3 Provide electronic copies of all Paper Files referenced in the following paragraph.

203.1.6 Paper Files. All original documents relating to the Project produced during the term of this Agreement, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.

203.1.7 Evaluation Form. The completed City's Contractor evaluation form.

203.2 **Contractor's Final Payment Request.** Together with forwarding the Contractor's final payment request, provide copies of the following documents:

203.2.1 Certificate of Substantial Completion

203.2.2 Consent of Surety to Final Payment

203.2.3 Consent of Surety and Increase of Penalty

203.2.4 Affidavit of Payment of Debt and Claims

203.3 And for particular projects as applicable:

203.3.1 Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.

203.3.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.

203.3.3 State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Agreement.

300.1.1 The Scope of Service and compensation set forth in this Agreement are based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 301: LATE AND EARLY COMPLETION

301.1 The anticipated construction start date of the Project is March 2011 with an anticipated construction term of 210 calendar days for the Contractor to achieve Substantial Completion of the Project.

301.2 If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Agreement.

301.3 If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in **Exhibit "D"** (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in **Exhibit "D"** in accordance with the rates in **Exhibit "E"** (Additional Compensation).

301.4 The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

END OF EXHIBIT "C"

Sewer Rehab Group D / Downtown Sewer Interceptor
Exhibit "C" - Schedule of Performance Hours

Basic Construction Management Services - Sewer Rehab Group D																	
Document Administrator	Karen Smith	$ 75.50	0	0	20	20	20	20	20	20	20	20	0	0	160		
Construction Coordinator	Jim Morris	$ 185.00	0	0	15	15	15	15	15	15	15	15	0	0	120		
Construction Manager	Scott Christensen	$ 185.00	0	0	5	5	5	5	5	5	5	5	0	0	40		
Construction Inspector	Matt Duffy	$ 127.78	0	0	168	176	168	168	176	168	168	184	0	0	1376		
															0		
															0		
Subtotal			0	0	208	216	208	208	216	208	208	224	0	0	1696		
Basic Construction Management Services - Downtown Sewer Interceptor																	
Document Administrator	Karen Smith	$ 75.50	0	0	20	20	20	20	20	20	20	20	0	0	160		
Construction Coordinator	Jim Morris	$ 185.00	0	0	15	15	15	15	15	15	15	15	0	0	120		
Construction Manager	Scott Christensen	$ 185.00	0	0	5	5	5	5	5	5	5	5	0	0	40		
Construction Inspector	Matt Duffy	$ 127.78	0	0	168	176	168	168	176	168	168	184	0	0	1376		
Subtotal			0	0	208	216	208	208	216	208	208	224	0	0	1696		

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $499,410.56. This amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST

401.1 For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant Hourly Rates and Additional Services Rates established in **Exhibit "E"** (Additional Compensation) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement **Exhibit "A"** (Scope of Services) as directed by the City Representative. Payment shall be made pursuant to monthly invoices submitted in accordance with this Agreement.

CONSTRUCTION MANAGEMENT AS AGENT SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$499,410.56	

401.2 The following Basic Services Worksheet **Exhibit D-1** table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the Additional Services Rates established in **Exhibit "E"** over the course of the Project and, although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Agreement and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Agreement. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable, or otherwise negotiated prior to performance.

401.1 The City Representative shall have the authority to make work scope adjustments within the Basic Services Not-to-Exceed Cost without processing this Agreement for an amendment to be approved and signed by City Council or their designee if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not-to-Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.2 An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment to this Agreement.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

402.2 Additional Services are services that are not set forth in **Exhibit "A"** (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in **Exhibit "E"** (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in **Exhibit "E"** (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$50,000.00	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

END OF EXHIBIT "D"

Exhibit "D" - Fee Breakdown

Basic Construction Management Services - Sewer Rehab Group D																		
Document Administrator	Karen Smith	$ 75.50	$ -	$ -	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ -	$ -		$ 12,080.00	$ 12,080.00
Construction Coordinator	Jim Morris	$ 185.00	$ -	$ -	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ -	$ -		$ 22,200.00	$ 22,200.00
Construction Manager	Scott Christensen	$ 185.00	$ -	$ -	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ -	$ -		$ 7,400.00	$ 7,400.00
Construction Inspector	Matt Duffy	$ 127.78	$ -	$ -	$ 21,467.04	$ 22,489.28	$ 21,467.04	$ 21,467.04	$ 22,489.28	$ 21,467.04	$ 21,467.04	$ 23,511.52	$ -	$ -		$ 175,825.28	$ 175,825.28
Inspector			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
																$ -	$ -
Subtotal			$ -	$ -	$ 26,677.04	$ 27,699.28	$ 26,677.04	$ 26,677.04	$ 27,699.28	$ 26,677.04	$ 26,677.04	$ 28,721.52	$ -	$ -		$ 217,505.28	$ 217,505.28
Basic Construction Management Services - Downtown Sewer Interceptor																	
Document Administrator	Karen Smith	$ 75.50	$ -	$ -	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ 1,510.00	$ -	$ -		$ 12,080.00	$ 12,080.00
Construction Coordinator	Jim Morris	$ 185.00	$ -	$ -	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ 2,775.00	$ -	$ -		$ 22,200.00	$ 22,200.00
Construction Manager	Scott Christensen	$ 185.00	$ -	$ -	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ 925.00	$ -	$ -		$ 7,400.00	$ 7,400.00
Construction Inspector	Matt Duffy	$ 127.78	$ -	$ -	$ 21,467.04	$ 22,489.28	$ 21,467.04	$ 21,467.04	$ 22,489.28	$ 21,467.04	$ 21,467.04	$ 23,511.52	$ -	$ -		$ 175,825.28	$ 175,825.28
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
																$ -	$ -
Subtotal			$ -	$ -	$ 26,677.04	$ 27,699.28	$ 26,677.04	$ 26,677.04	$ 27,699.28	$ 26,677.04	$ 26,677.04	$ 28,721.52	$ -	$ -		$ 217,505.28	$ 217,505.28
Subtotal Basic Construction Management Services																$ 435,010.56	$ 435,010.56
Reimbursable Expenses																	
Subtotal			$ -	$ -	$ 1,800.00	$ 1,800.00	$ 1,800.00	$ 1,800.00	$ 1,800.00	$ 1,800.00	$ 1,800.00	$ 1,800.00	$ -	$ -		$ 14,400.00	$ 14,400.00
Additonal Services			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
additonal services			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 50,000.00	$ 50,000.00
Totals			$ -	$ -	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ -	$ -		$ 499,410.56	$ 499,410.56

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION (see Exhibit "F" Key Personnel for personnel names)	**RATE**	**UNIT**
Responsible In-Charge Person	N/A	Per Hour
Construction Manager	$185.00	Per Hour
Construction Coordinator	$185.00	Per Hour
Construction Inspector	$127.78	Per Hour
Document Administrator	$75.50	Per Hour
Material Testing Technician	N/A	Per Hour
Survey Crew (2 person)	N/A	Per Hour
Tortoise/Owl Monitoring	N/A	Per Hour
Paleontological Monitoring	N/A	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following services and facilities has been negotiated as of the date of this Agreement.

SERVICES and FACILITIES	**FIXED FEE**
N/A	

501.2 The cost of the following testing and laboratory services has been negotiated as of the date of this Agreement.

TESTING and LABORATORY SERVICES	**FIXED FEE Per TEST**

M/D Relationship	$0
Sieve Analysis	$0
Plastic Limits	$0
Percentage Wear	$0
R-Value	$0
Fractured Faces	$0
Sand Equivalent	$0
Extraction Gradation	$0
Moisture Content	$0
Theoretical Max SpG	$0
Bulk SpG-Compacted Mix (2)	$0
Marshall-Stability and Flow (2)	$0
Retained Tensile Strength (3)	$0
Bulk SpG-Cores (2)	$0
Concrete Compressive Strength (4)	$0
Concrete Compressive Strength (6)	$0
Rip-Rap SpG	$0
Rip-Rap Percentage Wear	$0

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Corey Schmidt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 Construction Manager: Curtis Horton, P.E.

601.1.2 CONSTRUCTION COORDINATOR: Jim Morris
601.1.3 CONSTRUCTION INSPECTOR: Roy Mayer
601.1.4 DOCUMENT ADMINISTRATOR: Karen Smith
601.1.5 OTHER PERSONNEL:

601.1.6 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff)
List name of individual Architect, individual Engineer, or Contractor company name as licensed: Curtis Horton, P.E.
List Architect, Engineer, or Contractor license number:

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval. All work will be performed by the Consultant's employees or the following subconsultants:

602.1.1 MATERIAL TESTING: N/A

602.1.2 ENVIRONMENTAL MONITORING: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 COST ESTIMATOR: N/A

602.1.9 GEOTECHNICAL ENGINEER: N/A

602.1.10 LAND SURVEYOR: N/A

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE
DISCLOSURE NOT REQUIRED - FEE IS $25,000 OR LESS

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 Administrators of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

Name	HDR Engineering, Inc
Address	7180 Pollock Drive, Ste 200 Las Vegas, NV. 89119
Telephone	702-938-6000
EIN or DUNS	

Block 2 Description

Subject Matter of Contract/Agreement:

CM Services for:
Sewer Rehab Group D
Downtown Sewer Interceptor

RFP #

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attached List		
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: HDR Engineering, Inc Officers

Date of Attached Document: 1/10/11 Number of Pages: 14

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

1/19/11

Date

Subscribed and sworn to before me this 19 day of January, 2011.

Janice D. Schneider

Notary Public

Notary Public - State of Nevada
County of Clark
JANICE D. SCHNEIDER
My Appointment Expires
July 26, 2014
No: 06-107539-1

HDR Engineering, Inc. Officers

Display Name	Officer Title
Bell, Richard R	Chief Executive Officer
Little, George A	President, Chief Operating Officer
Benjes, Henry Herman	Executive Vice President
Bleeker, Gary L	Executive Vice President
Connolly, Timothy J	Executive Vice President
Cox, Terence C	Executive Vice President
Dowd, William M	Executive Vice President
Haney, James K	Executive Vice President
Keen, Eric L	Executive Vice President
Larson, Elwin M	Executive Vice President
Raleigh, William H	Executive Vice President
Vensas, Richard J	Executive Vice President
Wadsworth, William H	Executive Vice President
Aducci, Kenneth E	Senior Vice President
Anderson, David J	Senior Vice President
Andrews, James B	Senior Vice President
Barnhart, William E	Senior Vice President
Batenhorst, Ralph A	Senior Vice President
Beard, Stephen R	Senior Vice President
Beduhn, Robert J	Senior Vice President
Bekka, Khalid	Senior Vice President
Bennett, William E	Senior Vice President
Bissonnette, Michelle F	Senior Vice President
Blaylock, William M	Senior Vice President
Boling, Robert M	Senior Vice President
Bowdoin, Paul A	Senior Vice President
Bowen, Lucille H	Senior Vice President
Brinker, William W	Senior Vice President
Brooks, Richard L	Senior Vice President
Brown, James R	Senior Vice President
Bruce, Dennis W	Senior Vice President
Calvo, Ricardo N	Senior Vice President
Campbell, Jay A	Senior Vice President
Cathcart, James A	Senior Vice President
Chang, Yu-Jung	Senior Vice President
Choffel, Kenneth L	Senior Vice President
Christopher, Stanley A	Senior Vice President
Clair, Robert F	Senior Vice President
Clark, David L	Senior Vice President
Claunch, Christopher E	Senior Vice President
Cleary, Joseph G	Senior Vice President
Close, Craig A	Senior Vice President
Connell, James R	Senior Vice President
Connelly, David L	Senior Vice President
Cooke, Paul E	Senior Vice President
Copeland, C Edwin	Senior Vice President
Costello, Daniel D	Senior Vice President
Crockett, Timothy R	Senior Vice President

Curren, Jeff L	Senior Vice President
Curtis, Donald R	Senior Vice President
Dalton, Mark R	Senior Vice President
Damon, William H	Senior Vice President
Delange, Kevin	Senior Vice President
Devine, John J	Senior Vice President
Dingwell, Michael D	Senior Vice President
Donnelly, Thomas A	Senior Vice President
Dostal, Glenn H	Senior Vice President
Downing, Mike L	Senior Vice President
Earle, Marcia H	Senior Vice President
Ellis, Robert H	Senior Vice President
Ellmers, Glen E	Senior Vice President
Ettlich, William F	Senior Vice President
Fanselau, Jason R	Senior Vice President
Felker, Brent R	Senior Vice President
Frederiksen, Lee E	Senior Vice President
Frye, Debra L	Senior Vice President
Gilbert, Ralph W	Senior Vice President
Gilbert, Susan K	Senior Vice President
Goehri, Roger S	Senior Vice President
Graff, Neil A	Senior Vice President
Grubb, Herbert W	Senior Vice President
Hagood, William B	Senior Vice President
Hales, Charles A	Senior Vice President
Hammond, David G	Senior Vice President
Han, Jeffrey	Senior Vice President
Harkins, Daniel A	Senior Vice President
Hartmann, Kenneth A	Senior Vice President
Harvey, Matthew J	Senior Vice President
Hill, Steven R	Senior Vice President
Hippe, Duane A	Senior Vice President
Jackson, Marilyn D	Senior Vice President
Jardine, Craig W	Senior Vice President
Johnson, W Roger	Senior Vice President
Joyce, Martin J	Senior Vice President
Kaatz, Kelly J	Senior Vice President
Keyes, Steven A	Senior Vice President
Khoury, Eli R	Senior Vice President
Kim, Thomas T	Senior Vice President
King, Robert D	Senior Vice President
Kirmeyer, Gregory J	Senior Vice President
Kramer, David C	Senior Vice President
Kyle, Lawrence A	Senior Vice President
LeCureux, David F	Senior Vice President
Lee, James W	Senior Vice President
Lenning, Craig R	Senior Vice President
Leo, William M	Senior Vice President
Lewis, David L	Senior Vice President
Lewis, Harold E	Senior Vice President
Low, Larry D	Senior Vice President
Lucey, John T	Senior Vice President

Luttrell, Edwin C	Senior Vice President
Lynch, James M	Senior Vice President
M'Coy, William S	Senior Vice President
Massengill, Jeff B	Senior Vice President
Mazgaj, Jan P	Senior Vice President
McGroddy, Peter M	Senior Vice President
McLaughlin, Thomas C	Senior Vice President
McWaters, Kent L	Senior Vice President
Miller, Richard R	Senior Vice President
Moody, Roger W	Senior Vice President
Moore, James A	Senior Vice President
Morton, John H	Senior Vice President
Mosteller, Lewis K	Senior Vice President
Mueller, Werner G	Senior Vice President
Muellerleile, Dale T	Senior Vice President
Murdoch, Joseph D	Senior Vice President
Neethling, Johannes B	Senior Vice President
Neil, Jason E	Senior Vice President
O'Reilly, Charles L	Senior Vice President
Olson, Craig R	Senior Vice President
Olson, R Daniel	Senior Vice President
Pannell, Richard R	Senior Vice President
Peters, David A	Senior Vice President
Placilla, Melford J	Senior Vice President
Plattsmier, John R	Senior Vice President
Plummer, Charles C	Senior Vice President
Power, Edward H	Senior Vice President
Puzio, Joseph F	Senior Vice President
Raposa, Dorothy G	Senior Vice President
Reardon, David J	Senior Vice President
Reese, Edward E	Senior Vice President
Reilly, Peter E	Senior Vice President
Rella, Robert J	Senior Vice President
Roden, Laurie L	Senior Vice President
Sanders, Thomas M	Senior Vice President
Schieble, Carl	Senior Vice President
Scroggin, Charles R	Senior Vice President
Shaner, Kristine K	Senior Vice President
Sharp, William H	Senior Vice President
Sherman, Donald Gary	Senior Vice President
Shiner, James A	Senior Vice President
Shoemaker, Darryl J	Senior Vice President
Shulman, Judith A	Senior Vice President
Sinclair, Charles T	Senior Vice President
Skelly, Michael J	Senior Vice President
Smith, Kenneth A	Senior Vice President
Stull, Kirk A	Senior Vice President
Tanner, Kendal R	Senior Vice President
Tarantino, John B	Senior Vice President
Tarbell, John C	Senior Vice President
Taylor, David M	Senior Vice President
Tondl, Matthew B	Senior Vice President

Tugman, Michael F	Senior Vice President
Tulino, Pasquale A	Senior Vice President
Turton, Robert D	Senior Vice President
Wees, Mary K	Senior Vice President
Willey, Bruce R	Senior Vice President
Williams, John F	Senior Vice President
Williams, Robert B	Senior Vice President
Wollschlager, Mark L	Senior Vice President
Wright, Kenneth J	Senior Vice President
Yadlosky, John M	Senior Vice President
Zapalac, Russell L	Senior Vice President
Abad-Fitts, Carmen B	Vice President
Abbe, Ruth C	Vice President
Abe, Roy K	Vice President
Abi-Samra, Bassam C	Vice President
Agers, Kristine M	Vice President
Ahlert, William K	Vice President
Allen, Christopher O	Vice President
Alsina, Paul M	Vice President
Anderson, Robert L	Vice President
Anid, Paul J	Vice President
Arce, Alfredo F	Vice President
Awezec, John S	Vice President
Bagwell, James A	Vice President
Balter, Eugene N	Vice President
Bandyopadhyay, Subrata	Vice President
Barker, Norman J	Vice President
Barnes, Samuel R	Vice President
Barnett, Elena R	Vice President
Barton, Michael J	Vice President
Bassyouni, Adel A	Vice President
Bathurst, Lucas A	Vice President
Beaubien, Vicki J	Vice President
Becker, Robert R	Vice President
Bennett, Timothy R	Vice President
Berggren, Eric G	Vice President
Bergman, Steven R	Vice President
Biglen, Douglas K	Vice President
Billman, Daniel W	Vice President
Bird, Brian D	Vice President
Bishop, Edward C	Vice President
Bisson, Douglas J	Vice President
Black, Bryan	Vice President
Bland, Claude T	Vice President
Blank, Jeffrey C	Vice President
Bloom, Donna R	Vice President
Booty, James W	Vice President
Borenstein, Mark D	Vice President
Bott, Paul R	Vice President
Brackett, Charles J	Vice President
Brakenhoff, Peter J	Vice President
Bratovich, Paul M	Vice President

Briggs III, Kenneth F	Vice President
Brigham, James W	Vice President
Brittain, Robert D	Vice President
Brown, Jerome W	Vice President
Bunner, Matthew A	Vice President
Buras, David W	Vice President
Burgel, William D	Vice President
Buttenob, John M	Vice President
Cain, Brent A	Vice President
Caldwell, Thomas H	Vice President
Canjura, Nelson E	Vice President
Carothers, Garson C	Vice President
Carroll, Steven M	Vice President
Castro, Donald J	Vice President
Chapman, John M	Vice President
Chidananda, Bangalore N	Vice President
Chiglo, Jay L	Vice President
Cholewa, Edward S	Vice President
Christensen, James J	Vice President
Cobb, Samuel D	Vice President
Cochran, Lincoln D	Vice President
Cohen, Alan S	Vice President
Coleman, James M	Vice President
Coles, Richard R	Vice President
Collins, Kevin R	Vice President
Colwell, Arthur B	Vice President
Condran, Michael J	Vice President
Cone, Robert E	Vice President
Conover, David R	Vice President
Conzett, Michael J	Vice President
Cowdrey, William R	Vice President
Craig, John L	Vice President
Crall, Michael P	Vice President
Cronister, Hubert L	Vice President
Cross, Miles L	Vice President
Crull, Carl E	Vice President
Culligan, David W	Vice President
Dadamo, Peter C	Vice President
Dammarell, Amy S	Vice President
Davis, Peter J	Vice President
Dechant, David M	Vice President
Dehoney, Betty J	Vice President
Delaforest, Edward J	Vice President
Dempsey, John M	Vice President
Dodson, Michael G	Vice President
Doherty, Karen M	Vice President
Domalik, Daniel E	Vice President
Donahue, Edward E	Vice President
Dougherty, Timothy K	Vice President
Douglas, Jeffrey S	Vice President
Drahota, Steven M	Vice President
Duarte, Richard M	Vice President

Dunn, David D	Vice President
Duran, Victor J	Vice President
Duschang, John H	Vice President
Edelen, Benedict R	Vice President
Edgington, Ruedy P	Vice President
Edwards, Allison M	Vice President
Eldridge, Katherine W	Vice President
Emmerich, Kurt W	Vice President
Engel, John J	Vice President
Engelbert, Patrick J	Vice President
Englert, Thomas L	Vice President
Evans II, John R	Vice President
Everson, Tony W	Vice President
Fassett, Gordon W	Vice President
Ferguson, Keith A	Vice President
Ferguson, Matthew W	Vice President
Ferjancic, Kenneth P	Vice President
Ferrell, Stephen J	Vice President
Fonnesbeck, Kenneth C	Vice President
Forest, Mark E	Vice President
Foster, John S	Vice President
Foyt, Garey W	Vice President
Frevert, Larry W	Vice President
Fryklind, Karl J	Vice President
Fukuda, Lester H	Vice President
Fuller, Robert Gary	Vice President
Galeziewski, Thomas M	Vice President
Gallagher, Timothy J	Vice President
Gapinski, Duane P	Vice President
Garcia, Guillermo E	Vice President
Gee, Darlene K	Vice President
Gesell, Gregory H	Vice President
Gibson, James B	Vice President
Gilleran, Amy A	Vice President
Glaser, James R	Vice President
Glover, Jeffrey B	Vice President
Gonzales, Pamela A	Vice President
Gonzalez, Oscar J	Vice President
Gould, Thomas E	Vice President
Graber, Daniel J	Vice President
Grabowski, Donald L	Vice President
Grady, David R	Vice President
Graham, Karen A	Vice President
Greenberg, Michael G	Vice President
Grennan, Dennis E	Vice President
Grenoble, Bruce A	Vice President
Gross, William	Vice President
Gruwell, Nancy A	Vice President
Guletsky, Peter W	Vice President
Gunderson, Adrian A	Vice President
Haack, Carlton L	Vice President
Habben, Craig E	Vice President

Hadler, Edith M	Vice President
Hammer, Mark J	Vice President
Harmon, Daniel J	Vice President
Harvey, Michael A	Vice President
Hauske, Gerald J	Vice President
Haussmann, John G	Vice President
Hearn, Douglas C	Vice President
Heckler, Philip C	Vice President
Hellmann, Julie A	Vice President
Hemphill, Mark W	Vice President
Henderson, Jonathan R	Vice President
Hennessy, Melissa J	Vice President
Herald, Edward J	Vice President
Hereim, Scott A	Vice President
Herrington, Lewis R	Vice President
Herson, Laurie W	Vice President
Hesterman, John F	Vice President
Hiatt, Steven L	Vice President
Hino, Francis T	Vice President
Hise, Wallace	Vice President
Hoff, Steven H	Vice President
Holcomb, Donald R	Vice President
Holland, Jeremy L	Vice President
Hookham, Charles J	Vice President
Horton, Richard T	Vice President
Howells, James D	Vice President
Howie, Bruce J	Vice President
Huckabee, Adrian J	Vice President
Hudak, Todd M	Vice President
Hunt, Roger T	Vice President
Hyre, John B	Vice President
Islam, Rashed T	Vice President
Izzo, Joseph A	Vice President
Izzo, Vincent J	Vice President
Jensen, Brent W	Vice President
Johnson, Bradford L	Vice President
Johnson, David C	Vice President
Johnson, Erik B	Vice President
Johnson, Lawrence P	Vice President
Johnson, Michael T	Vice President
Johnson, Michael W	Vice President
Johnson, Thomas L	Vice President
Jones, Douglas B	Vice President
Junod, Edward C	Vice President
Kalis, Michael P	Vice President
Kasper, David W	Vice President
Keane, Kevin D	Vice President
Keil, David P	Vice President
Keller, Kevin K	Vice President
Kellner, Robert E	Vice President
Kelso, Trent L	Vice President
Kempf, Gregory A	Vice President

Kennedy, Kevin A	Vice President
Khalil, Hussein H	Vice President
Khan, Anwar A	Vice President
Kilambi, Madhusudhan R	Vice President
Kinnear, David J	Vice President
Kinoshita, Ronald H	Vice President
Klovsky, Robert	Vice President
Koch, John E	Vice President
Kottwitz, Daryl A	Vice President
Kravitz, Barry S	Vice President
Krug, Louis E	Vice President
Kumarasena, Thusitha	Vice President
La Tuso, Christopher	Vice President
Lam, John	Vice President
Larson, Jay R	Vice President
Larson, John R	Vice President
Laszlo, Susanna M	Vice President
Lauzier, Andre E	Vice President
Lazzara, John C	Vice President
Leahey, Robert E	Vice President
Lebron, Carlo F	Vice President
Leonard, Kevin J	Vice President
Leonard, Michelle P	Vice President
Leshko, Brian J	Vice President
Less, Samuel P	Vice President
Lewis, Joe C	Vice President
Liebsch, Edward J	Vice President
Lim, Kuang Y	Vice President
Lindsay, Wayne P	Vice President
Link, George W	Vice President
Llewellyn, Ricky L	Vice President
LoBuono, Joseph	Vice President
Long, Stephen N	Vice President
Loo, Michael V	Vice President
Lopez-Paniagua, Juan C	Vice President
Lowrey, Kenneth J	Vice President
Luedtke, Chad A	Vice President
Mack, Johnnie A	Vice President
Mahan, Hassan A	Vice President
Manthe, Don P	Vice President
Mariani, Joyce M	Vice President
Martin, Robert B	Vice President
Martinez, Gregory J	Vice President
Mason, Phillip J	Vice President
Mason, Ronald C	Vice President
Maxwell, John M	Vice President
Mc Carty, Kevin P	Vice President
McBee, Henrietta G	Vice President
McCammon, Donald L	Vice President
McColloch, Craig S	Vice President
McCollum, Richard W	Vice President
McConnell, James	Vice President

McGlashan, Michael J	Vice President
McGowan, Michael J	Vice President
McInnis, Amanda B	Vice President
McInturff, John M	Vice President
McLaren, Mark	Vice President
McPherson, John L	Vice President
Mead, Eric A	Vice President
Meier, David A	Vice President
Meilleur, Aaron M	Vice President
Meyer, Barry J	Vice President
Meyer, Kelly R	Vice President
Meysenburg, Galen J	Vice President
Miguez, Ramon F	Vice President
Miller, Daniel C	Vice President
Mitas, Daniel W	Vice President
Mohanty, Prabhat K	Vice President
Moore, Kerry A	Vice President
Morgan, Teri J	Vice President
Morreale, Thomas A	Vice President
Morris, Louis P	Vice President
Morrison, James P	Vice President
Murphy, Michael E	Vice President
Murphy, Michael M	Vice President
Murray, Michael R	Vice President
Nagel, Roger W	Vice President
Nidam, Susan R	Vice President
Niedergeses, Richard M	Vice President
Ofenstein, C Michael	Vice President
Ohlsen, Ronald G	Vice President
Olsen, Jeffrey S	Vice President
Olson, Craig A	Vice President
Osburn, Randall C	Vice President
Owings, Don B	Vice President
Park, Danny C	Vice President
Pecha, Dan L	Vice President
Pechnick, Patrick J	Vice President
Pembroke, James P	Vice President
Peterson, James C	Vice President
Petrasek, Albert C	Vice President
Pietz, Kenny J	Vice President
Planck, Samuel M	Vice President
Porto, Neil A	Vice President
Posthumus, David J	Vice President
Poteet, Bruce N	Vice President
Preston, Robert L	Vice President
Price, Kristina M	Vice President
Principe, Michael A	Vice President
Prior, Marlus K	Vice President
Prossick, James F	Vice President
Quinn, Michael P	Vice President
Quinn, Thomas A	Vice President
Raibley, Timothy J	Vice President

Rakestraw, Danny L	Vice President
Readling, Joseph C	Vice President
Reece, Lisa M	Vice President
Reed, Scott M	Vice President
Rees, Gareth T	Vice President
Reiber, Steve H	Vice President
Reichelt, Kurt W	Vice President
Riede, Robert C	Vice President
Roberts, Mark G	Vice President
Rodgers, Kirk C	Vice President
Rolle, Barry O	Vice President
Romaine, Lawrence S	Vice President
Roohk, David L	Vice President
Ross, Heidi R W	Vice President
Rossbach, Philip E	Vice President
Roth, Alan D	Vice President
Rudloff, John D	Vice President
Rustand, Scott A	Vice President
Schaffer, Thomas R	Vice President
Schroeder, James K	Vice President
Schroeder, Suzanna B	Vice President
Schulze, Dennis W	Vice President
Seifipour, Bahram	Vice President
Seits, Mark H	Vice President
Selinger, Matthew J	Vice President
Sheahan, James M	Vice President
Shelton, Steven L	Vice President
Sherk, John E	Vice President
Short, Wayne G	Vice President
Shostak, Michael J	Vice President
Siedschlag, Michael D	Vice President
Sigler, William B	Vice President
Sikora, Mark J	Vice President
Skinner, Christine E	Vice President
Skinner, David R	Vice President
Smith, Kenneth L	Vice President
Smith, Warren N	Vice President
Snyder, Kevin P	Vice President
Soronson, Marc K	Vice President
Sova, Ronald J	Vice President
Spain, Stephen D	Vice President
Srb-Vampola, Kandi K	Vice President
Standig, Kenneth F	Vice President
Staton, Derek C	Vice President
Steinert, John P	Vice President
Stevens, Jerry L	Vice President
Stimac, Michael V	Vice President
Stone, Bradford M	Vice President
Stonehouse, Gregory J	Vice President
Stratton, Richard G	Vice President
Suero, Guillermo Jose	Vice President
Swindell, Brian A	Vice President

Swoboda, Gregory T	Vice President
Talbot, Peter C	Vice President
Tanner, Jon M	Vice President
Teaford, Chester A	Vice President
Terry, Lolene J	Vice President
Thomas, James A	Vice President
Thompson, Kathryn W	Vice President
Tillett, George E	Vice President
Tinto, Tamara S	Vice President
Tippey, Brent A	Vice President
Tone, Donald R	Vice President
Traeger, David J	Vice President
Tremel, Paul M	Vice President
Tuck, Lisa M	Vice President
van der Veen, Theunis A	Vice President
Vass, Dempsey M	Vice President
Vaugh, Samuel K	Vice President
Veenstra, Scott C	Vice President
Veltri, Lorraine K	Vice President
Vijayakumar, Perincherry	Vice President
Vilain, Pierre B	Vice President
Villager, John A	Vice President
Vozzolo, David J	Vice President
Waldow, George M	Vice President
Walker, Harry B	Vice President
Werman, Roni	Vice President
Wessels, Eric A	Vice President
Weston, David C	Vice President
Wheatly, Lisa M	Vice President
White, Stephanie L	Vice President
Wilken, Gary A	Vice President
Williams, Bradley C	Vice President
Williams, George Eric	Vice President
Williams, Stanley T	Vice President
Wilson, Stephen C	Vice President
Wimberly, John E	Vice President
Wingert, Raymond A	Vice President
Witt, Paul T	Vice President
Wittberger, Alicia K	Vice President
Wojslaw, Joseph A	Vice President
Wolfe, Brett D	Vice President
Woolwine, George M	Vice President
Worsham, Carol Corse	Vice President
Wos, Thomas G	Vice President
Zimmerman, William F	Vice President
Allwright, Michael C	Associate Vice President
Aurit, Scott A	Associate Vice President
Bachman, Patrick M	Associate Vice President
Bakke, Brian M	Associate Vice President
Bennett, George A	Associate Vice President
Berman, Robert S	Associate Vice President
Bertram, Michael H	Associate Vice President

Blount, Steven R	Associate Vice President
Bott, James W	Associate Vice President
Cantwell, Joel R	Associate Vice President
Carnahan, James D	Associate Vice President
Cline, Shane K	Associate Vice President
Cochran, Matthew D	Associate Vice President
Cooper, Tresa D	Associate Vice President
Davis, Scott W	Associate Vice President
Dewey, Kirk P	Associate Vice President
Dickerson, Nathan P	Associate Vice President
Dodson III, Robert L	Associate Vice President
Duty, Katie E S	Associate Vice President
Ferrier, Paul A	Associate Vice President
Fletcher, Scott T	Associate Vice President
Freund, Karen	Associate Vice President
Friedman, Steven A	Associate Vice President
Gallien, Dennis R	Associate Vice President
Ghesquiere, Thomas R	Associate Vice President
Graham, Andrew G	Associate Vice President
Hebor, Michael F	Associate Vice President
Hill, Jason L	Associate Vice President
Holbrook, Jon H	Associate Vice President
Hunt, Jennifer E	Associate Vice President
Hunter, Craig J	Associate Vice President
Johnson, Blake W	Associate Vice President
Kennison, Janet A	Associate Vice President
Khuwaja, Mansoor A	Associate Vice President
Kirkpatrick, Douglas A	Associate Vice President
Klemunes, John A	Associate Vice President
Koffer, Viola J	Associate Vice President
Kohl, Anna J	Associate Vice President
Koorn, Shawn W	Associate Vice President
Krivanec, Christopher E	Associate Vice President
Labenz-Hough, Jeffery A	Associate Vice President
Larocque, Stephane	Associate Vice President
Locklear, John D	Associate Vice President
Lorek, Steven P	Associate Vice President
McGarvey, Jeffrey J	Associate Vice President
McKernan, Mary C	Associate Vice President
Meehan, Paul A	Associate Vice President
Mieher, John C	Associate Vice President
Miller, Mark W	Associate Vice President
Moore, David B	Associate Vice President
Nagy, Eric E	Associate Vice President
Nagy, Harry E	Associate Vice President
Pearce, Samuel W	Associate Vice President
Pennington, Lee R	Associate Vice President
Perkins, Ronald R	Associate Vice President
Piner, Angela G L	Associate Vice President
Pucci, Michael W	Associate Vice President
Raila, Susan	Associate Vice President
Register II, Marlin A	Associate Vice President

Richards, Neil R	Associate Vice President
Richardson, Lisa M	Associate Vice President
Roalson, Shay M.R.	Associate Vice President
Rodriguez, Alberto	Associate Vice President
Sabeti-Carretta, Kian	Associate Vice President
Sagar, Navinchandra S	Associate Vice President
Semenick, Richard C	Associate Vice President
Shepherd, Kevin M	Associate Vice President
Sherwood, Michelle E	Associate Vice President
Shields, Joseph R	Associate Vice President
Shingleton, Bethany R	Associate Vice President
Shockley, Adam C	Associate Vice President
Sjoberg, Roger W	Associate Vice President
Smith, Michael Brett	Associate Vice President
Suarez, Erki	Associate Vice President
Thompson, Ryan C	Associate Vice President
Toledo, Zachary O	Associate Vice President
Trimble, Tom M	Associate Vice President
Van Dien, James P	Associate Vice President
Warner, Terry R	Associate Vice President
Whittaker, Christine L	Associate Vice President
Wiitanen, Mark A	Associate Vice President
Worster, Edgar S	Associate Vice President
Wright, William A	Associate Vice President
Yakle, Johnny R	Associate Vice President
Zugris, Daniel	Associate Vice President
Pachman, Louis J	Secretary
Kudron, Bonnie J	Assistant Secretary
Hartnett, Chad M	Treasurer
Oleson, Alan G	Assistant Treasurer

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Bid No. 11.1730.11-TF, Downtown Interceptor Sewer Rehabilitation bounded by Oakey Boulevard on the north, Westwood Drive on the West, Boulder Highway on the east and St. Louis Avenue on the south as well as the intersection of Rancho Drive and Coran Lane and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($6,306,121 - Sanitation Enterprise Fund) - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $6,306,121
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project consists of the rehabilitation of approximately 10,915 linear feet of existing unlined reinforced pipe with cured in place pipe and the rehabilitation of approximately 1,510 feet of pipe by the slip line method.

PCC: T. Fernandez
POC: A. Michalsky - (702) 251-5800

RECOMMENDATION:

That City Council approve award of Bid No. 11.1730.11-TF, Downtown Interceptor Sewer Rehabilitation to Las Vegas Paving Corporation in the amount of $6,306,121 and approve the construction conflicts and contingency reserve of $630,612. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Bid Abstract

BID ABSTRACT

11.1730.11-TF
Downtown Interceptor Sewer Rehab

				Las Vegas Paving Corp		Insituform Technologies, Inc	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	10	$500.00	$5,000.00	$500.00	$5,000.00
109.02	ADDITION TO ALLOWANCE	DAY	10	$250.00	$2,500.00	$100.00	$1,000.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$400,000.00	$400,000.00	$400,000.00	$400,000.00
502.01	DIVERSION STRUCTURE REHABILITATION	LS	1	$91,000.00	$91,000.00	$93,500.00	$93,500.00
622.01	CONSTRUCTION SURVEYING	LS	1	$2,800.00	$2,800.00	$2,000.00	$2,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$50,000.00	$50,000.00	$38,700.00	$38,700.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	480	$65.00	$31,200.00	$12.00	$5,760.00
625.02	ARROW DISPLAY	DAY	480	$45.00	$21,600.00	$8.00	$3,840.00
630.01	72-INCH SANITARY SEWER MANHOLE	EA	1	$12,000.00	$12,000.00	$24,500.00	$24,500.00
637.01	DUST CONTROL	LS	1	$2,500.00	$2,500.00	$1,000.00	$1,000.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$500.00	$500.00	$500.00	$500.00
690.01	45-INCH CURED-IN-PLACE PIPE LINER	LF	415	$239.00	**$99,185.00**	$249.00	$103,335.00
690.02	48-INCH CURED-IN-PLACE PIPE LINER	LF	1,471	$262.00	$385,402.00	$273.00	$401,583.00
690.03	51-INCH CURED-IN-PLACE PIPE LINER	LF	2,712	$274.00	$743,088.00	$289.00	$783,768.00
690.04	54-INCH CURED-IN-PLACE PIPE LINER	LF	6,221	$290.00	$1,804,090.00	$306.00	**$1,903,626.00**
690A.01	54-INCH SLIP LINED PIPE	LF	1,508	$582.00	$877,656.00	$492.50	$742,690.00
691.01	COATING EXISTING MANHOLE (60-INCH)	EA	24	$6,900.00	$165,600.00	$4,900.00	$117,600.00
691.02	COATING MANHOLE (72-INCH)	EA	1	$7,000.00	$7,000.00	$2,120.00	$2,120.00
691.03	COATING DIVERSION STRUCTURE	LS	1	$5,000.00	$5,000.00	$5,250.00	$5,250.00
695.01	BYPASS PUMPING	LS	1	$1,600,000.00	$1,600,000.00	$2,250,000.00	$2,250,000.00
	Total Base Bid Amount				**$6,306,121.00**		**$6,885,772.00**
					CORRECTED TOTAL		CORRECTED TOTAL
	Engineer's Estimate	10,026,752					
	Responsive Bidder	yes					
	Responsible Bidder	yes					

TO: David Bowers, Acting City Engineer Please review and approve recommended award to Las Vegas Corp in the amount of $6,306,121.00

Purchasing & Contracts Representative — 1-26-11 Date

Using Department Authorized Rep Signature — 2-1-11 Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: MIKE MYERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Revocable License Agreement between the City of Las Vegas and Howard Hughes Properties, Inc., for the use of property located at the southeast corner of Griffith Peak Drive and South Pavilion Center Drive for Life Safety Training - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Agreement allows the City of Las Vegas the right to use the property owned by Howard Hughes Properties, Inc., legally known as "All of Parcel 2 as shown on the Summerlin Village 13 West Parcel "T," Parcel Map on file in File 100 of Parcel Maps at page 46 in the office of the County Recorder of Clark County, Nevada during the License Period from March 2, 2011 through December 31, 2011 solely for the purpose of Fire Life Safety Training.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Revocable License Agreement

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between HOWARD HUGHES PROPERTIES, INC., a Nevada corporation ("Licensor"), and CITY OF LAS VEGAS, a Nevada municipal corporation ("Licensee").

RECITALS

A. Licensor is the owner of certain real property ("Hughes' Parcel") located in Clark County Nevada, more particularly described on Exhibit "A" attached hereto.

B. Licensee desires to make use of a portion of Hughes' Parcel, as more particularly shown on Exhibit "B" attached hereto (the "Property"), for certain purposes as described herein.

C. Licensor is willing to allow Licensee to enter upon the Property subject to all of the terms and conditions of this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. **License.** Subject to the terms of this Agreement, Licensor agrees to permit Licensee to use the Property on a non-exclusive basis, in common with Licensor and such other persons to whom Licensor may from time to time grant rights, and Licensee accepts the right so to use the Property, upon and subject to the terms and conditions hereinafter set forth. It is hereby agreed and understood that this Agreement creates merely a revocable license to use the Property and that no right, title, estate or interest in or to the Property is granted to or vested in or intended to be granted to or vested in Licensee by virtue of this Agreement. Licensee acknowledges that all use of the Property by Licensee shall be pursuant to this Agreement and that Licensee shall not, by such use, acquire any rights in or to the Property by prescription, adverse possession or otherwise.

2. **License Period.** This Agreement shall be in effect from the Effective Date and shall expire on December 30, 2011 (the "License Period"), unless earlier terminated as herein provided. Licensee shall have the right to enter onto the Property for Fire Life Safety Training throughout the License Period as necessary; provided, however, Licensee shall provide Licensor with written notice of the training dates five (5) business days prior to Licensee's intent to enter onto the Property. Licensor reserves the right to disapprove any training dates that interfere with Licensor's use of the Property. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party.

3. **Use of Property.** Licensee shall have the right to use the Property during the License Period, as set forth above, solely for the purpose of Fire Life Safety Training. Licensee shall not use the Property for any other purpose whatsoever. Licensee shall, by entering upon and occupying the Property, be deemed to have accepted the Property "AS IS", in its then condition, and Licensee hereby releases Licensor, and its directors, officers, employees and agents from any liability or loss caused by any latent or patent defect in or on the Property. Licensee shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property or Licensee's use thereof. Licensee shall not permit anything to be done or kept upon the Property that does or could interfere with the rights of Licensor, its transferees, tenants and other licensees, or that will annoy any of them, nor shall Licensee commit or permit any nuisance or any immoral or illegal act to be committed thereon. Licensee acknowledges that Licensor and its agents, contractors and subcontractors are now or may, during the term of this Agreement, be engaged in the construction of improvements and other construction related activities on, adjacent to or in the vicinity of

the Property. Licensee agrees to use its best efforts to avoid any interference with any such construction activities and further agrees to comply promptly with any and all requests by agents or employees of Licensor (whether such requests are delivered in writing or orally) to move or remove any machinery, equipment, vehicles or persons interfering with the activities of Licensor or its agents, contractors or subcontractors.

Notwithstanding the foregoing, Licensee acknowledges that a portion of the Property is fenced off and is being used by the subcontractors ("Subcontractor's") working on the adjacent property that is currently under development. Licensee agrees not to interfere with the Subcontractors or their use of that portion of the property so long as the area remains fenced off.

4. **Intentionally Omitted**.

5. **Intentionally Omitted.**

6. **Maintenance and Restoration of Property.** Licensee shall keep and maintain the Property in good order, condition and repair (including any such replacement and restoration required for that purpose), shall provide all precautions for the safety and protection of persons and property and keep the Property free from waste. Upon termination of this Agreement, Licensee shall restore the Property to as good a condition as at the commencement of this Agreement.

7. **Improvements.** Licensee shall not make any alterations, improvements or changes, or install any fixtures, signs or billboards ("Improvements") in, upon or to the Property without the prior written consent of Licensor. Any Improvements made by Licensee shall, at Licensor's option, become the property of Licensor upon termination of this Agreement. Licensee shall execute such documents as Licensor may require to confirm that title to the Improvements vests in Licensor. Licensee shall, however, at Licensor's request, remove such Improvements at Licensee's sole cost and expense upon termination of this Agreement.

8. **Insurance**. Licensee is a self-insured municipal corporation.

9. **Indemnification.** Licensee is a self-insured municipal corporation. Licensee shall indemnify and hold Licensor and the Property harmless from any and all claims, demands, causes of action, judgments, liabilities, losses, costs, expenses (including attorneys' fees), liens, charges and encumbrances of any kind whatsoever in connection with, arising out of or by reason of the use of the Property by Licensee, its directors, officers, employees, agents, contractors, licensees, customers or business invitees; or in connection with, arising out of or by reason of any act, omission or negligence of Licensee, its members, managers, officers, employees, agents, contractors, licensees, customers or business invitees while in, upon, about or in any way connected with the Property; or arising from any accident, injury or damage, howsoever caused, to any person or property whatsoever occurring in, upon, about or in any way connected with the Property. Notwithstanding the foregoing, Licensee shall not be required to defend, save harmless or indemnify Licensor from any liability for injury, loss, accident or damage to any person or property resulting from Licensor's gross negligence or willful acts or omissions, or those of Licensor's its directors, officers, agents, contractors or employees; provided, however, nothing herein shall relieve any insurance carrier of its obligations under policies required to be carried by Licensee pursuant to the provisions of this Agreement to the extent that such policies cover the results of negligent acts or omissions of Licensor, its directors, officers, agents, contractors or employees, or the failure of Licensor to perform any of its obligations under this Agreement. This Section 9 shall survive any termination of this Agreement.

10. **Release of Liens.** Licensee shall, at its sole cost and expense, obtain the discharge and release of any lien, charge or encumbrance filed of record because of Licensee's actions on the Property, within fifteen (15) days after the filing of the same. Nothing contained herein shall prevent Licensor, at the cost and for the account of Licensee, from at any time obtaining such discharge and release in the event Licensee shall fail or refuse to do so. This Section 10 shall survive termination of this Agreement.

11. **Assignment.** Licensee shall not assign or transfer this Agreement or any rights hereunder nor shall Licensee mortgage, pledge, hypothecate or encumber the rights granted herein without the prior written consent of Licensor, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or other successor of Licensee, whether by operation of law or otherwise, without such written consent. Any attempt so to assign or transfer this Agreement without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

12. **Licensor's Right of Entry.** Licensor and its authorized agents and representatives may enter the Property at any time for any reasonable purpose. Licensor may place upon the Property suitable signs or plaques giving notice to the effect that the Property is the property of Licensor and Licensor may post and/or record notices of non-responsibility with respect to the actions of Licensee upon the Property.

13. **Breach; Cancellation.** In the event of any breach of any representation contained herein or other default by Licensee in the performance of any term or condition of this Agreement, Licensor may cancel this Agreement immediately upon written notice to Licensee, re-enter the Property and take possession thereof and remove all persons and property therefrom. Licensee agrees to hold Licensor harmless from any liability whatsoever for the removal and/or storage of any property on the Property, whether of Licensee or any third party whomsoever.

14. **Notices.**

Any and all notices and demands by or from Licensor to Licensee, or by or from Licensee to Licensor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Licensor:	HOWARD HUGHES PROPERTIES, INC. 10000 West Charleston Blvd., Suite 200 Las Vegas, NV 89135 Attention: Legal Department Facsimile: 702-791-4385
To Licensee:	CITY OF LAS VEGAS 500 North Casino Center Boulevard Las Vegas, NV 89101 Attention: Elizabeth N. Fretwell Facsimile: 702-388-2504

Any party hereto may change its address for the purpose of receiving notices and demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

All notices hereunder shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

15. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee. No provision of this Agreement, nor any acts of the parties hereto, shall be deemed to create any relationship between Licensor and Licensee other than the relationship of licensor and licensee.

16. **No Waiver.** Licensor's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Licensor's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

17. **Remedies Cumulative.** The various rights, options, elections and remedies of Licensor contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

18. **Captions.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect this Agreement.

19. **Governing Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

20. **Exhibits.** All exhibits referred to herein are acknowledged by Licensee to have been fully and correctly completed and attached hereto prior to the execution of this Agreement, and Licensee and Licensor agree that such Exhibits form a part of, and are incorporated in, this Agreement.

21. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Licensor or Licensee as a warranty or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

LICENSOR:

HOWARD HUGHES PROPERTIES, INC.,
a Nevada corporation

By: _____

Name: Kevin T. ORROCK

Title: Vice President

LICENSEE:

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

_____
Deputy City Attorney

EXHIBIT "A"

TO REVOCABLE LICENSE AGREEMENT

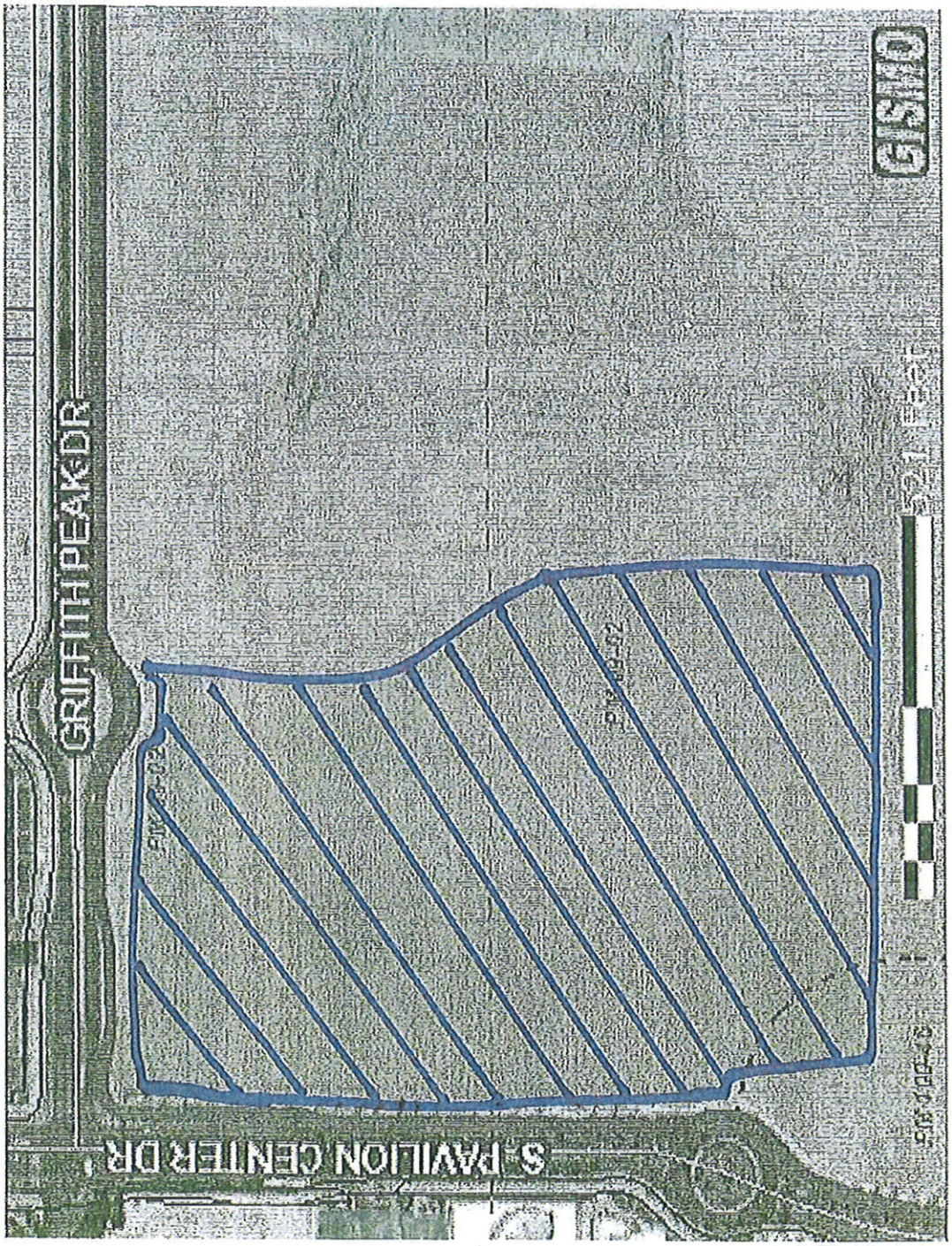
DESCRIPTION OF HUGHES' PARCEL

ALL OF PARCEL 2 AS SHOWN ON THE SUMMERLIN VILLAGE 13 WEST PARCEL "T" PARCEL MAP ON FILE IN FILE 100 OF PARCEL MAPS AT PAGE 46 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT "B"

TO REVOCABLE LICENSE AGREEMENT

DEPICTION OF THE PROPERTY



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a First Amendment to the Interlocal Agreement for the Martinez Early Childhood Development Center between the City of Las Vegas and Clark County School District located at 2901 Harris Avenue - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On March 23, 1998, the Clark County School District entered into an Interlocal Lease Agreement with the City for the construction of an early childhood development center located on City property. The City is requesting an amendment to correct the legal description. Language regarding indemnity and insurance has been deleted and replaced with current verbiage.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
First Amendment to the Interlocal Agreement for the Martinez Early Childhood Development Center

FIRST AMENDMENT
TO THE
INTERLOCAL LEASE AGREEMENT
FOR THE
MARTINEZ EARLY CHILDHOOD DEVELOPMENT CENTER

This First Amendment to Interlocal Lease Agreement (hereinafter referred to as "First Amendment") is entered into and effective for all purposes as of the _____ day of _____, 201__ by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (hereinafter referred to as "Landlord"), and CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (hereinafter referred to as "Tenant"). Landlord and Tenant are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the Landlord (City of Las Vegas) and Tenant (Clark County School District) entered into an Interlocal Lease Agreement dated March 23, 1998 (hereinafter referred to as "Lease"), for the lease of certain real property located at 2901 Harris Avenue, Las Vegas, NV 89101, APN# 139-25-303-015 (hereinafter referred to as "Premises") from the Landlord to Tenant subject to, and in accordance with the covenants, terms and conditions of the Lease; and

WHEREAS, the Parties agree to amend, modify or delete various sections of the Lease; and

NOW, THEREFORE, in consideration of the Premises and of the mutual promises and agreement which are hereinafter contained, foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Section 1. Property. Legal description is amended as follows:

   The legal description has been amended to reflect the correct area of the Premises. Exhibit "A" to the Lease shall hereby be deleted and replaced by Exhibit "A" attached hereto and made a part hereof by this reference to this First Amendment.

2. Section 11. Indemnity. Indemnity language shall be deleted and replaced with the following:

   Each party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost, or expense, financial or otherwise.

3. Section 12. Insurance. Insurance language shall be deleted and replaced with the following:

   Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

4. Section 18.(iv). Miscellaneous Provisions. Notices. Notices language shall hereby be amended as follows:

All notices, demands or other writings in this Interlocal Lease Agreement provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service as certified mail, with postage prepaid, and addressed as follows:

LANDLORD: City of Las Vegas
Attn: Real Estate Administrator
333 N. Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
Office: (702) 229-1021
Fax: (702) 464-2522

TENANT: Clark County School District
Attn: Director, Real Property Management
4190 McLeod Drive 2nd Floor
Las Vegas, Nevada 89121
Office: (702) 799-5214
Fax: (702) 799-5436

The address to which any notice, demand or other writing may be given to any Party as above provided may be changed by written notice given by such Party as above provided.

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

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

IN WITNESS WHEREOF, Tenant and Landlord have executed this First Amendment as of the day and year first written above.

SIGNATURES ON FOLLOWING PAGE

FIRST AMENDMENT TO INTERLOCAL LEASE AGREEMENT
FOR
EARLY CHILDHOOD DEVELOPMENT CENTER

"LANDLORD"

ATTEST:

CITY OF LAS VEGAS

By: BEVERLY K. BRIDGES, MMC
CITY CLERK

By: OSCAR B. GOODMAN
MAYOR

APPROVED AS TO FORM:

By: DEPUTY CITY ATTORNEY

John S. Ridilla
Deputy City Attorney

"TENANT"

CLARK COUNTY SCHOOL DISTRICT
SCHOOL BOARD OF TRUSTEES'
DESIGNEE

By: JEFF WEILER
CHIEF FINANCIAL OFFICER
FINANCE & OPERATIONS

CLARK COUNTY SCHOOL DISTRICT
APPROVED AS TO FORM

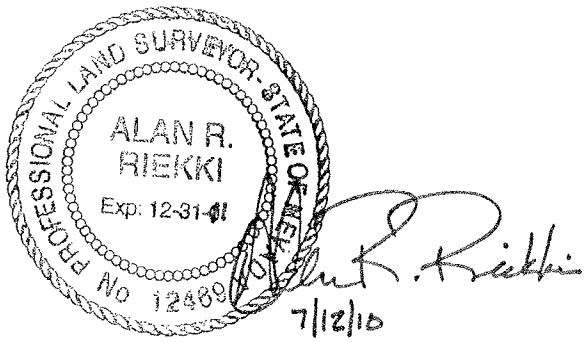
12/7/10

By: C.W. HOFFMAN, JR
GENERAL COUNSEL

FIRST AMENDMENT
TO THE
INTERLOCAL LEASE AGREEMENT
FOR THE
MARTINEZ EARLY CHILDHOOD DEVELOPMENT CENTER

EXHIBIT "A"

Legal Description Attached



JULY 8, 2010
BY: MK
PR BY: ARR

EARLY CHILDHOOD DEVELOPMENT CENTER
REVISED LEASE AREA

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PORTION OF LAND GENERALLY LOCATED NORTH OF HARRIS AVENUE AND WEST OF MOJAVE ROAD, FOR LEASE PURPOSES.

LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 3 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 16, LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

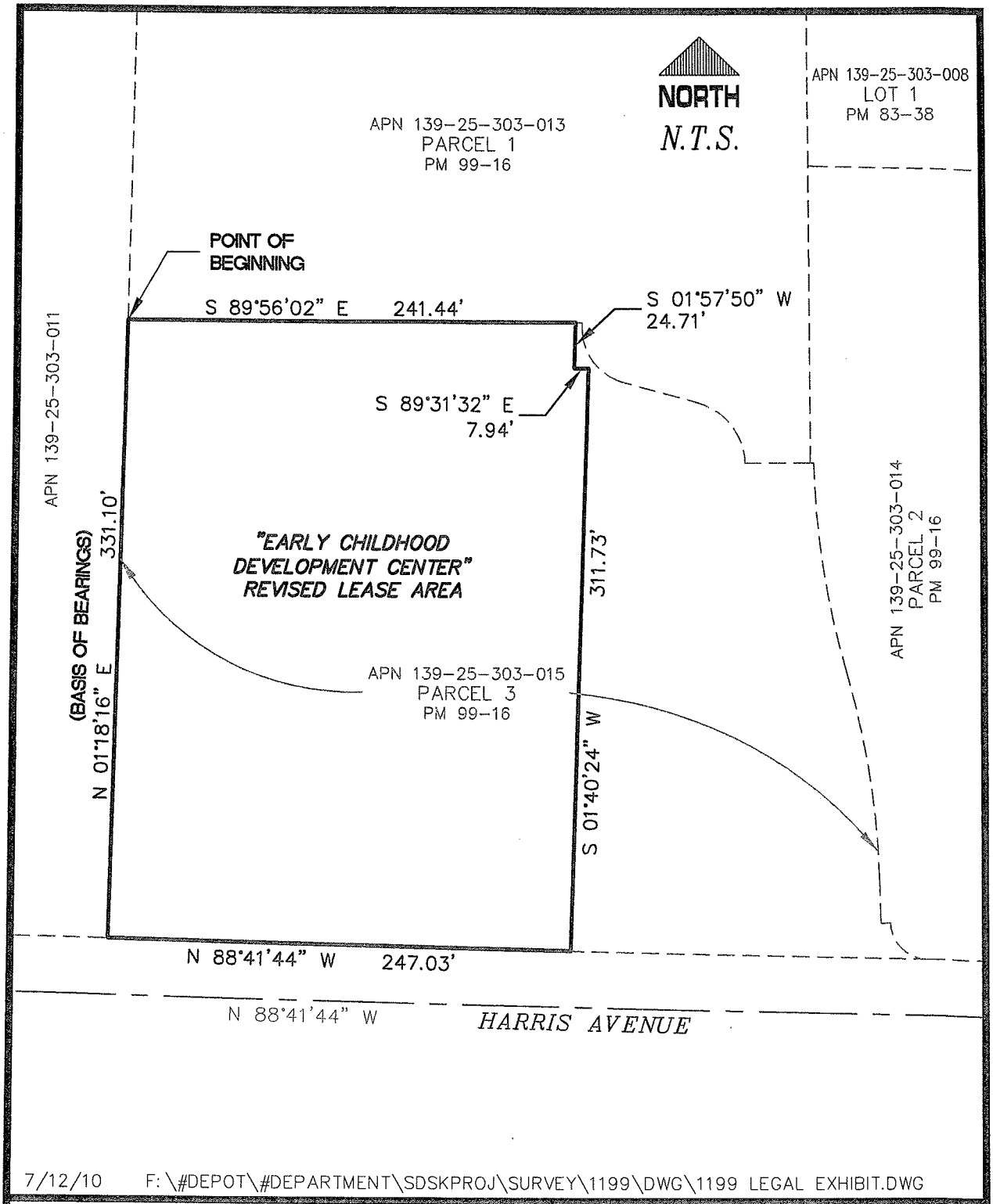
BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3; THENCE SOUTH 89°56'02" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 241.44 FEET; THENCE SOUTH 01°57'50" WEST, DEPARTING THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 24.71 FEET; THENCE SOUTH 89°31'32" EAST, 7.94 FEET; THENCE SOUTH 01°40'24" WEST, 311.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 3, SAME BEING THE NORTHERLY RIGHT-OF-WAY LINE OF HARRIS AVENUE; THENCE NORTH 88°41'44" WEST, ALONG SAID SOUTHERLY LINE OF PARCEL 3, COINCEDENT WITH SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 247.03 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE NORTH 01°18'16" EAST, DEPARTING SAID SOUTHERLY LINE OF PARCEL 3 AND SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 331.10 FEET TO THE **POINT OF BEGINNING**. AS SHOWN ON THE **EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION**, ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 82,619 SQUARE FEET, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 01°18'16" EAST, BEING THE BEARING OF THE WESTERLY LINE OF PARCEL 3 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 16.

NOTE:
THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.



7/12/10 F:\#DEPOT\#DEPARTMENT\SDSKPROJ\SURVEY\1199\DWG\1199 LEGAL EXHIBIT.DWG

DEPARTMENT OF PUBLIC WORKS SURVEY SECTION DATE: 07/08/2010 DRAWN BY: MK SHEET: 1 OF 1	EARLY CHILDHOOD DEVELOPMENT CENTER REVISED LEASE AREA EXHIBIT TO ACCOMPANY LEGAL APN 139-25-303-015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for park improvements at Frank F. Garside Junior High School located at 300 South Torrey Pines Drive ($56,300 - Parks Fund) - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $56,300
Funding Source: Parks Fund
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
The School District is the owner of the property located at 300 South Torrey Pines Drive. The City desires to construct certain park improvements as outlined within the terms of the Agreement. On August 4, 2010 City Council approved the allocation of funds for these improvements. The School District will be responsible for all future maintenance and repair of the improvements.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE
CLARK COUNTY SCHOOL DISTRICT
FOR IMPROVEMENTS AT FRANK F. GARSIDE JUNIOR HIGH SCHOOL

This Interlocal Agreement for Frank F. Garside Junior High School Improvements (hereinafter referred to as "Agreement") is made and entered into this ___ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation with the State of Nevada (hereinafter referred to as "City") and Clark County School District, also a political subdivision of the State of Nevada (hereinafter referred to as "District"). The City and District are individually referred to as "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is the owner of the real property located at 203 Newcomer Street Las Vegas, NV 89107 (hereinafter referred to as "Park") and 300 S. Torrey Pines Drive, Las Vegas, Nevada, 89107, APN#'s 138-35-111-004 and 138-35-215-001 respectively, more commonly known as Frank F. Garside Junior High School (hereinafter referred to as "School"). See Exhibit "A" attached hereto and made a part thereof; and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform and authorizes any two or more governmental entities of the State of Nevada to enter into interlocal agreements for joint use parks and playgrounds for their mutual benefit, and

WHEREAS, the City desires to construct certain improvements (hereinafter referred to as "Improvements") on Park property; and

WHEREAS, the location of said Improvements shall be located on a portion of Park as depicted in Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, this Agreement is made for the purpose of setting forth the respective obligations of the Parties hereto in connection with the Improvements and the Parties have agreed to enter into this Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Purpose

The Purpose of this Agreement sets forth the conditions whereby City and its employees, authorized agents, and contractors may enter upon School to install Improvements.

Section 2. Responsibilities

The City, at its sole expense, agrees to the following:

- Install a six-foot high outfield fence with concrete mow curb and safety cap, tied into the existing backstop and sideline fencing. Gates will be installed for maintenance access.
- Remove and replace the existing lower six feet of the backstop and sideline chain link fence fabric, due to deformation, with 9-gauge chain link fabric.
- Design and construct, by City and/or outside forces, all work performed on Improvements. Prior to commencement, District Facilities Division will approve the design and construction.
- Upon completion of said entry leave Park and School property in as neat and presentable condition as existed prior to entry, with all fences, structures, and other property intact.
- No property of the District will be accessed or disturbed without prior District approval.
- Replace and/or repair any damage caused to Park or School property.
- Provide District with priority use during regular school hours in accordance with the Open Schools – Open Doors Community Access Agreement dated September 6, 1996.

Upon written notification from the City to District that the Improvements are complete, the District shall notify the City within thirty (30) business days of receipt of the written notice of completion from the City if Improvements are unacceptable to the District. In the event the District fails to do so within said thirty (30) business day period, the District shall be deemed to have approved the Improvements. If the District reasonably objects to any portion of the Improvements within a thirty (30) business day period, then the City shall have forty five (45) business days to cure such defects after receipt of the District's written objection. If City fails to cure such defects within said forty-five (45) business day period, the City shall at its sole expense and nevertheless commence such cure work within said forty five (45) business day period and diligently prosecute same to completion. Once the City has completed all Improvements and the District approves said Improvements, title, maintenance and repair of the Improvements shall transfer to the District. Maintenance for the field remains with the City.

The District, at its sole expense, agrees to the following:

- Grant City the right to enter Park and School property during construction of Improvements per the terms of this Agreement. Any damage to Park or School property resulting from City's construction of the Improvements shall be repaired at City's sole expense.
- Once the Improvements are approved and accepted in writing by the District, City will have no obligation to maintain and repair the Improvements. District acknowledges that it will be responsible for any and all future maintenance and repair of Improvements only as the City is still responsible for the maintenance of the field.
- Provide City priority use during non-school use in accordance with the Open Schools – Open Doors Community Access Agreement dated September 6, 1996.
- Will not remove any Improvements installed by the City for a period of at least ten (10) years from the date of installation without mutual agreement. District shall provide not less than six (6) months notice of its intent to remove Improvements.

Section 3. Duration and Termination

Each Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term of this Agreement, which the other Party has failed to cure within thirty (30) calendar days after the breaching Party's receipt of written notice of such breach. This Agreement may also be terminated by mutual written agreement between the Parties.

Section 4. Insurance and Indemnity

Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each Party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

Should City hire an outside contractor to perform all or part of these improvements, City must require said contractor to, (i) provide insurance and indemnity from this Party, (ii) protect City and District as additional insureds, and (iii) provide District with a waiver of subrogation on the workers compensation insurance.

Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other Party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this Agreement.

Section 5. Notices

Any notice required to be given hereunder shall be deemed to have been given when notice is, (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To District:
Clark County School District
Real Property Management
Attn: Director
4190 McLeod Drive, 2nd Floor
Las Vegas, Nevada 89121
(702) 799-5214 Office
(702) 799-5236 Fax

With a Copy To:
Frank F. Garside Junior High School
Attn: Principal
Attn: Facility Services Representative
300 South Torrey Pines Drive
Las Vegas, NV 89107
(702) 799-4245 Office

To City: City of Las Vegas
Real Estate & Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Attn: Real Estate Superintendent
(702) 229-1022 phone
(702) 464-2522 fax

Section 6. Modification or Amendments

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to the Improvements, and supersedes all prior and contemporaneous oral and written agreements and discussions related to construction of the Improvements.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

Section 7. Counterparts; Electronic Delivery

This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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 8. General Conditions

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.

Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Should any part of this Agreement

be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date set forth above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla
Deputy City Attorney

11/19/10
Date

CLARK COUNTY SCHOOL DISTRICT

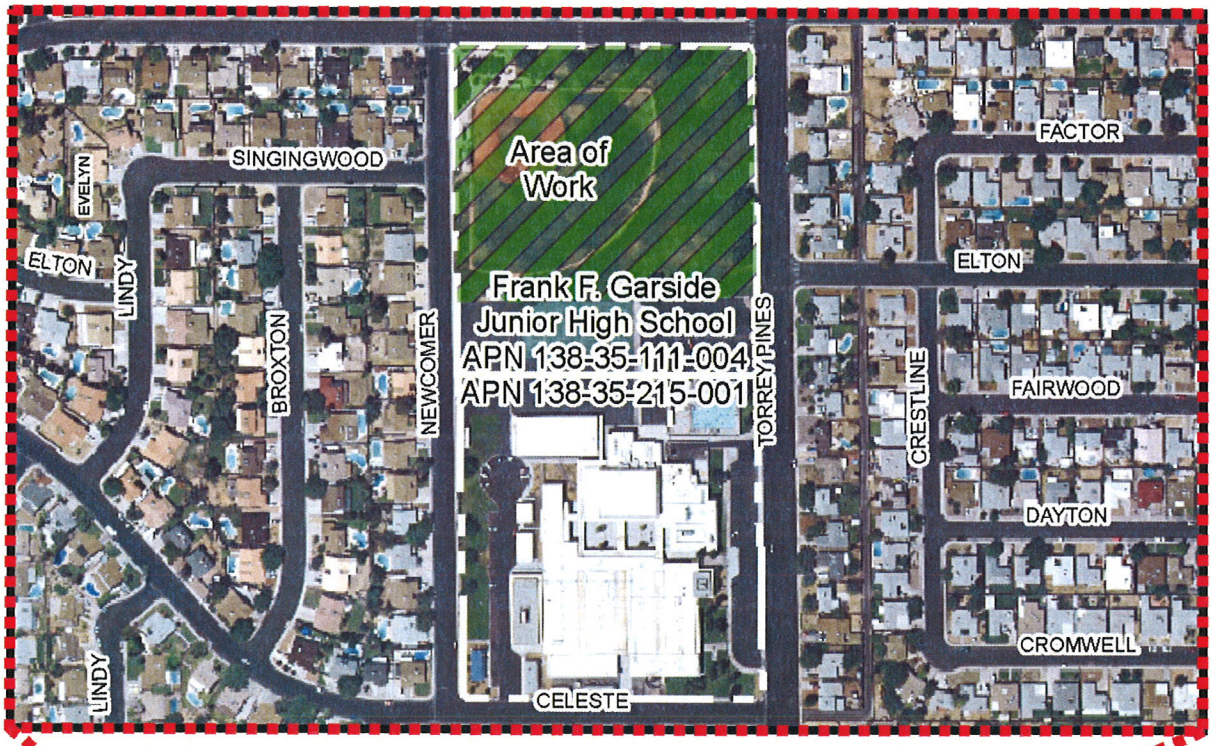
By: _____
Jeff Weiler, Chief Financial Officer

APPROVED AS TO FORM & CONTENT:

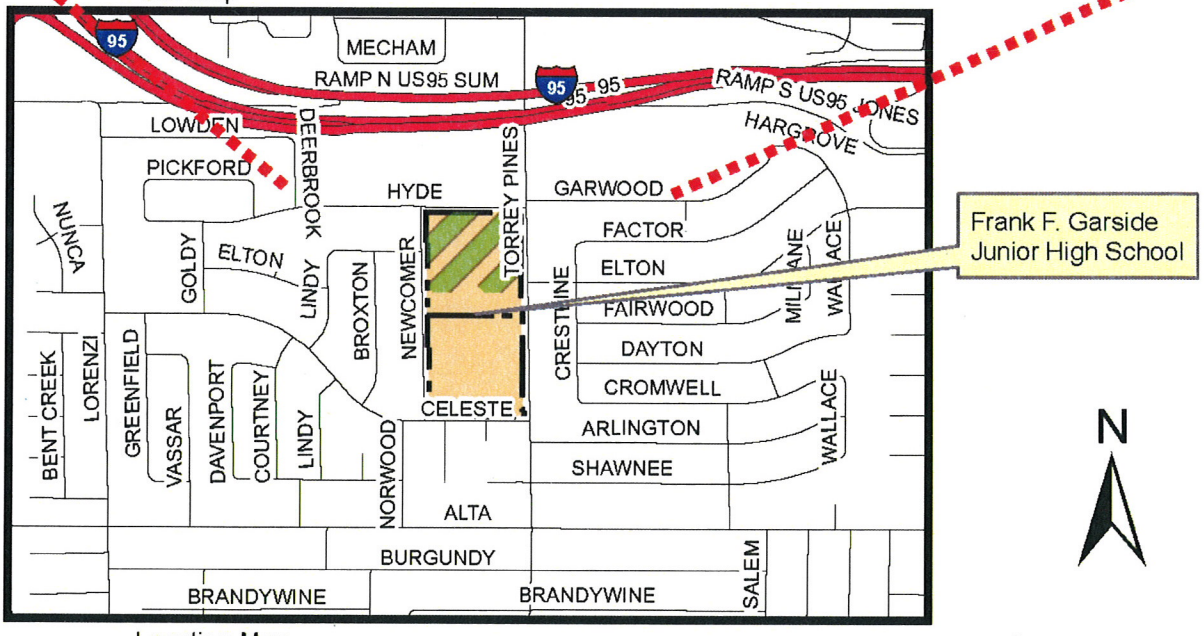
By: _____
C.W. Hoffman, Jr., General Counsel

11/29/10
Date

Exhibit A



Site Map



Location Map

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
FOR IMPROVEMENTS AT FRANK F. GARSIDE JUNIOR HIGH SCHOOL

Exhibit B

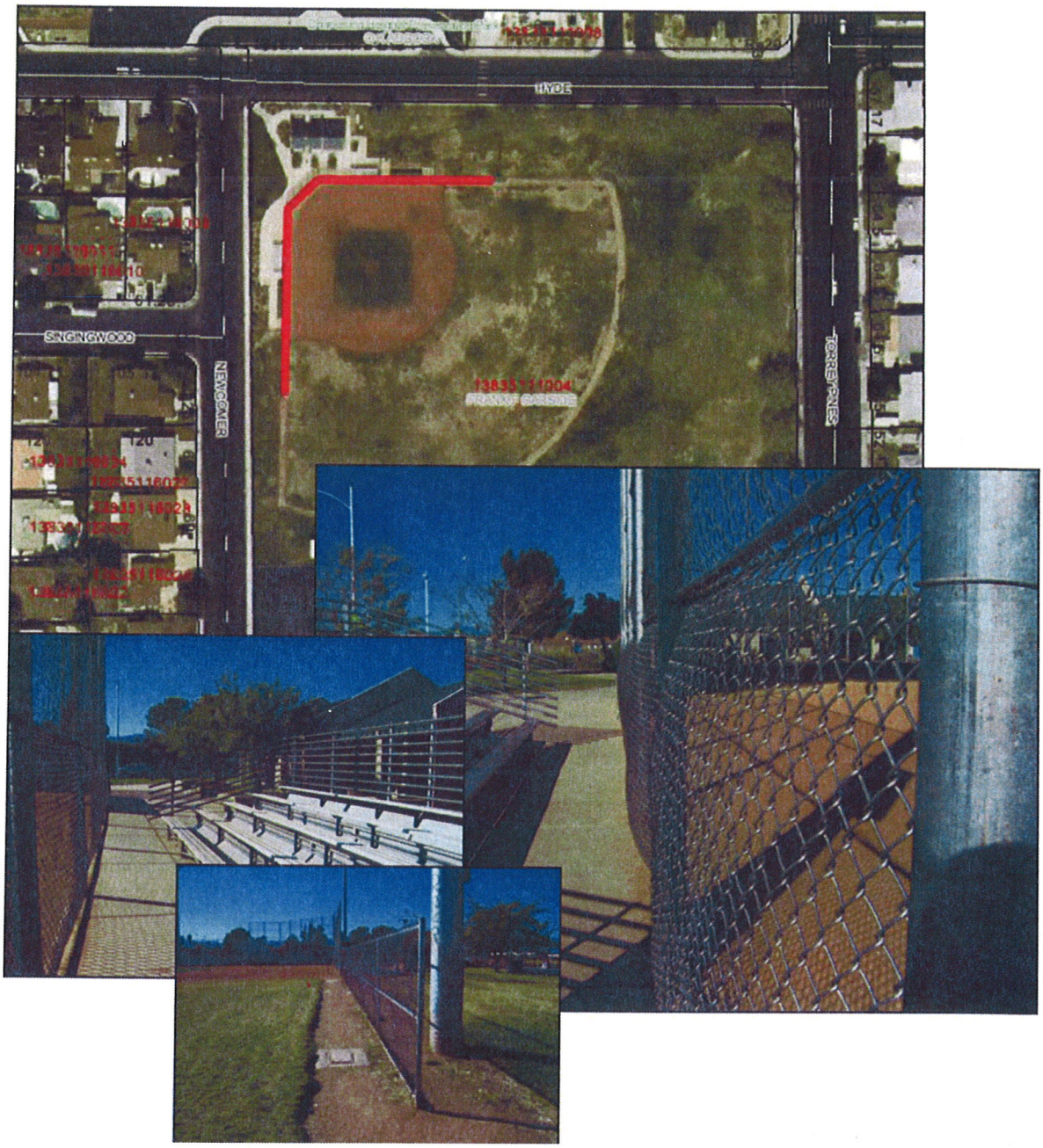
1. New Outfield Fence $ 54,000

This option would add a 6-foot high chain link outfield fence with concrete mow curb and safety cap, tied into the existing backstop and sideline fencing as shown in red below. Gates would provide access for maintenance staff.



2. Fence Fabric Replacement $ 2,300

This option would replace the lower 6 feet of the existing backstop and sideline chain link fence fabric with new 9-gauge chain link. The current fabric is still holding its own structurally but is noticeably stretched and bowed from play in places.



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

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the Cooperative (Local Public Agency) Agreement between the State of Nevada, acting by and through its Department of Transportation, and the City of Las Vegas, which provides $807,039.00 through the Federal Scenic Byway program for the Neon Museum Project located at 770 Las Vegas Boulevard North – Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Cooperative (Local Public Agency) Agreement between the State of Nevada and the City of Las Vegas provides funding for the remodel of an existing structure and a 2,277 square foot addition at the Neon Museum, located at 770 Las Vegas Boulevard North. Match requirements are met via the real estate value of the parcels located at 770 Las Vegas Boulevard North (APNs 139-24-812-045, 139-27-805-005). Funding is originated by the Nevada Division of the Federal Highway Administration and administered by the Nevada Department of Transportation.

RECOMMENDATION:
APPROVAL

BACKUP DOCUMENTATION:
1. Cover letter from Nevada Department of Transportation, dated January 19, 2011
2. Cooperative (Local Public Agency) Agreement with Attachments A, B, C, D, E

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

JIM GIBBONS, *Governor*

SUSAN MARTINOVICH, P.E., *Director*

January 19, 2011

Courtney Mooney, AICP
City of Las Vegas Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Re: Neon Museum Project

Dear Ms. Mooney:

Enclosed are two copies of the final Local Public Agency Agreement for the Neon Museum Project for the City of Las Vegas' review. Two copies have been provided for signatures. Please secure the necessary signatures and complete Attachments C and D for the City of Las Vegas and forward both copies of the signed document to me. ^and E.

Please do not fill in the Highway Agreement Number or the date the agreement is entered into. That information will be completed by NDOT's Agreement Services Division. A copy will be returned to you after all signatures have been obtained.

If you have any questions or require more information, please feel free to contact me at (702) 671-8852.

Sincerely,

Jason Tyrrell, P.E.
LPA Coordinator

Enc.

Highway Agreement _____

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
NEON MUSEUM PROJECT

This Agreement is made and entered the _____ day of _____, _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Las Vegas, 731 South Fourth St., Las Vegas, NV 89101 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. (Code of Federal Regulations) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY will design, advertise, award, and manage construction of a remodel of an existing structure and a new 2,277 square feet addition at 770 N. Las Vegas Blvd. at the Southeast corner of Las Vegas Blvd. and McWilliams Ave as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Scenic Byway funds; and

WHEREAS, the LOCAL AGENCY is a sub-recipient of federal transportation funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 C.F.R. § 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal Scenic Byway funding for a maximum amount of Eight Hundred Seven Thousand Thirty-nine and No/100 Dollars ($807,039.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications and estimates) in fifteen working days and to ensure that the design meets the requirements of the Americans with Disability Act (ADA).

8. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with state and federal regulations including, but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.

9. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

10. To review and approve the CITY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

11. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

12. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

13. To assign a Local Public Agency Coordinator and a project architect to act as the DEPARTMENT's representative to monitor the CITY's compliance with applicable Federal and State requirements.

14. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7.

15. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

16. To reimburse the CITY, monthly as work progresses on the PROJECT, for eighty percent (80%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

17. To provide the CITY the appraiser list maintained by the DEPARTMENT and to complete a review of the appraisal of parcel 139-27-805-005.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies. The project shall be designed, constructed, operated, and maintained in accordance with Federal and State laws, regulations, directives, safety standards, design standards, construction standards and with the latest adopted Federal, State and Local Codes and ordinances to include but not limited to: International Code of Building Officials Uniform Standards, Uniform Building Code Standards, National Fire protection Association Standards, National electrical Code, the Uniform Federal Access Standards, and the 1994 Americans with Disabilities Act requirements.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To ensure that any utility relocations are in compliance with ADA requirements.

4. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings and the pre-construction conference.

5. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents, which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects with DBE Goals", attached hereto and incorporated herein.

6. Concurrent with its provision to the DEPARTMENT of the hundred percent (100%) submittal, the CITY shall submit a written certification accompanied by supporting

documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the CITY and that all utility relocations and /or adjustments were completed in accordance with federal and state regulations.

7. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

8. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.

9. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements and the contractor's acceptable fulfillment of the contract.

10. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.

11. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

12. To incorporate all required D.B.E. (Disadvantaged Business Enterprise) goals into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the D.B.E. goals.

13. To monitor the consultant and/or contractor on the PROJECT, to ensure that D.B.E. goals are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR § 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the D.B.E. standards.

14. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

15. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 C.F.R. § 170, including Appendix A available at http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.

16. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement

shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 7. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

17. To be responsible for the twenty percent (20%) match of Federal funds in an amount not to exceed Two Hundred One Thousand Seven Hundred Sixty and No/100 Dollars ($201,760.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

18. To complete an appraisal of parcel 139-27-805-005 by an appraiser listed on the approved Appraiser List maintained by the DEPARTMENT. To have the completed appraisal report reviewed by a DEPARTMENT approved review appraiser.

19. To provide the DEPARTMENT with a copy of the appraisal report in order to complete the review process and confirm the value. The appraised value will be used towards the twenty percent (20%) match of the Federal funds as established in Article III Paragraph 7.

20. To accept maintenance responsibilities including utility costs for the improvements consisting of the remodeled structure and the addition to the structure constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

21. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

22. Not to execute any lease or rental affecting parcel 139-27-805-005 and the improvements constructed under this Agreement, nor shall it obligate itself in any other manner, with any third party with respect to parcel 139-27-805-005 and the improvements constructed under this Agreement, unless the DEPARTMENT otherwise expressly authorizes such lease or rental in writing.

23. Any proceeds from a lease or rental of the property or any other proceeds from the property shall be dedicated to facility operations, maintenance and rehabilitation of the property purchased or improved under this Agreement.

24. In the event that the CITY receives the DEPARTMENT's written approval to lease or rent any portion of parcel 139-27-805-005 and the improvements constructed under this Agreement, the CITY will provide the DEPARTMENT with a copy of the contract or agreement for said lease or rental.

25. The CITY shall not by any act or omission of any kind impair the CITY's continuing control over the use of parcel 139-27-805-005 and the improvements constructed under this Agreement.

26. Not to execute any sale of parcel 139-27-805-005, nor shall it obligate itself in any other manner, with any third party with respect to parcel 139-27-805-005, unless the DEPARTMENT otherwise expressly authorizes such sale in writing.

27. If any of the improvements constructed under this Agreement are no longer needed, or cannot be used for the intended purpose, the CITY shall dispose of the property in accordance with Title 23 C.F.R. § 710 Subpart D. The proceeds shall be given to the DEPARTMENT to be reapplied to projects eligible under Title 23 of the United States Code U.S.C.

28. To establish and maintain separate accounts for the current lease and any future lease, rental, mortgage, or other contract touching or affecting the parcel 139-27-805-005 and improvements constructed under this Agreement, either independently or within its existing accounting system.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2012, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first ,save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement shall be required.

5. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

6. The TOTAL ESTIMATED PROJECT COSTS are One Million Eight Thousand Seven Hundred Ninety-nine and No/100 Dollars ($1,008,799.00), which includes: Eight Hundred Seven Thousand Thirty-nine and No/100 Dollars ($807,039.00), comprising Federal funding of eighty percent (80%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Two Hundred One Thousand Seven Hundred Sixty and No/100 Dollars ($201,760.00), comprising CITY match funding of twenty percent (20%) of TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no

event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY.

7. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 3,000.00
DEPARTMENT Right-of-Way Costs:	$ 5,000.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
Construction Costs:	$ 995,799.00
TOTAL ESTIMATED PROJECT COSTS:	$ 1,008,799.00

AVAILABLE FUNDING SOURCES:

Federal Scenic Byway Funds:	$ 807,039.00
CITY Funds:	$ 201,760.00
TOTAL PROJECT FUNDING:	$ 1,008,799.00

8. The CITY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

9. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percent of the TOTAL PROJECT COSTS eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

10. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

11. The CITY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

12. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

13. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

14. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY.

15. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:
Susan Martinovich, P.E., Director
Attn: Jason Tyrrell, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
123 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 671-8852
Fax: (702) 671-8850
E - mail address: jtyrrell@dot.state.nv.us

FOR CITY:
Courtney Mooney, AICP
City of Las Vegas Planning & Development Department
731 S. Fourth Street
City of Las Vegas, NV 89101
Phone: (702) 229-5260
Fax: (702) 384-1397
E -mail: cmooney@lasvegasnevada.gov

16. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

17. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

21. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

23. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

24. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

25. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. Both parties shall assure that no person shall on the grounds of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service, program or activity offered by said parties, regardless of funding source. Both parties further assure that every effort will be made to prevent discrimination through the impacts of their programs, policies, and activities on minority and low-income populations.

27. Neither party shall assign, transfer or delegate any rights, obligations or duties

under this Agreement without the prior written consent of the other party.

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

29. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

30. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

31. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

32. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

33. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla

Deputy City Attorney

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

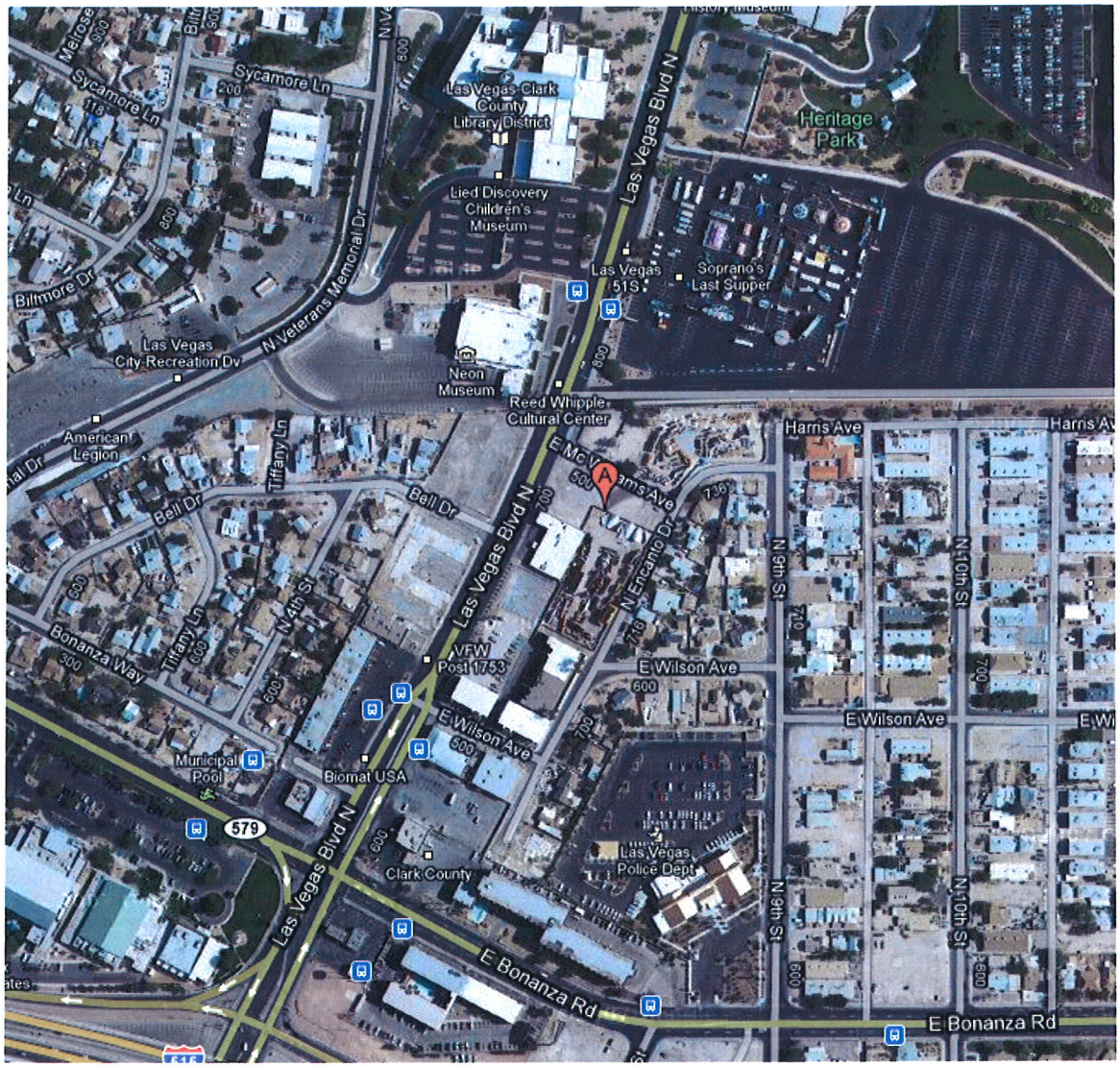
Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
PROJECT

The project consists of the remodel of the existing structure and the construction of a 2,277 square foot addition including restrooms and ADA improvements. The Project is located at 770 North Las Vegas Blvd. at the Southeast corner of Las Vegas Blvd. and McWilliams Ave. as depicted on the attached drawing.



Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

http://www.whitehouse.gov/OMB/circulars/index.html

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS WITH DBE GOALS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

NDOT – DBE (MBE/WBE) Information*

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**

* **Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

** **Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
I.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	6
VI.	Record of Materials, Supplies, and Labor	7
VII.	Subletting or Assigning the Contract	7
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	7
X.	Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for Lobbying	10

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. 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.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

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 from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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 1b of this certification; and

d. Have not within a 3-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.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

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.

* * * * *

XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order Il246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work

force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

> It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

   In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In

the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ } SS
COUNTY OF _____ }

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 (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.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

(SEAL) _____
other Official *Notary Public, Judge or*

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 and disclose 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.

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
c. Initial award
d. post-award

3. Report Type:
☐ a. initial filing
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify:** nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

CONTRACT NO.:_____ **CONTRACTOR:**

NAME OF SUBCONTRACTOR	USED		DBE STATUS	
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____

PROJECT NO. (S). _____

_____

BID AMOUNT $ _____

CONTRACTOR _____

ADDRESS _____

_____

*This information must be submitted with your bid proposal. The bidder shall enter **"NONE"** under **"NAME OF SUBCONTRACTOR"** if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	***CONTRACT ITEM NO(S).***	***NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT***	***DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED***

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two (2) hours.

NAME OF SUBCONTRACTOR	*CONTRACT ITEM NO(S).*	*NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT*	*DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED*

NOTE: ***Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract***

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } **SS**

I, _____ **(Name of party signing this affidavit and the Proposal Form)** _____ **(title).**

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- **(a)** **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:**
- **(b)** **Have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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 (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.**

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Approved as to form
John S. Ridilla 1/27/11
John S. Ridilla Date
Deputy City Attorney

_____
Signature

_____
Title

Sworn to before me this ____ day of_____, _____

_____
Signature

_____
Notary Public, Judge or other Official

Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose 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.

Approved as to form

John S. Ridilla 1/27/11

John S. Ridilla
Deputy City Attorney

Date

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CalEMA 2-232
Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:

[b] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[b] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[a] a. initial filing
b. material change

For Material Change Only:

Year _____ Quarter _____

date of last report _____

4. Name and Address of Reporting Entity:

City of Las Vegas, 400 Stewart Ave., Las Vegas, NV 89101

[ ] Prime [✓] Subawardee

Tier, *If known:* _____

Congressional District, *if known:* _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Nevada Department of Transportation
123 E. Washington Avenue
Las Vegas, NV 89101

Congressional District, *if known:* _____

6. Federal Department/Agency:

Federal Highway Administration

7. Federal Program Name/Description:

Federal Scenic Byway Funds

CFDA Number, if applicable: 20.205

8. Federal Action Number, *if known:* _____

9. Award Amount, *if known:* $807,039.00

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

Ball Janik, LLP 1455 F Street, NW, Suite 225, Washington DC 20005

b. Individuals Performing Services
(last name, first name, MI - include address if different from 10a)

Victoria Cram

11. Amount of Payment (check all that apply) :

$12,500/Month [✓] Actual [✓] Planned

12. Form of Payment *(check all that apply):*

[✓] a. cash
[ ] b. in-kind; specify:

nature _____ value _____

13. Type of Payment *(check all that apply):*

[✓] a. retainer
[ ] b. one-time fee
[ ] c. commission
[ ] d. contingent fee
[ ] e. deferred
[ ] f. other; specify: _____

Approved as to form
John S. Ridilla 1/27/11
John S. Ridilla Date
Deputy City Attorney

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)

Legislative and Governmental Relations Consulting Services from 01/01/04 to present.

15. Continuation Sheet(s) SF-LLL-A attached: ( ) Yes (•) No

16. Information requested through this form is authorized by *Title 31 U.S.C. Section 1352.* This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to *31 U.S.C. 1352.* This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Name: Oscar B. Goodman
Title: Mayor, City of Las Vegas
Telephone: (702) 229-6241 *(area code)*
Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form – LLL

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for 3 Angry Wives Pub, Location: 8820 West Charleston Boulevard, Suite 105 (parking lot), Date: March 17, 2011, Type: Special Event General, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - 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 11:00 a.m. - 1:00 a.m. Estimated attendance is 1,000. Security provided by Global Security.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for First Friday subject to the provisions of the planning and fire codes, Location: 1130 South Casino Center Boulevard, Dates: March 4 and April 1, 2011, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Richard Dominguez - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 10:00 p.m. Estimated attendance is 3,500. Security provided by Las Vegas Metropolitan Police Department.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Business Name and Change of Location for an Alcoholic Beverage Caterer License, Chef's Pantry, LTD, dba From: Chef's Pantry Cafe, 2215 Thomas W. Ryan Boulevard, To: Chef's Pantry LTD, 9421 Quiet Valley Avenue, Leonard Tempelman, Mgr, 50% and Donna Tempelman, Mgr, 50% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name and Change of Location for an Alcoholic Beverage Caterer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Martial Arts Instruction Business License, Marc Scott Gitelman, dba NV Tae Kwon Do, 2380 North Buffalo Drive, Suites 130 and 135, Marc Gitelman, Owner, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Martial Arts Instruction Business License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class II Secondhand Dealer License, ROI Enterprises, LLC, dba Gold & Beyond, 376 West Sahara Avenue, Roi Zalach, Mgr, 50% and Karen Zalach, Mgr, 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 Class II 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 and subject to the following conditions:

1. Limited to the sale of jewelry, gemstones, artwork, home furnishings, electronic devices, musical instruments/equipment, sports equipment, luggage, brief cases, wallets, wearing apparel, office and gift shop products.

2. No handguns or rifles are allowed to be sold or taken in as trade.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Damon Cortazzo, dba The Gold Deposit, 4300 Meadows Lane, #6506, Damon Cortazzo, Owner, 100% - 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 and subject to the following condition:

1. Limited to buying and selling gold, silver, platinum jewelry and coins.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for R2K Enterprises, LLC, dba R2K Studio, Location: 1201 South Commerce Street, Dates: March 4 and April 1, 2011, Type: Special Event General, Event: R2K First Friday Event, Responsible Person in Charge: Christopher Reabold - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 11:59 p.m. Estimated attendance is 99. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Downtown Guitar Bar LLC, Location: 1106 South 3rd Street, Dates: March 4, 5, 11 & 12, 2011, Type: Special Event General, Event: Singer Songwriter Competition, Responsible Person in Charge: Alicia Carter - 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 are 8:00 p.m. - 2:00 a.m. Estimated attendance is 30. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Bunkhouse Saloon, Location: 124 South 11th Street, Date: March 11, 2011, Type: Special Event General, Event: Neon Reverb Music Festival, Responsible Person in Charge: Keith Fox - 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 9:00 p.m. - 2:00 a.m. Estimated attendance is 400. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Supplemental Interlocal Contract No. 1 (638a) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for improvements associated with the Fiscal Year 2011 Annual Restorations and Preservation projects ($490,000-RTC) – Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $490,000
Funding Source: RTC
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on June 10, 2010 for improvements associated with the Fiscal Year 2011 Annual Restorations and Preservation projects. This Supplemental Interlocal Contract No. 1 will increase project funding in the amount of $490,000. Total cost of the project shall not exceed $2,470,000. The Regional Transportation Commission of Southern Nevada approved this contract at their January 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 1 - 638a

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
ARTERIAL RECONSTRUCTION PROJECTS FISCAL YEAR 2011

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1, made and entered into this 13th day of January, 2011 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY and the Regional Transportation Commission of Southern Nevada hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, the Regional Transportation Commission may approve and fund projects to improve streets or highways; and

WHEREAS, a Project to design, perform construction inspection and construct roadway improvements associated with the Fiscal Year 2011 Annual Restoration and Preservation Projects, being located totally within the CITY, has been approved by the RTC.

WHEREAS, the parties have executed an Interlocal Contract dated June 10, 2010; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY wishes to increase Project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows:

SECTION II – PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding for Project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction and engineering shall not exceed $2,470,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $2,370,000 and for engineering design at a cost not to exceed $100,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated June 10, 2010 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

1/13/11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

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 and Legality:

John S. Ridilla 2/3/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Interlocal Contract 675 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to proceed with funding for the engineering design for the Downtown Pedestrian and Bicycle Improvements Project ($1,000,000-RTC) – Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,000,000
Funding Source: RTC
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:
This Interlocal Contract applies to all improvements associated with the Downtown Pedestrian and Bicycle project which will provide for bicycle lanes and pedestrian improvements within a one-mile radius of the Bonneville Transit Center, in accordance with Federal Transit Administration criteria. These improvements will enhance multi-modal connectivity to the Downtown area and to the newly completed Bonneville Transit Center. The RTC agrees to provide funds for project costs. Total cost of the contract shall not exceed $1,000,000. The Regional Transportation Commission of Southern Nevada approved this contract at their January 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract 675

INTERLOCAL CONTRACT
DOWNTOWN PEDESTRIAN AND BICYCLE IMPROVEMENTS

THIS INTERLOCAL CONTRACT made and entered into this 13th day of January, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, a Project for the design, right-of-way acquisition and right-of-way other for Downtown Pedestrian and Bicycle Improvements within one-mile radius of the Bonneville Transit Center, located wholly within the CITY has been approved by the Regional Transportation Commission of Southern Nevada.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the Project as it is mutually agreed and understood, as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the design of pedestrian and bicycle improvements, including right-of-way acquisitions, right-of-way other, roadway improvements, curb and gutter replacement, ADA accessibility improvements, sidewalk widening, bicycle markings and signing, traffic signals, street lighting, landscaping and all other required components within one-mile radius of the Bonneville Transit Center. The improvements will be designed in accordance with FTA criteria.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, right-of-way acquisition, and right-of-way other shall not exceed $1,000,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $900,000, right-of-way acquisition in the amount not to exceed $80,000 and for right-of-way other in amount not to exceed $20,000 at the time written "Authorization to Proceed" is received from the RTC.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and Project signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a project.

5. Upon completion of the construction of the Project, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The Project must be completed to the satisfaction of the RTC prior to December 31, 2012. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is effective as of the date first set forth above.

Date of Commission Action:

1/13/11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan

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 and Legality:

John S. Ridilla 2/3/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Second Supplemental Interlocal Contract LAS23C08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to January 9, 2012 for the construction of the Horse Drive Interchange project – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On July 10, 2008 the District approved an Interlocal Contract for construction associated with the Horse Drive Interchange project. On April 9, 2009 the First Supplemental Interlocal Contract decreased the construction funding due to favorable bids. This Second Supplemental Interlocal Contract will extend the completion date to January 9, 2012. The Clark County Regional Flood Control District approved this contract at its January 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS23C08

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

HORSE DRIVE INTERCHANGE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of January, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Number CN95 0199, 0218, 0257, 0259, 0313, 0318 and 0333 hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the City wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to January 9, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated July 10, 2008, and the First Supplemental Interlocal Contract dated April 9, 2009, shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Ridilla 1/31/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

January 13, 2011

Regional Flood Control District

By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: [signature] Jan 13, 2011
Christopher Figgins Date
Chief Deputy District Attorney

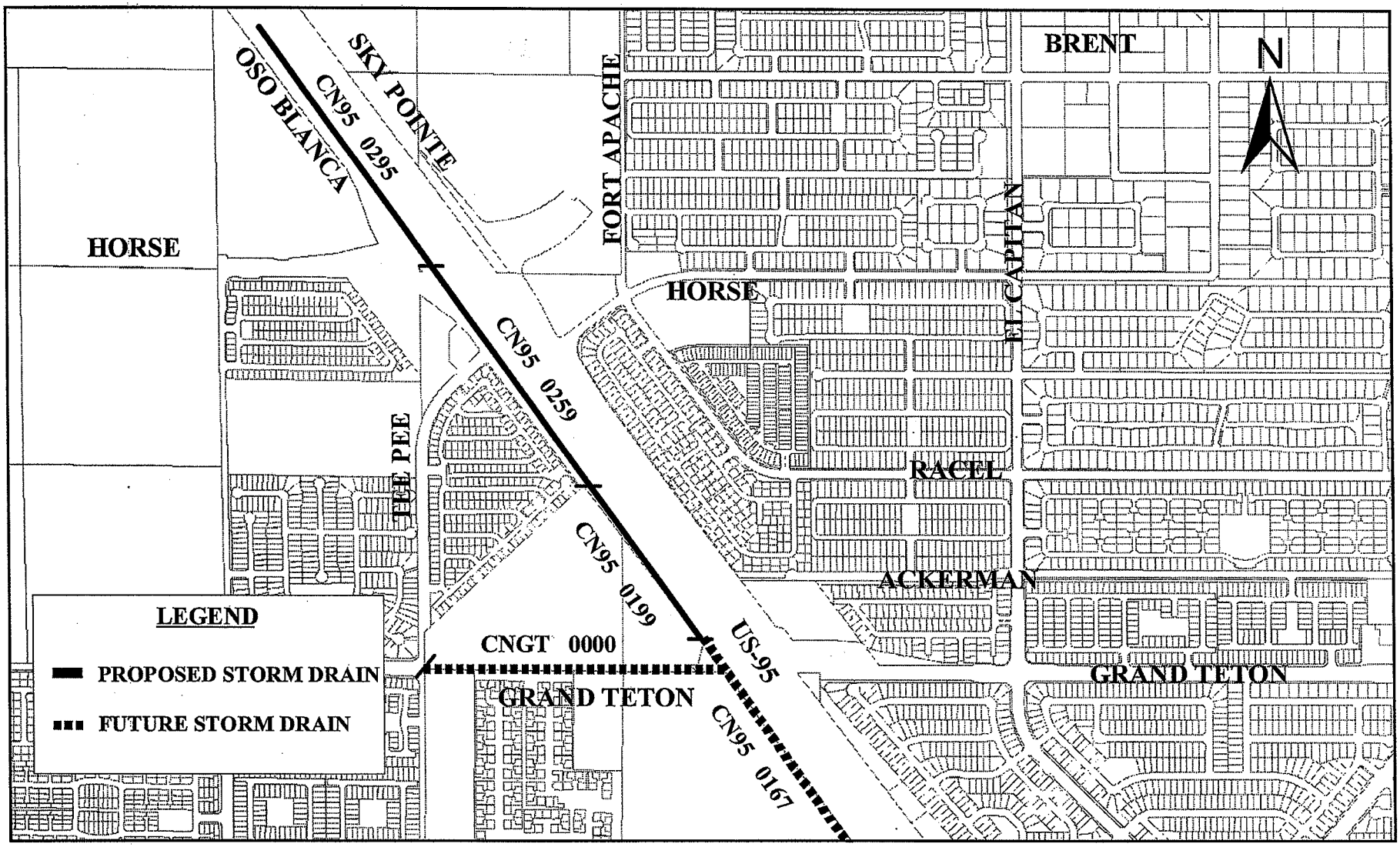

EXHIBIT A
HORSE DRIVE / US 95 INTERCHANGE(LAS23C08)

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Horse Drive to US 95 Interchange

LAS23C08

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 3, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of First Supplemental Interlocal Contract LAS24F10 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to decrease construction funding in the amount of $6,791,017.34 and approve a waiver of the design cap for the construction of the Gowan Outfall – Lone Mountain Branch, Rancho Drive to Decatur Boulevard – Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On February 11, 2010 the District approved an Interlocal Contract for construction associated with the Gowan Outfall – Lone Mountain Branch, Rancho Drive to Decatur Boulevard project. This First Supplemental Interlocal Contract will decrease the construction funding due to favorable bids and approve a waiver of the design cap. The total cost of the contract shall not exceed $10,900,472.66. The Clark County Regional Flood Control District approved this contract at its January 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS24F10

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN OUTFALL – LONE MOUNTAIN BRANCH (RANCHO DRIVE TO DECATUR BOULEVARD)

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of January, 2011 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update, as facilities GOLO 0152, GOLO 0165, GOLO 0228, GOLO 0253 and GOLO 0275 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the City wishes to decrease construction funding for the Project and approve a waiver of the 17% design engineering cap.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed $1,045,000.

2. Construction at a cost not to exceed $9,855,472.66.

3. The total cost of the contract shall not exceed $10,900,472.66 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated February 11, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to form

By: John S. Ridilla 1/31/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

January 13, 2011

Regional Flood Control District

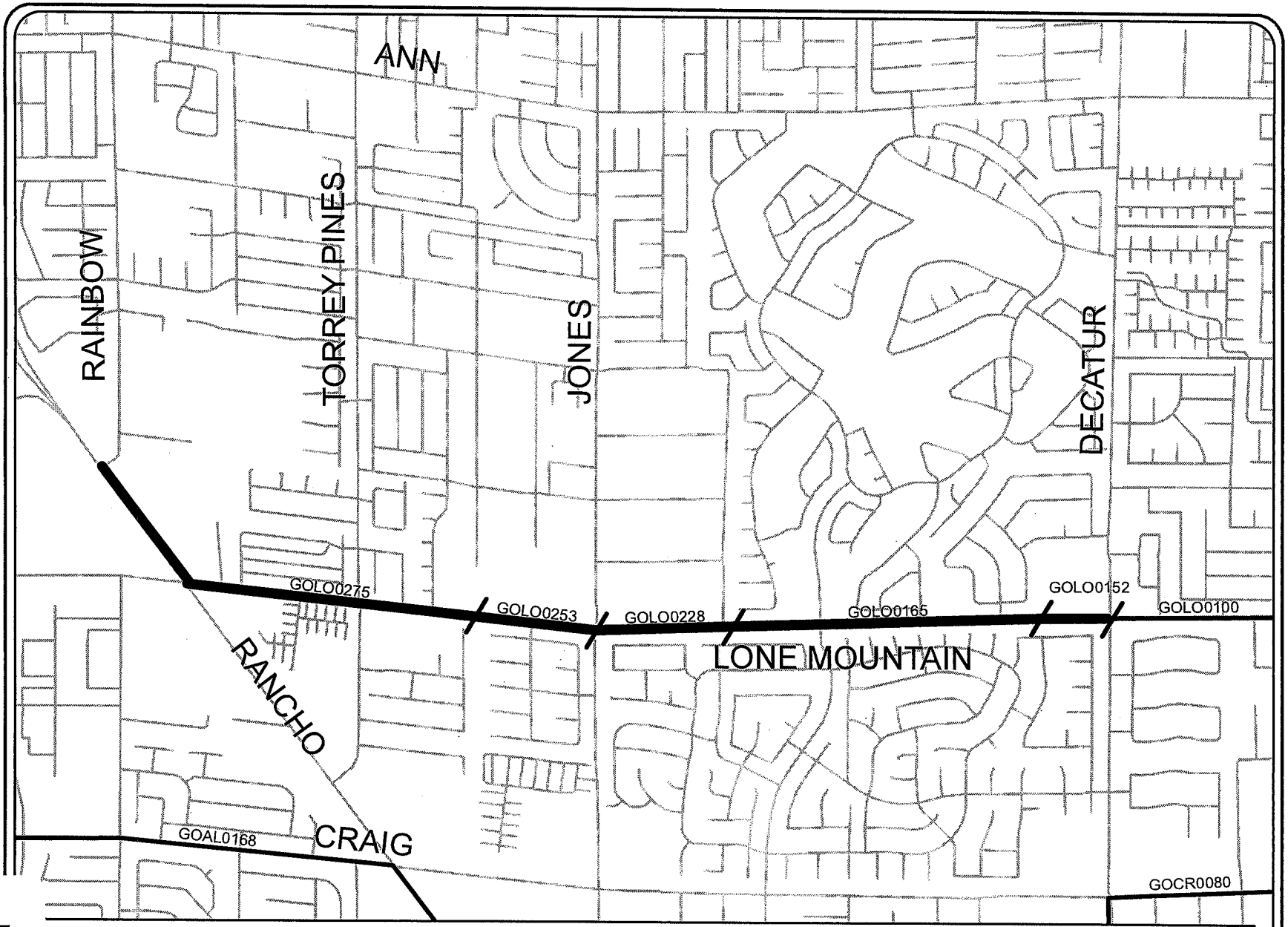
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Jan 13, 2011
Christopher Higgins Date
Chief Deputy District Attorney

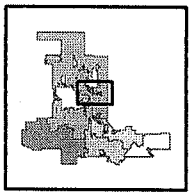


Public Works
Flood Control Planning

N

LEGEND

- FUTURE REGIONAL FACILITY
- PROPOSED REGIONAL STORM DRAIN FACILITY
- EXISTING REGIONAL FACILITY



LAS24F10

EXHIBIT A
GOWAN OUTFALL - LONE MOUNTAIN BRANCH
(RANCHO DRIVE TO DECATUR BOULEVARD)

FEB 10

(LAS24F10)

F:\SDepot\Engineering_Planning\Floods\ARCVIEW\Exhibit A - Gowan Outfall - Lone Mountain Branch (LAS\XXX10)_01062010.mxd

Due to continuous development activity this map is for reference only.

0 740 1,480
Feet

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 4 to the Grant and Cooperative Agreement L05AC13234 between the City of Las Vegas and the Bureau of Land Management to extend the performance date for the Multi-Use Transportation Trails Phase II project funded under the Southern Nevada Public Lands Management Act (SNPLMA) – Wards 1, 2, 3 and 4 (Tarkanian, Wolfson, Reese and Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into a Cooperative Agreement with the Bureau of Land Management on August 4, 2005 for the Multi-Use Transportation Trails Phase II project. This Amendment to the Grant and Cooperative Agreement will extend the performance date to December 31, 2011 to allow for project close-out and reimbursements. This Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L05AC13234

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L05AC13234	0004	02/03/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
David Bower
702-229-6272

10. RESEARCH, PROJECT OR PROGRAM TITLE
City of Las Vegas Multi-Use Transportation Trails Phase 11

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
08/04/2005 through 12/31/2011

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$9,540,009.14	PREVIOUS	$9,540,009.14
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$9,540,009.14
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$9,540,009.14		

14. ACCOUNTING AND APPROPRIATION DATA

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 2/3/11
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L05AC13234 11. PURPOSE: The purpose of this amendment is to extend the period of performance; provide guidance for any future extension; notify of change in form used for financial reporting and incorporate required language in the terms and conditions, and reflect the actual CFDA as 15.235, Southern Nevada Public Land Management Act. A. Provides for a no-cost performance period extension from 08/04/2010 to 12/31/11. This is for the activities in the agreement to be brought compliance with allowed expenditures, policies, procedures, and business rules outlined in the SNPLMA Implementation Agreement, requirements in the Secretary's Decision Documents, and federal regulations governing Financial Assistance and expenditures. This extension was approved by the SNPLMA Executive Committee on 09/03/10. B. This no-cost extension clarifies the following: Regarding future time extensions, as indicated by the SNPLMA Division, some recipient agencies may need additional time beyond 12/31/11. As required by the SNPLMA Division, and restated here for clarification, for any project that cannot be completed before 12/31/11, the affected entity must submit a request for an additional time extension no later than 6/30/11, including an updated work plan. The award amounts in Box 13A reflect only the remaining balance at the time of the BLM's conversion to a new financial system in FY2009. The actual total award is as follows: Previous obligation = $11,151,360.00 this action = $00.00, Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	total obligation = $11,151,360.00. C. OMB has issued a new Federal Financial Report (form SF-425) which replaces the Cash Transactions Report (form SF-272). This Amendment revises Section VIII. B. Quarterly Status Report 2.D. from: SF-272 Cash Transactions Report to SF-425 Federal Financial Report. Submit this report to the BLM Program Officer (PO), with a copy to the Grants Management Officer (GMO). D. Incorporate into the Terms and Conditions section of each agreement the following: Effective January 21, 2011 the following revisions to this term will apply to this agreement: 43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace Drug-free workplace. You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D; 41U.S.C. 701-707. E. The CFDA # is 15.235 Southern Nevada Public Land Management Act. F. All other terms and conditions remain unchanged. Legacy Doc #: NAF05LV14 Period of Performance: 08/04/2005 to 12/31/2011 BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. Jeff Wilbanks is the BLM Program Officer, SNDO Phone 702-515-5070				

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 5 to the Grant and Cooperative Agreement L05AC12957 between the City of Las Vegas and the Bureau of Land Management to extend the performance date for the Neon Boneyard Park project funded under the Southern Nevada Public Lands Management Act (SNPLMA) – Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into a Cooperative Agreement with the Bureau of Land Management on August 4, 2005 for the Neon Boneyard Park project. This Amendment to the Grant and Cooperative Agreement will extend the performance date to August 4, 2011 to allow for project close-out and reimbursements. This Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L05AC12957

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L05AC12957	0005	02/01/2011	

5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso, City of Las Vegas
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Neon Boneyard Park Project, SNPLMA, Priority 5/25, Project LV16

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
08/04/2005 through 08/04/2011

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$5,227,200.00	PREVIOUS	$5,227,200.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$5,227,200.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$5,227,200.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR	Gretchen W. Eykelbosh		775-861-6740	gretchen_eykelbosh@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 2/3/11
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L05AC12957 11. PURPOSE: The purpose of this amendment is to extend the period of performance; provide guidance for any future extension; notify of change in form used for financial reporting and incorporate required language in the terms and conditions, and reflect the actual CFDA as 15.235, Southern Nevada Public Land Management Act. A. Provides for a no-cost performance period extension from 09/30/09 to 08/04/11. This is for the activities in the agreement to be brought compliance with allowed expenditures, policies, procedures, and business rules outlined in the SNPLMA Implementation Agreement, requirements in the Secretary's Decision Documents, and federal regulations governing Financial Assistance and expenditures. This extension was approved by the SNPLMA Executive Committee on 04/20/10. B. OMB has issued a new Federal Financial Report (form SF-425) which replaces the Financial Status Report (form SF-269a). This Amendment revises Section VIII. B. Quarterly Status Report 2.d., from: SF-269a Financial Status Report to SF-425 Federal Financial Report, and 2.e., delete reference to SF-272. Submit this report to the BLM Program Officer (PO), with a copy to the Grants Management Officer (GMO). C. Incorporate into the Terms and Conditions section of each agreement the following: Effective January 21, 2011 the following revisions to this term will apply to this agreement: 43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace. You, as the recipient, must comply with drug-free Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D; 41U.S.C. 701-707. D. The CFDA # is 15.235 Southern Nevada Public Land Management Act. E. All other terms and conditions remain unchanged. Legacy Doc #: NAF05LV13 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 08/04/2005 to 08/04/2011 BLM Point of Contact (POC) is Gretchen Eykelbosh, Grants and Agreements Specialist, 775-861-6740. Jeff Wilbanks is the BLM Program Officer, SNDO Phone 702-515-5070				

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Supplemental Interlocal Contract No. 7 (457g) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease the funding in the amount of $1,000,000 for Bonneville/Clark One-Way Couplet - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Regional Transportation Commission (RTC) entered into an Interlocal Contract with the City of Las Vegas on November 13, 2003, and supplemental interlocal contracts dated December 14, 2006, November 13, 2008, May 21, 2009, June 11, 2009, March 11, 2010 and October 14, 2010 for the construction, design and acquisition of roadway improvements for the Bonneville/Clark One-Way Couplet project. This Supplemental Interlocal Contract No. 7 will decrease project funding in the amount of $1,000,000. Total cost of the project shall not exceed $9,190,000. The Regional Transportation Commission of Southern Nevada approved this contract at their January 13, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 7 – 457g

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7
BONNEVILLE/CLARK ONE-WAY COUPLET

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7 made and entered into this 13th day of January, 2011 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on November 13, 2003 and Supplemental Interlocal Contracts on December 14, 2006, November 13, 2008, May 21, 2009, June 11, 2009, March 11, 2010 and October 14, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Bonneville/Clark One-Way Couplet, from Main Street to Charleston Boulevard located wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY wishes to decrease Project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION II – PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering, right-of-way acquisition and right-of-way other shall not exceed $9,190,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $6,590,000, engineering design at a cost not to exceed $2,400,000, right-of-way acquisition at a cost not to exceed $100,000 and right-of-way other at a cost not to exceed $100,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the interlocal contract dated November 13, 2003, and supplemental interlocal contracts dated December 14, 2006, November 13, 2008, May 21, 2009, June 11, 2009, March 11, 2010 and October 14, 2010 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 7 is effective as of the date first set forth above.

Date of Commission Action:

1/13/11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan

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 and Legality:

John S. Ridilla 2/3/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RESOLUTIONS:

R-7-2011 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to Prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2012) ($62,800 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $62,800
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This resolution directs the Director of Public Works to prepare the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July 1, 2011 through June 30, 2012.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-7-2011

RESOLUTION NO. R-7-2011

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance) (hereinafter the "District") to defray the annual maintenance costs of a street beautification project within such District (hereinafter the "Maintenance Project"); and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Maintenance Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project in the District for FY2012 (including all necessary incidentals, which either have been or will be incurred in connection with the District) is $62,800 of which $-0- is available from other sources and $62,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. All of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
$62,800	$62,800	$- 0 -

Section 3. The Director of Public Works (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Maintenance Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls

and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 2, 2011.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

2/15/11
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 2, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting

is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 2, 2011, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 2, 2011.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RESOLUTIONS:

R-8-2011 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2012) ($62,800 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $62,800
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This resolution defines the time and place for a public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane for the period July 1, 2011 through June 30, 2012.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-8-2011

RESOLUTION NO. R-8-2011

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012) AND CALLING A HEARING ON THE ASSESSMENT ROLL.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2012) (hereinafter the "District") to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Maintenance Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases); and

WHEREAS, NRS 271.360 and 271.378 provides that the City Council may determine the cost of the Maintenance Project for the fiscal year to be assessed after making the contract, or after determining the net cost to the City; and

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2012 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $62,800, of which $-0- is available from other sources and $62,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Maintenance Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter, the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The Engineer has reported the final assessment roll to the City Council and has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, who may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the Officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
$62,800	$62,800	$-0-

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 6, 2011, at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final

assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Maintenance Project in "City of Las Vegas, Nevada, Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2012)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers or a designee and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, or any claim is barred by an appropriate statute of limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012)

NOTICE IS HEREBY GIVEN, that the final assessment Roll for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2012) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 2, 2011, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The

landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 6, 2011, at 1:00 p.m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 31, 2011, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and,

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than March 31, 2011, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 2, 2011.

BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) working days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on March 2, 2011.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to form:

2/15/11
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 2, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 2, 2011, is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B" and a copy of the minutes of the public hearing held on April 6, 2011, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this April 6, 2011.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on April 6, 2011)

STATE OF NEVADA)
) **ss.**
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

Beverly K. Bridges does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on March _____, 2011, being at least twenty (20) days prior to the hearing, on April 6, 2011, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situated within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

_____
BEVERLY K. BRIDGES, MMC
City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this _____ __, 2011.

My commission expires _____.

_____
Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RESOLUTIONS:

R-9-2011 - Approval of a Resolution Determining the Cost and Directing the Director of Public Works to prepare the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) ($252,402 - Capital Projects Fund - Special Assessments) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,402
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This resolution directs the Director of Public Works to prepare the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of the SID from July 1, 2011 through June 30, 2012. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-9-2011

RESOLUTION NO. R-9-2011

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO PREPARE THE FINAL ASSESSMENT ROLL FOR FY2012 AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project, as defined in NRS 271.063 (the "Project"), within the District; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) for FY2012 is $252,402, of which $-0- is available from other sources, and $252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. The total cost of the Project to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the Project shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
$252,402	$252,402	$-0-

Section 3. The Director of Public Works (hereinafter, the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the City Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 2, 2011.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to Form:

2/15/11
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on March 2, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

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

7. A copy of such notice so given of the meeting of the City Council on March 2, 2011, is attached to this certificate as Exhibit "A."

IN WITNESS WHEREOF, I have hereunto set my hand on this March 2, 2011.

(SEAL)

BEVERLY K. BRIDGES, MMC, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RESOLUTIONS:

R-10-2011 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) ($252,402 - Capital Projects Fund - Special Assessments) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,402
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This resolution defines the time and place for a public hearing on the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of the SID from July 1, 2011 through June 30, 2012. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-10-2011

RESOLUTION NO. R-10-2011

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project, as defined in NRS 271.063 (the "Project"); and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.377, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402, of which $0 is available from other sources and $252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter, the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The Engineer has reported the final assessment roll to the City Council and the Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project, and only that property which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the proposed final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. The total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the Project shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
$252,402	$252,402	$-0-

Section 3. The proposed final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 6, 2011 at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in the District and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Such publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the

parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the final assessment roll for the City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 2, 2011, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; and b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 6, 2011, at 1:00 P.M. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 31, 2011, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct,

confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than March 31, 2011, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 2, 2011.

/s/ BEVERLY K. BRIDGES
BEVERLY K. BRIDGES, MMC, City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) working days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on March 2, 2011.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC City Clerk

Approved as to form:

2/15/11

Assistant City Attorney Date

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 2, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye: Oscar B. Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

Those Voting Nay: _____
_____

Those Absent: _____
_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

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

7. A copy of such notice so given of the meeting of the City Council on March 2, 2011, is attached to this certificate as Exhibit "A." A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B," and a copy of the minutes of the public hearing held on April 6, 2011, is attached hereto as Exhibit "C."

IN WITNESS WHEREOF, I have hereunto set my hand on this March 2, 2011.

(SEAL)

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on April 6, 2011)

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

I, Beverly K. Bridges, do hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on March _____, 2011, being at least twenty (20) days prior to the hearing on April 6, 2011, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll."

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this _____ ___, 2011.

My commission expires _____.

_____
Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RESOLUTIONS:

R-11-2011 - Approval of a Resolution acknowledging the Smith Center For the Performing Arts development and operation of a park within Symphony Park and supporting The Smith Center and the Culinary Training Academy grant application to the Economic Development Administration to request funding to construct and equip the proposed food and beverage pavilion being designed for Parcel M3 in Symphony Park - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Subsequent to the Agreement To Design, Construct And Lease A Performing Arts Center, City Parkway V, Inc. entered into a Memorandum Of Understanding with The Smith Center For The Performing Arts (PAC) where PAC could accept a gift of Parcel M3 in Symphony Park from City Parkway V, Inc., and then develop and operate a park on the parcel. The design of the park would include a pavilion where food and beverages could be served. The Culinary Training Academy responded to a request for proposal from PAC to operate the food and beverage services at The Smith Center and the park. Culinary Training Academy and PAC are applying for a grant through the Economic Development Administration that funds the construction and equips the pavilion. The grant application requires a resolution acknowledging that the organization is acting in cooperation with the City for the development, construction and maintenance of the proposed food and beverage pavilion to be located in Symphony Park to be operated by the Culinary Training Academy.

RECOMMENDATION:
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the city.

BACKUP DOCUMENTATION:
Resolution No. R-11-2011

RESOLUTION NO. R-11-2011

RESOLUTON ACKNOWLEDGING THE SMITH CENTER FOR THE PERFORMING ARTS DEVELOPMENT AND OPERATION OF A PARK WITHIN SYMPHONY PARK AND SUPPORTING THE SMITH CENTER AND THE CULINARY TRAINING ACADEMY GRANT APPLICATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION TO REQUEST FUNDING TO CONSTRUCT AND EQUIP THE PROPOSED FOOD AND BEVERAGE PAVILION BEING DESIGNED FOR PARCEL M3 IN SYMPHONY PARK

WHEREAS, City Parkway V, Inc., a Nevada nonprofit corporation and an affiliate of the City of Las Vegas ("CPV") and The Smith Center For The Performing Arts, a Nevada non-profit corporation("PAC") entered into a Memorandum Of Understanding on July 7, 2010 whereby CPV may gift a certain parcel of real property known as Parcel M3 located in Symphony Park in downtown Las Vegas, Nevada to PAC and PAC would then develop and operate a park which would be available as a performance venue for outdoor concerts and events and include, among other things, a food and beverage pavilion; and

WHEREAS, the City of Las Vegas, Nevada, ("City") has entered into the Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated November 4, 2009, as amended by that certain Amendment to Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated December 1, 2010 by and among PAC and CPV which provides, among other things, that the City would construct and develop a performing arts center to be leased and operated by PAC; and

WHEREAS, PAC is dedicated to developing, constructing and operating a performing arts center campus in Symphony Park which is located within the boundaries of the city of Las Vegas and will benefit the residents of the city and Southern Nevada and foster the growth of cultural amenities and economic development in City and the region; and

WHEREAS, Culinary Training Academy has responded to a Request For Proposal by the PAC to operate the food and beverage services at the Smith Center For The Performing Arts; and

WHEREAS, the CTA's role at the PAC, in providing all the food and beverages and extending a high level of customer service to all patrons, will help fulfill the mission of the PAC to create a family-friendly cultural venue that attracts residents from throughout the Las Vegas Valley; and

WHEREAS, the CTA is an internationally recognized labor-management partnership between the Culinary and Bartenders Union and resort/gaming properties in Las Vegas, Nevada with a mission of helping people develop great careers in the hospitality industry; and

WHEREAS, the CTA and PAC desire to submit an application to the Economic Development Administration seeking certain grant funds to construct and equip a food and beverage pavilion at the park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS that the PAC is acting in cooperation with the City for the development, construction and maintenance of the proposed food and beverage pavilion to be located in Symphony Park to be operated by CTA; and

RESOLVED, FURTHER, that the City is supportive of the CTA's and PAC's grant application to the Economic Development Administration for funding to construct and equip the food and beverage pavilion to be located in Symphony Park.

PASSED, ADOPTED, AND APPROVED this 2nd day of March, 2011.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

D. Pinkerton 2/22/11
Date

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1400 North Tonopah Drive in the amount of $3,524 (General Fund) and assess a maximum of $32,050 in daily civil penalties. PROPERTY OWNER: 1400 TONOPAH NORTH CORPORATION - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,524
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to remove all high weeds and grass in front yard, remove all trash, debris, and discarded items in all yards, including tree that has fallen on the south side of the property. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $171,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,000 invoice for American Demolition in addition to other fees assessed for a total of $3,524 and consider assessing a maximum of $32,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 2, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1400 North Tonopah Drive in the amount of $3,524 (General Fund) and assess a maximum of $32,050 in daily civil penalties. PROPERTY OWNER: 1400 TONOPAH NORTH CORPORATION – Ward 1 (Tarkanian)

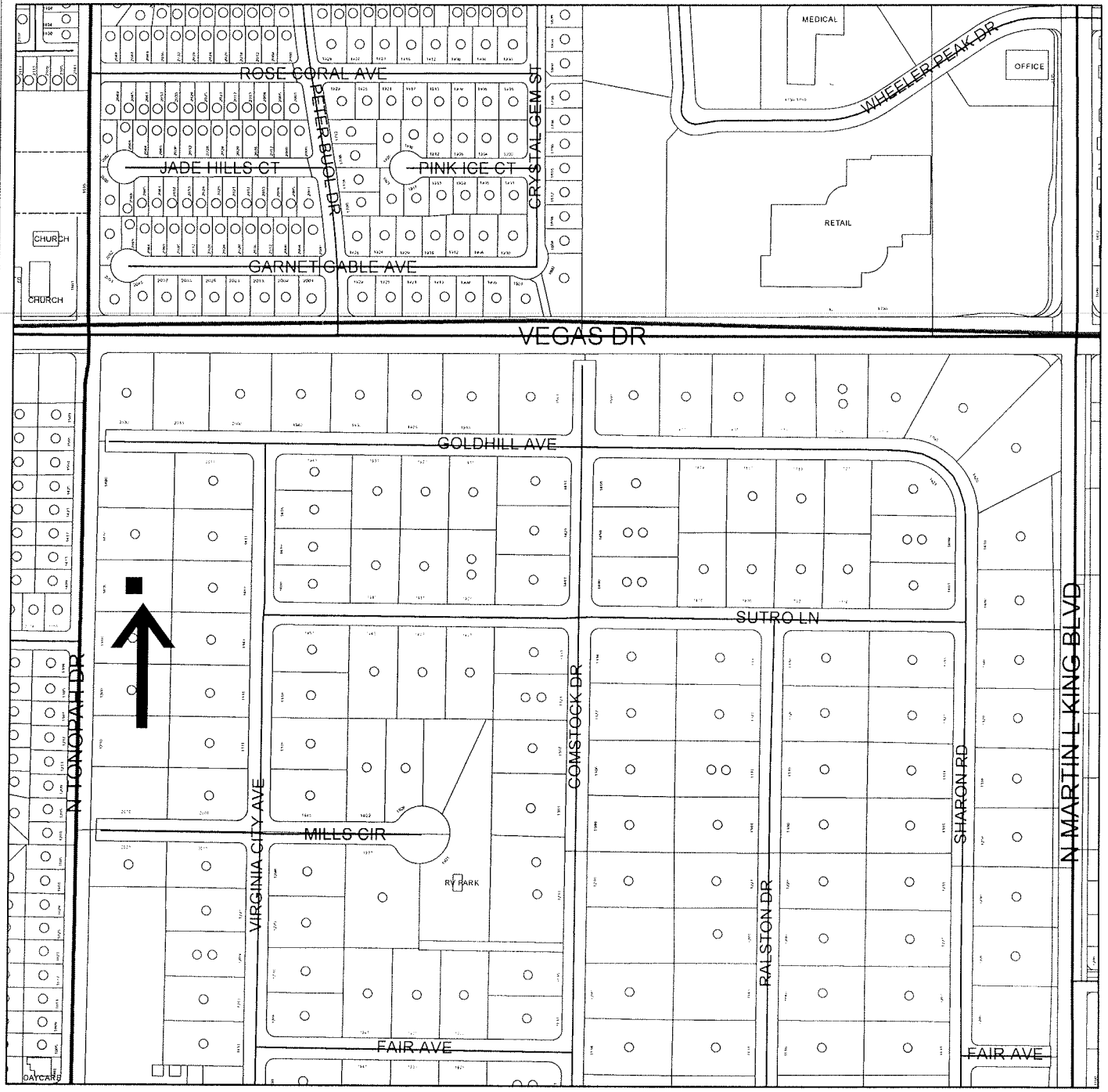
American Demolition completed work on August 19, 2010 at a cost of $1,000; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,524.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1400 N TONOPAH DRIVE
CROSS STREETS - MLK//VEGAS

City of Las Vegas Vicinity Map



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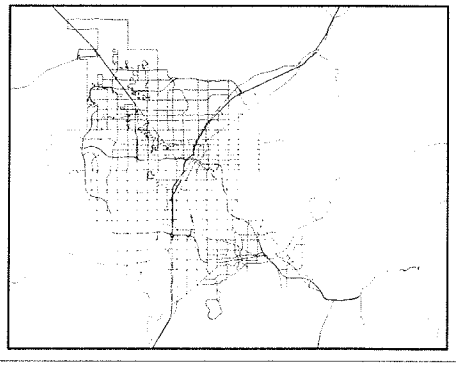
0 220 440 880 Feet

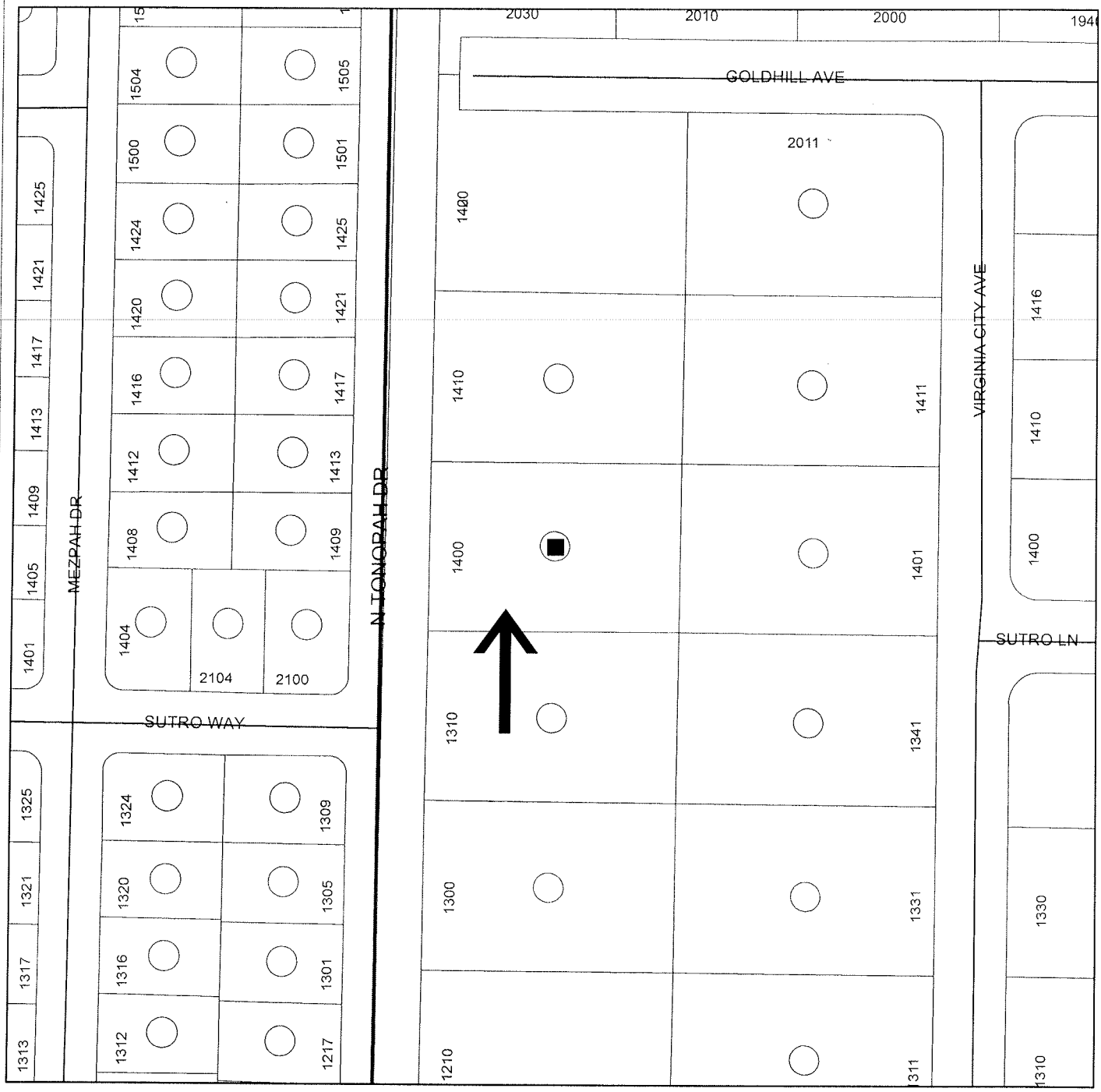


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

1400 N TONOPAH DRIVE
CROSS STREETS - MLK//VEGAS

City of Las Vegas Vicinity Map



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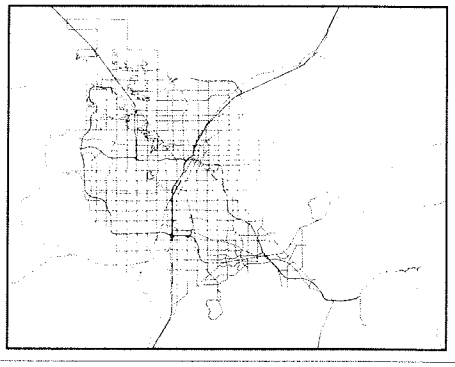
0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: February 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 1400 North Tonopah Drive - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance 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.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by cutting and removing all high weeds and grass in front yard, removing all trash, debris, and discarded items in all yards, including tree that has fallen on the south side of the property. The abatement was completed by American Demolition on August 19, 2010 at a cost of $1,000.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Cut/remove all high weeds/grass in front yard.	$300.00
Remove all trash/debris, and discarded items in all yards, including tree that has fallen on the south side of the property.	$700.00
AMOUNT DUE:	$1,000.00
Administrative Processing Fee:	$150.00
Sub-Total:	$1,150.00
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,524.00**
Daily Civil Penalties – 67 days @ $500 a day (excluding civil penalty fees already assessed) June 14, 2010 to August 19, 2010	**$32,050.00**
MAXIMUM TOTAL:	**$35,574.00**
OWNER OF RECORD	1400 TONOPAH NORTH CORPORATION
PROPERTY ABATED:	1400 North Tonopah Drive
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-28-110-063
LEGAL DESCRIPTION:	BONANZA VILLAGE TRACT
	PLAT BOOK 2 PAGE 69
	LOT 5 BLOCK 8

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praeppich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: Jack Praeppich

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4376-1

Artilur Williams

Notary Public in and for Clark County,
State of Nevada

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

NOTICE OF PUBLIC HEARING

MARCH 2 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MARCH 2, 2011,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **1400 NORTH TONOPAH DRIVE – Case #88078**. The Director of Neighborhood Services certifies that the sum of **$3,524.00** was expended and Civil Penalties in the sum of **$32,050.00** may be imposed for a total of **$35,574.00**. Owner of record at time of abatement: **1400 TONOPAH CORPORATION – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 88078

1400 N TONOPAH DR - Map # 02324-21 Parcel 13928110063

Owner Information:

1400 TONOPAH NORTH CORPORATION
39374 SPANISH BAY PL
DAVIS, CA 95616-7013

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: One of the trees on the property has fallen over and neighbor thinks there is at least three more getting ready to fall and feels it is a hazard.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: March 29, 2010

Ward: 5

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403
6/28/10 OPEN Building
Please board/secure property to City of Las Vegas Specifications to prevent unauthorized entry.

AB-006L: 16.08.010 UDB SEC 302 (12)
6/28/10 OPEN Building
Please board/secure building to prevent an attractive nuisance to children and a harbor for vagrants and maintain at all times.

AN-003: 9.04.010 (4) REFUSE & WASTE
4/3/10 OPEN Back yard
Please remove all refuse and waste including fallen tree near the South property line.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
4/3/10 OPEN All yards
Please cut/remove all high weeds over 8 inches in height from public view and maintain at all times.

Chronology of Events:

April 03, 2010 **PHONE CALL**

36) 4-3 Talked with Laura (sister) and was able to fax correction notice to her 702-398-7463 fax number. Talked with her about tree that fell and high weeds. She was going to send her husban over to look at it. I did send by mail today correction notice to spanish bay in Davis, CA.

April 03, 2010 **Insp#: 967547**

36) 4-3 Drove by property on 4-2, took pictures. No one lives at this address, see privious cases. Will contact Sister Laura at 702-354-3298 to see if she will clean property for brother who ownes the place. Mailing correction notice to owner of record in CA. Posted cn block wall next to house.Call back 4-16

April 03, 2010 **CORRECTION NOTICE ISSUED**

April 18, 2010 **PHONE CALL**

36) 4-18 Received message from Laura and by Tuesday the bulk of stuff will be taken care of. Gave extension till 3-23

April 24, 2010	**PHONE CALL**	
	36) 4-24 Called and left message with Owners sister in Ca. 530-304-1994, 5307572027 and informed her to call me due to no progress on property.	
April 26, 2010	**Insp#: 970455**	
	36) 4-26 No return calls from either sister on when or if they are going to take care of the weeds and fallen down tree in the back yard. Correction notice number 2 issued. 120 dollars. Posted on site. Sent correction notice to 1400 tonopah north corpation in Davis, CA.	
April 26, 2010	**CORRECTION NOTICE ISSUED**	
April 30, 2010	**PHONE CALL**	
	ed) Phone call from neighbor: High weeds.	
May 08, 2010	**PHONE CALL**	
	36) 5-8 Called and left message with Sister in Ca. to call me in regards to the property.	
May 10, 2010	**PHONE CALL**	
	36) 5-10 Left message with 530-304-1994 and said that the 3rd correction notice was issued and the next step would be a notice and order on the property.	
May 10, 2010	**PHONE CALL**	
	36) 5-10 Roberta (sister in california) called. She has hopefully talked her brother which is the owner of the property to sign over the power of attorney over to her so she can deal with the problem. I informed her that I sent out the 3rd correction notice with a total fee of 450 as of today. Then she had to use her phone for GPS and said she would call back.	
May 10, 2010	**PHONE CALL**	
	36) 5-10 Finished conversation with Robera (sister to owner) She is going to be out of town for several days, but is going to get her brother to sign papers in the mean time. gave extension till 5-24 for her to get back into town.	
May 10, 2010	**Insp#: 981351**	
	36) 5-10 Drove by property today to see both violations of high weeds and the fallen tree in the side yard to be present. Took pictures. 3rd fail for 180 + 150. Issued correction notice and mailed to owner of record in Ca. and posted on block wall at property. Going to prepare for Notice and Order. Call back 5-16	
May 10, 2010	**CORRECTION NOTICE ISSUED**	
June 04, 2010	**NOTICE AND ORDER ISSUED**	
June 04, 2010	**Insp#: 988085**	
	36) 6-4 Posted notice and order and took pictures. High weeds and refuse and waste still present at property. Call back 6-15 36) 6-28 Added open and accessible to violations. Someone has broken a window and the back slider is open. Resubmit notice and order. Call back 7-9	
June 10, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded Nuisance N&O To Comply dated 6/4/10	
June 21, 2010	**BID PREPERATION**	
	21)forward case file and bid sheet to LD for bids to remove fallen tree in rear and high grass weeds frontyard	
June 22, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	ed) Bid request and map sent to all contractors. Due 6/25.	
June 25, 2010	**BID RECEIVED**	
	ed) RECORDED & SCANNED BIDS RECEIVED: 1-AMER DEMO=$1000; 2-WEAVER=$1150	

July 01, 2010	**10 DAY NOTICE PROCESSING**	
	ed) Prep, scanned and sent 10-day Notice to Abate to: 1400 TONOPAH NORTH CORPORATION, 39374 SPANISH BAY PL, DAVIS, CA 95616-7013	
July 01, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
July 07, 2010	**Insp#: 998796**	
	17) Posted 10-day. Refuse and high weeds still exists. Gate to front and rear yard padlocked barring entry. Red pickup abandoned in rear yard. NV 347 FBR. Pool in rear, no visible water from limited view. to 36	
July 30, 2010	**Insp#: 1011517**	
	36) 7-30 Property still not in compliance. Forward to 21) to continue abatement.call back 8-6	
August 02, 2010	**BID AWARDED TO CONTRACTOR**	
	21)forward file to office staff-Liz for contrator abatement	
August 09, 2010	**VIDEO REQUEST**	
	ed) Prepared pre-abatement video request - start date 8/10. Request to #21 w/e-mail	
August 10, 2010	**ATTACHMENTS ADDED TO CASE**	
	21)wb not working- pre video and photos done in cc items file	
August 23, 2010	**POST-ABATEMENT VIDEO**	
	21)post video and photos done in cc items file	
August 23, 2010	**VIDEO REQUEST**	
	ed) Received post-abatement video request and returned file to 36	
September 07, 2010	**ADMINSTRATIVE**	
	ENTERED INTO ORACLE TO RECEIVE (RECEIPT #282482 - $1000 TO AMER DEMO); SCANNING, AND CLOSING OF FILE.	
September 20, 2010	**Insp#: 1021397**	
	36) 9-20 Property cleaned by contractor. Case closed.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	04/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/10/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/10/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/04/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/04/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/07/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/07/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/30/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/30/2010	
NUISANCE ABATEMENT FEE	$1,000.00	U	09/23/2010	
ADMINISTRATIVE	$150.00	U	09/23/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$3,470.00**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	A	6/25/10

Bid Amount: 1,000.00
Bid Award Date:
Contractor Start Date:
Description:
CUT HIGH WEEDS/GRASS, REMOVE TRASH/DEBRIS

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	6/25/10

Bid Amount: 1,150.00
Bid Award Date:
Contractor Start Date:
Description:

Revised Bid Information:

Bid #	CONTRACTOR	REQUEST	Requested Date:	New Bid Amount
	APPROVED	APPROVER		
	REASON			

Court Information:

Citation Number: **Name:**
Court Case #:

Citation Issued Date:
Affidavit Submitted Date:
Affidavit Approved Date:
Arraignment Date:
Court:
Department Assigned:
Next Court Date:
Number of Continuances:
Status:
Jail Required:

Fines Assessed:
Court Costs:

Court Sentence:

APN 139-28-110-063

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **1400 TONOPAH NORTH CORPORATION**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-28-110-063**
Commonly known as: **1400 North Tonopah Drive**
Legal Description: **BONANZA VILLAGE TRACT**
PLAT BOOK 2 PAGE 69
LOT 5 BLOCK 8

On **August 19, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,524.00** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$32,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$35,574.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **March 2, 2011** ordered the above charges in the amount of **$35,574.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #88078

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 2313 Brady Avenue in the amount of $5,405.25 (General Fund) and assess a maximum of $24,550 in daily civil penalties. PROPERTY OWNER: CUSTOM ESTATES LLC - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,405.25
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to remove all trash, debris, piled dead vegetation, oil drums, and discarded furniture from all yards, remove trash from pool and metal shed, cut and remove all high or dead vegetation from all yards, front fence line and sidewalk area bordering property, and apply herbicide, remove two non-permitted structures in rear, and post no trespass sign. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $54,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $815 invoice for American Demolition in addition to other fees assessed for a total of $5,405.25 and consider assessing a maximum of $24,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 2, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 2313 Brady Avenue in the amount of $5,405.25 (General Fund) and assess a maximum of $24,550 in daily civil penalties. PROPERTY OWNER: CUSTOM ESTATES LLC – Ward 3 (Reese)

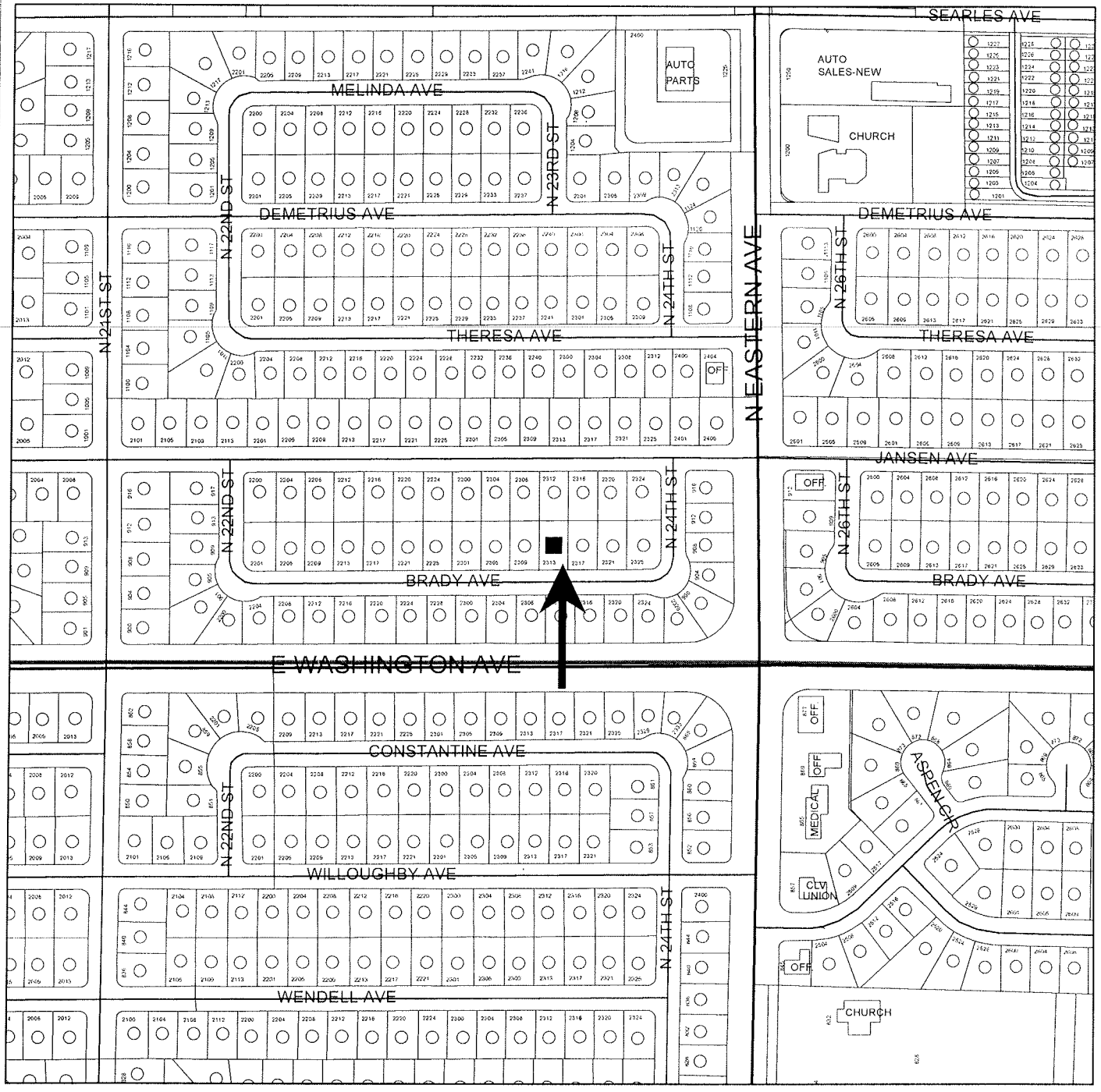
American Demolition completed work on August 19, 2010 at a cost of $815; $1,518 in reinspection fees (w/late fees); $2,950 in civil penalties; plus a 15% administrative fee for a total of $5,405.25.

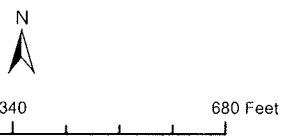
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

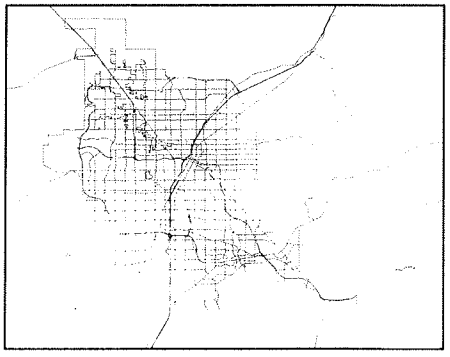
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

2313 BRADY AVENUE
CROSS STREETS - EASTERN//WASHINGTON

City of Las Vegas Vicinity Map







GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

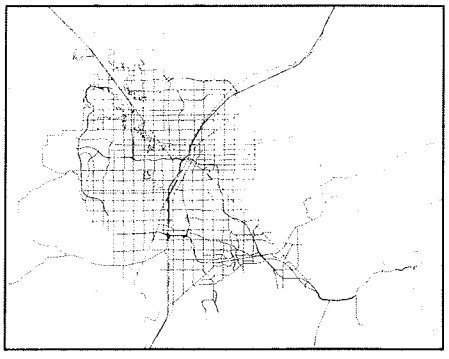
2313 BRADY AVENUE
CROSS STREETS - EASTERN//WASHINGTON

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: February 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 2313 Brady Avenue - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance 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.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash, debris, piled dead vegetation, oil drums, and discarded furniture from all yards, remove trash from pool and metal shed, cut and remove all high or dead vegetation from all yards, front fence line and sidewalk area bordering property, and apply herbicide, remove two non-permitted structures in rear, and post no trespass sign. The abatement was completed by American Demolition on August 19, 2010 at a cost of $815.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash/debris, piled dead vegetation, oil drums, and discarded furniture from all yards, remove trash from pool and metal shed.	$390.00
Cut/remove all high or dead vegetation all yards, front fence line and sidewalk area bordering, and apply herbicide.	$200.00
Remove two non-permitted structures in rear.	$200.00
Post "No Trespass" sign.	$25.00
AMOUNT DUE:	$815.00
Administrative Processing Fee:	$122.25
Sub-Total:	$937.25
Reinspection Fees (w/late fees):	$1,518.00
Civil Penalties:	$2,950.00
TOTAL AMOUNT DUE:	**$5,405.25**
Daily Civil Penalties – 55 days @ $500 a day (excluding civil penalty fees already assessed) June 26, 2010 to August 19, 2010	**$24,550.00**
MAXIMUM TOTAL:	**$29,955.25**
OWNER OF RECORD	CUSTOM ESTATES LLC
PROPERTY ABATED:	2313 Brady Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-26-612-045
LEGAL DESCRIPTION:	GREATER LAS VEGAS ADD 3 UNIT #5A
	PLAT BOOK 9 PAGE 5
	LOT 56 BLOCK 2

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praskovich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
Notary Public in and for Clark County,
State of Nevada

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

NOTICE OF PUBLIC HEARING

MARCH 2, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MARCH 2, 2011,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **2313 BRADY AVENUE – Case #91123.** The Director of Neighborhood Services certifies that the sum of **$5,405.25** was expended and Civil Penalties in the sum of **$24,550.00** may be imposed for a total of **$29,955.25.** Owner of record at time of abatement: **CUSTOM ESTATES LLC – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 91123

2313 BRADY AVE - Map # 02326-59 Parcel 13926612045

Owner Information:

PORTER BLAKE L & RITA M
2313 BRADY AVE
LAS VEGAS, NV 89101-1400

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: vacant house open, accessible

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: May 20, 2010 Ward: 3

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date Status/Completed Date Location
Comments

AB-005: UAC 301.1 PERMITS REQUIRED
5/21/10 OPEN Rear
Obtain proper permits or remove all illegal unpermitted structures. Remove deteriorated non-permitted metal shed filled with refuse and wood cage/coop structure.

AN-003: 9.04.010 (4) REFUSE & WASTE
5/21/10 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times. Presently large amount of trash within empty pool, deteriorated shed and wood coop, metal drum, file cabinet, discarded household goods.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
5/21/10 OPEN All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

May 21, 2010 **RESEARCH**

17) Sewer screen shows that address for owner: Blake and Rita Porter is:1715 Philips St, New Orleans, LA 70113-2501. Per Recorder, no indications that residence is in foreclosure.

May 21, 2010 **Insp#: 993017**

17) Residence vacant and secure. Power is off, Weeds 4 ft high. Presently large amount of trash within empty pool, deteriorated shed and wood coop, metal drum, file cabinet, discarded household goods. Remove deteriorated non-permitted metal shed filled with refuse and wood cage/coop structure. cn1 posted, cb 6/2. Cn1 also mailed to owner: Porter at: 1715 Philips St, New Orleans, LA 70113-2501. Per Recorder, no indications that residence is in foreclosure.

May 21, 2010 **CORRECTION NOTICE ISSUED**

June 04, 2010 **CORRESPONDENCE RECEIVED/SENT**

17) Cn2 mailed to owner: Porter at: 1715 Philips St, New Orleans, LA. No valid telephone listings.

June 04, 2010	**Insp#: 993186**
	17) Pix, assess fee $120, No change. Cn2 posted and mailed.
June 04, 2010	**CORRECTION NOTICE ISSUED**
June 09, 2010	**Insp#: 998531**
	17) Pix, assess fee. No change, switch to N&O.
June 10, 2010	**NOTICE AND ORDER PROCESSING**
	17) To 21 with photos.
June 15, 2010	**NOTICE AND ORDER PROCESSING**
	21)processed n&o- returned file/paperwork to 17 for mailing/posting
June 15, 2010	**PHONE CALL**
	ed) Received phone call from Blake Porter (504-522-9817), owner on record has received the 2nd notice sent by C/E. He no longer owns property. In the process of foreclosure.
June 15, 2010	**NOTICE AND ORDER ISSUED**
June 16, 2010	**PHONE CALL**
	17) Recvd call from owner: Blake Porter, 504-522-9817, says residence in default, explained they would get notices until ownership.
June 17, 2010	**Insp#: 1000373**
	17) Pix, assess fee, no change, posted N&O.
July 01, 2010	**Insp#: 1003885**
	17) Pix, assess fee. No change, continue with abatement.
July 02, 2010	**PROCEED WITH ABATEMENT**
	17) To 21 to request bids and obtain 10-day
July 02, 2010	**BID PREPERATION**
	21)forward case file to office staff-lid for bids-property secure
July 07, 2010	**CORRESPONDENCE RECEIVED/SENT**
	Bid request and map sent to all contractors. Due 7/19.
July 08, 2010	**Insp#: 1010161**
	17) No change in condition, awaiting abatement from contractor,
July 14, 2010	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 6/16/10
July 14, 2010	**Insp#: 1012044**
	17) Assess fee, no change in condition, bids due in on 7/19, cb 7/20
July 19, 2010	**BID RECEIVED**
	RECORDED & SCANNED BIDS RECEIVED: 1-Amer Demo=$815; 2-Blast Janitorial=$950; 3-Weaver=$1475
July 21, 2010	**10 DAY NOTICE PROCESSING**
	ed) Prep, scanned and sent 10-day Notice to Abate to: PORTER BLAKE & RITA M @ 2313 BRADY AVE, LV, NV 89101 AND 1715 PHILIP ST, NEW ORLEANS, LA 70113-2501

July 21, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
July 24, 2010	**Insp#: 1014246**	
	17) Posted 10-day, no change in condition.	
August 06, 2010	**Insp#: 1018668**	
	17) No change, award bid,	
August 17, 2010	**VIDEO REQUEST**	
	ed) Receivd post-abatement video, returned file to 17	
August 17, 2010	**VIDEO REQUEST**	
	ed) Receivd post-abatement video, returned file to 17.	
August 17, 2010	**VIDEO REQUEST**	
	ed) Received post-abatement video, returned file to 17.	
August 18, 2010	**BID AWARDED TO CONTRACTOR**	
	ed) Received PO #284343-prepared and sent award ltr to American Demolition	
August 18, 2010	**Insp#: 1024386**	
	17) American Demolition on site at this time completing abatement, To 21 for after video.	
August 26, 2010	**POST-ABATEMENT VIDEO**	
	21)POST VIDEO AND PHOTOS DONE IN CC ITEMS FILE	
August 27, 2010	**Insp#: 1029147**	
	21)CONTRATOR ABATEMENT COMPLETE/CLOSE CASE	
September 07, 2010	**ADMINSTRATIVE**	
	ENTERED INTO ORACLE TO RECEIVE (RECEIPT #282483 - $815 TO AMER DEMO); SCANNING, AND CLOSING OF FILE.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/04/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/09/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/09/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/17/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/17/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/01/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/01/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/08/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/08/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/14/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/14/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/24/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/24/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/06/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/06/2010	
NUISANCE ABATEMENT FEE	$815.00	U	09/21/2010	
ADMINISTRATIVE	$122.25	U	09/21/2010	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	01/25/2011	

Total Amount Due: **$5,297.25**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	A	7/19/10

Bid Amount: 815.00
Bid Award Date:
Contractor Start Date:
Description:
Remove refuse/waste, high/dead veg, non-permitted structures, Post "No Trespass" sign, ensure secure

1	NUISANCE	WEAVER	NA	7/19/10

Bid Amount: 1,475.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	BLAST JANITORIAL	NA	7/19/10

Bid Amount: 950.00
Bid Award Date:
Contractor Start Date:
Description:

Revised Bid Information:

Bid #	CONTRACTOR	REQUEST	Requested Date:	New Bid Amount
	APPROVED	APPROVER		
	REASON			

Court Information:

Citation Number: **Name:**
Court Case #:

Citation Issued Date:
Affidavit Submitted Date:
Affidavit Approved Date:
Arraignment Date:
Court:
Department Assigned:
Next Court Date:
Number of Continuances:
Status:
Jail Required:

Fines Assessed:
Court Costs:

Court Sentence:

APN 139-26-612-045

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **CUSTOM ESTATES LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-26-612-045**
Commonly known as: **2313 Brady Avenue**
Legal Description: **GREATER LAS VEGAS ADD 3 UNIT #5A**
PLAT BOOK 9 PAGE 5
LOT 56 BLOCK 2

On **August 19, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$5,405.25** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$24,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$29,955.25** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **March 2, 2011** ordered the above charges in the amount of **$29,955.25**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #91123

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3101 Kaibab Avenue in the amount of $5,646.75 (General Fund) and assess a maximum of $27,050 in daily civil penalties. PROPERTY OWNER: JAIME LOPEZ - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,646.75
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Blast Janitorial Service to remove all trash, debris, piled dead vegetation, discarded appliances from all yards, remove detached, deteriorated gazebo type structure in rear yard, cut and remove all high or dead vegetation from all yards, property border and sidewalk area, and apply herbicide, board all open doors and windows on main structure, and post no trespass sign. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $48,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,025 invoice for Blast Janitorial Service in addition to other fees assessed for a total of $5,646.75 and consider assessing a maximum of $27,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: March 2, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3101 Kaibab Avenue in the amount of $5,646.75 (General Fund) and assess a maximum of $27,050 in daily civil penalties. PROPERTY OWNER: JAIME LOPEZ – Ward 3 (Reese)

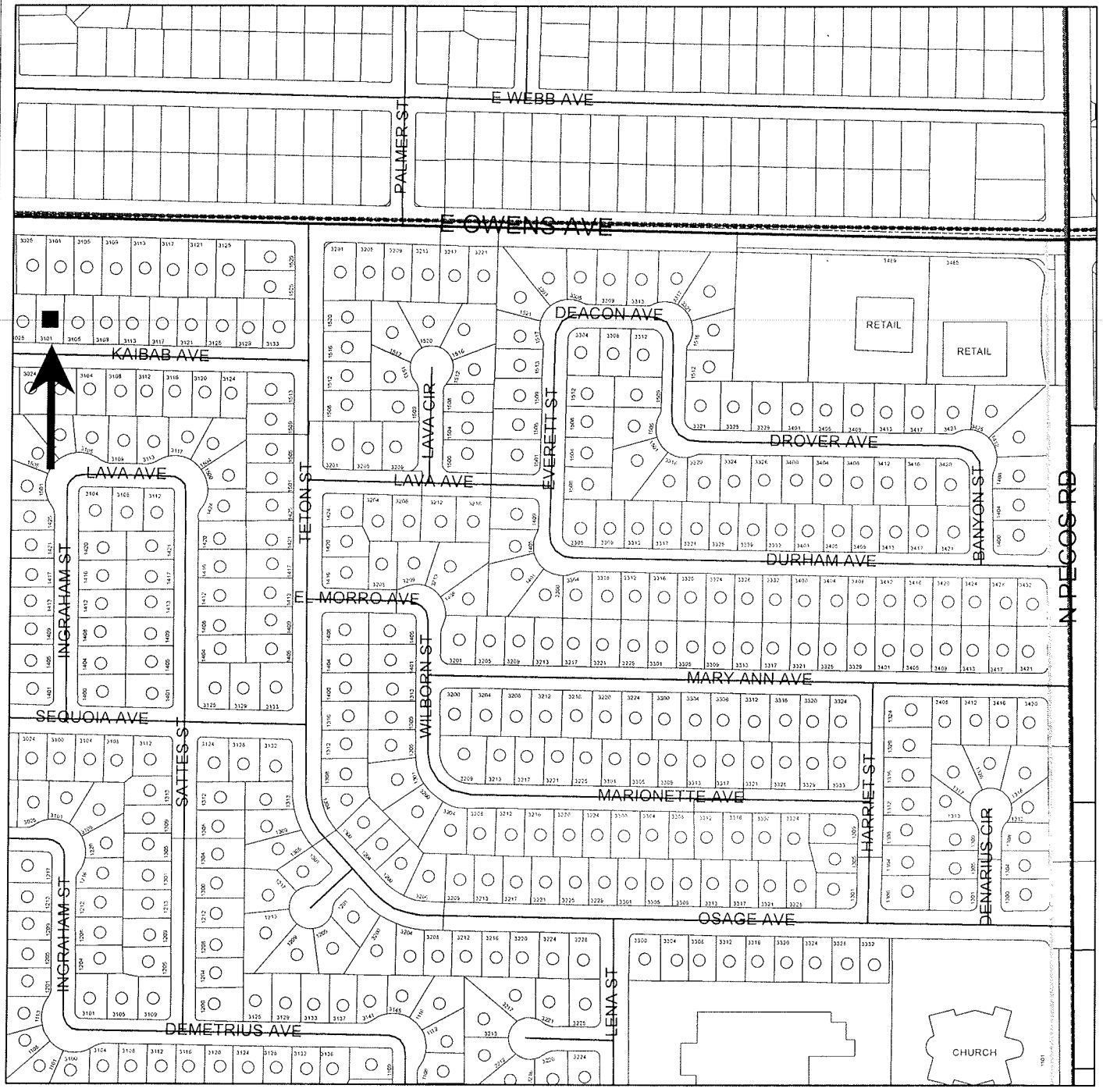
Blast Janitorial Service completed work on August 18, 2010 at a cost of $1,025; $1,518 in reinspection fees (w/late fees); $2,950 in civil penalties; plus a 15% administrative fee for a total of $5,646.75.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

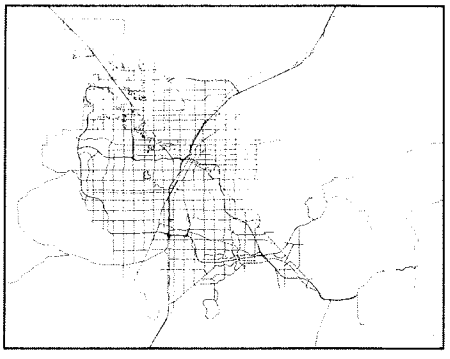
3101 KAIBAB AVENUE
CROSS STREETS - OWENS//PECOS

City of Las Vegas Vicinity Map



N

0 175 350 700 Feet

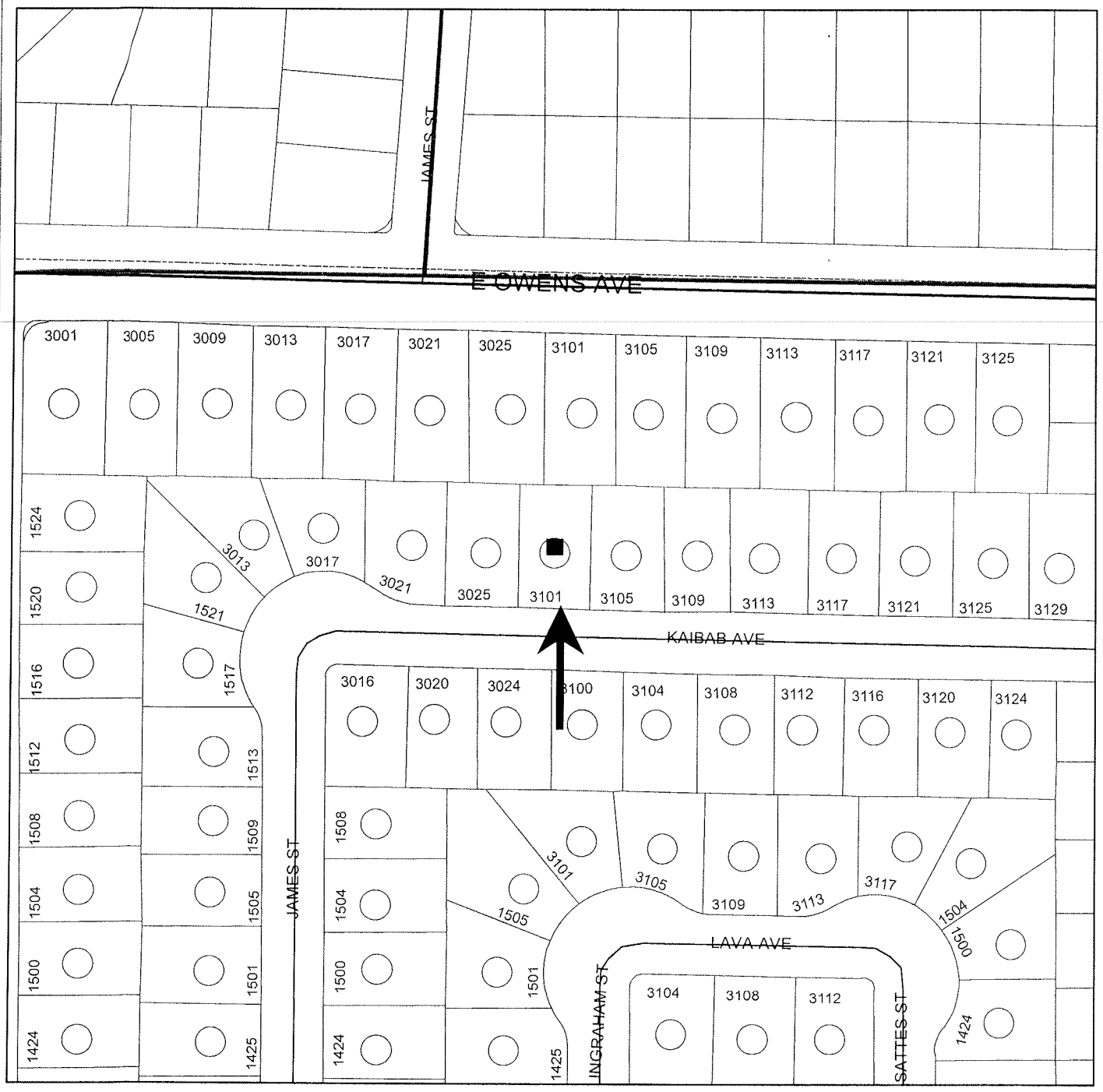


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

3101 KAIBAB AVENUE
CROSS STREETS - OWENS//PECOS

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: February 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 3101 Kaibab Avenue - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance 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.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all trash, debris, piled dead vegetation, and discarded items from all yards, remove detached, deteriorated gazebo type structure in rear yard, cut and remove all high or dead vegetation from all yards, property border and sidewalk area, and apply herbicide, board all open doors and windows on main structure, and post no trespass sign. The abatement was completed by Blast Janitorial Service on August 24, 2010 at a cost of $1,025.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash/debris, piled dead vegetation, discarded appliances from all yards, remove detached deteriorated gazebo type structure in rear yard.	$150.00
Cut/remove all high or dead vegetation all yards, property border and sidewalk area, apply herbicide.	$300.00
Post "No Trespass" sign.	$50.00
Board all open doors and windows on main structure.	$525.00
AMOUNT DUE:	$1,025.00
Administrative Processing Fee:	$153.75
Sub-Total:	$1,178.75
Reinspection Fees (w/late fees):	$1,518.00
Civil Penalties:	$2,950.00
TOTAL AMOUNT DUE:	**$5,646.75**
Daily Civil Penalties – 60 days @ $500 a day (excluding civil penalty fees already assessed) June 26, 2010 to August 24, 2010	**$27,050.00**
MAXIMUM TOTAL:	**$32,696.75**
OWNER OF RECORD	JAIME LOPEZ
PROPERTY ABATED:	3101 Kaibab Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-25-510-025
LEGAL DESCRIPTION:	COLLEGE PARK #20
	PLAT BOOK 6 PAGE 29
	LOT 25 BLOCK 1

DSS:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-878-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

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

NOTICE OF PUBLIC HEARING

MARCH 2, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MARCH 2, 2011,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **3101 KAIBAB AVENUE – Case #91118.** The Director of Neighborhood Services certifies that the sum of **$5,646.75** was expended and Civil Penalties in the sum of **$27,050.00** may be imposed for a total of **$32,696.75.** Owner of record at time of abatement: **JAIME LOPEZ – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS NEVADA 89101

VOICE 702.229.6011
TTY 702 386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly ink

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 91118

3101 KAIBAB AVE - Map # 02327-16 Parcel 13925510025

Owner Information:

LOPEZ JAIME
3101 KAIBAB AVE
LAS VEGAS, NV 89101-1713

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: vacant house open, accessible

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: May 20, 2010 Ward: 3

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-005: UAC 301.1 PERMITS REQUIRED

5/21/10 OPEN Rear
Remove non-permitted gazebo structure in rear presently fallen and deteriorated.

6/9/10 OPEN Rear Yard
Remove non-permitted gazebo structure in rear yard presently fallen and deteriorated.

6/15/10 OPEN Rear Yard
Remove non-permitted gazebo structure in rear yard presently fallen and deteriorated.

AB-006: 16.08.010 UDB SEC 403

5/21/10 OPEN All points of access
Secure all structures to City of Las Vegas specifications. Presently residence accessible through windows and doors. Board ripped off rear wall where rear slider.

AN-003: 9.04.010 (4) REFUSE & WASTE

5/21/10 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times. Includes piled dead dead vegetation, discarded household items and furniture.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

5/21/10 COMPLIED 08/27/10 All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

May 21, 2010 **CORRESPONDENCE RECEIVED/SENT**

17) DISREGARD ERROR

May 21, 2010 **Insp#: 993012**

17) Residence vacant and accessible. High weeds, refuse. Includes piled dead dead vegetation, discarded household items and furniture. Presently residence accessible through windows and doors. Board ripped off rear wall where rear slider. Remove non-permitted gazebo structure in rear presently fallen and deteriorated. cn1 posted. cb 6/1. Emailed to BOFA and Safeguard as well.

May 21, 2010 **CORRECTION NOTICE ISSUED**

June 09, 2010	**Insp#: 993508**
	17) Pix, assess fee $120. Remains open, Switch to N&O. Correspondence received that this could be a Fremont Investment Property, but no response received that they had no interest. Continue with process.
June 10, 2010	**EMAIL SENT OR RECEIVED**
	17) Copy of Cn1 mailed to Malou Sison at msison@fmtinv.com. Fremont Inv. tel: 714-283-6515 requesting verification if this property on their inventory.
June 10, 2010	**NOTICE AND ORDER REQUEST**
	17) To 21 with photos.
June 10, 2010	**EMAIL SENT OR RECEIVED**
	17) Email from Fremont that they have no affiliation to property.
June 14, 2010	**NOTICE AND ORDER PROCESSING**
	21)created n&o- returned to 17 for mail/post
June 14, 2010	**NOTICE AND ORDER ISSUED**
June 18, 2010	**Insp#: 1000381**
	17) Posted N&0, No change in condition, cb 6/28
July 01, 2010	**PROCEED WITH ABATEMENT**
	17) To 21 with photos to continue with abatement.
July 01, 2010	**Insp#: 1004320**
	17) Pix, assess fee, continue with abatement,
July 02, 2010	**BID PREPERATION**
	21)case file and bid sheet forwarded to office staff-lid,to obtain bids.
July 07, 2010	**CORRESPONDENCE RECEIVED/SENT**
	Bid request and map sent to all contractors. Due 7/19.
July 08, 2010	**Insp#: 1010174**
	17) 17) No change in condition, awaiting 10-day and bids. cb 7/14
July 14, 2010	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 6/16/10
July 14, 2010	**Insp#: 1012100**
	17) Assess fee, no change in condition, still open and accessible. Bids due 7/19, sc 7/20
July 19, 2010	**BID RECEIVED**
	RECORDED & SCANNED BIDS RECEIVED: 1-Blast Janitorial=$875; 2-Amer Demo=$925; 3-Weaver=$1275
July 21, 2010	**10 DAY NOTICE PROCESSING**
	ed) Prep, scanned and sent 10-day Notice to Abate to: LOPEZ JAIME, 3101 KAIBAB AVE, LV, NV 89101-1713
July 21, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
July 22, 2010	**Insp#: 1014387**
	17) Posted 10-day

August 06, 2010	**Insp#: 1018090**	
	17) No change, award bid.	
August 18, 2010	**VIDEO REQUEST**	
	ed) Prepared pre-abatement video request - start date 8/20. Request to #21. w/e-mail	
August 18, 2010	**ADMINSTRATIVE**	
	Received PO #284349-prepared and sent award ltr to Blast Janitorial	
August 18, 2010	**Insp#: 1024488**	
	17) No change, awaiting PO to award bid.	
August 19, 2010	**PRE-ABATEMENT VIDEO**	
	21)pre video and photos done in cc items file NOTE-MORE WINDOWS AND DOORS OPEN,AC REMOVED MAKING ACCESS TO INTERIOR-CONTRACTOR NEEDS ANOTHER 150.00 TO SECURE..APPROVED.	
August 25, 2010	**Insp#: 1029181**	
	17) Residence clean and secured. To 21 for video.	
August 26, 2010	**POST-ABATEMENT VIDEO**	
	21)POST VIDEO AND PHOTOS DONE IN CC ITEMS FILE	
August 26, 2010	**ADMINSTRATIVE**	
	ed) Returned file to 17.	
August 26, 2010	**VIDEO REQUEST**	
	ed) Received post-abatement video from 21	
August 27, 2010	**Insp#: 1031748**	
	21)CONTRACTOR ABATMENT COMPLETE CLOSE CASE	
September 07, 2010	**ADMINSTRATIVE**	
	ENTERED INTO ORACLE TO RECEIVE (RECEIPT #282477-$875 & #284760-$150 (xtra work) - $1025 TO BLAST JANITORIAL); SCANNING, AND CLOSING OF FILE.	
October 22, 2010	**CITY COUNCIL AGENDA PREP**	
	21)forward case file to Laura d. to place on CC Agenda for abatement costs	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/09/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/18/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/01/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/01/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/08/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/08/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/14/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/14/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/22/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/22/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/06/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/06/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/18/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/18/2010	
NUISANCE ABATEMENT FEE	$1,025.00	U	09/21/2010	
ADMINISTRATIVE	$153.75	U	09/21/2010	

Total Amount Due: **$5,508.75**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	A	7/19/10

Bid Amount: 875.00
Bid Award Date:
Contractor Start Date:
Description:
Remove refuse/waste, high/dead vegetation, post "No Trespass" sign, board

1	NUISANCE	WEAVER	NA	7/19/10

Bid Amount: 1,275.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	AMER DEMO	NA	7/19/10

Bid Amount: 925.00
Bid Award Date:
Contractor Start Date:
Description:

Revised Bid Information:

Bid #	CONTRACTOR	REQUEST	Requested Date:	New Bid Amount
	APPROVED	APPROVER		
	REASON			

Court Information:

Citation Number: **Name:**
Court Case #:

Citation Issued Date:
Affidavit Submitted Date:
Affidavit Approved Date:
Arraignment Date:
Court:
Department Assigned:
Next Court Date:
Number of Continuances:
Status:
Jail Required:

Fines Assessed:
Court Costs:

Court Sentence:

APN 139-25-510-025

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JAIME LOPEZ**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-25-510-025**
Commonly known as: **3101 Kaibab Avenue**
Legal Description: **COLLEGE PARK #20**
PLAT BOOK 6 PAGE 29
LOT 25 BLOCK 1

On **August 24, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$5,646.75** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$27,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$32,696.75** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **March 2, 2011** ordered the above charges in the amount of **$32,696.75**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

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

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #91118

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
ADMINISTRATIVE:

Report by Palmer City-Core Union Park Hotel, LLC, on the status of the hotel market nationally and locally, the feasibility of financing for the 371 room, four-star full-service condominium and hotel and the hotel segment in general for Parcel G in Symphony Park (APN 139-34-110-009) - Ward 5 (Barlow)

Fiscal Impact

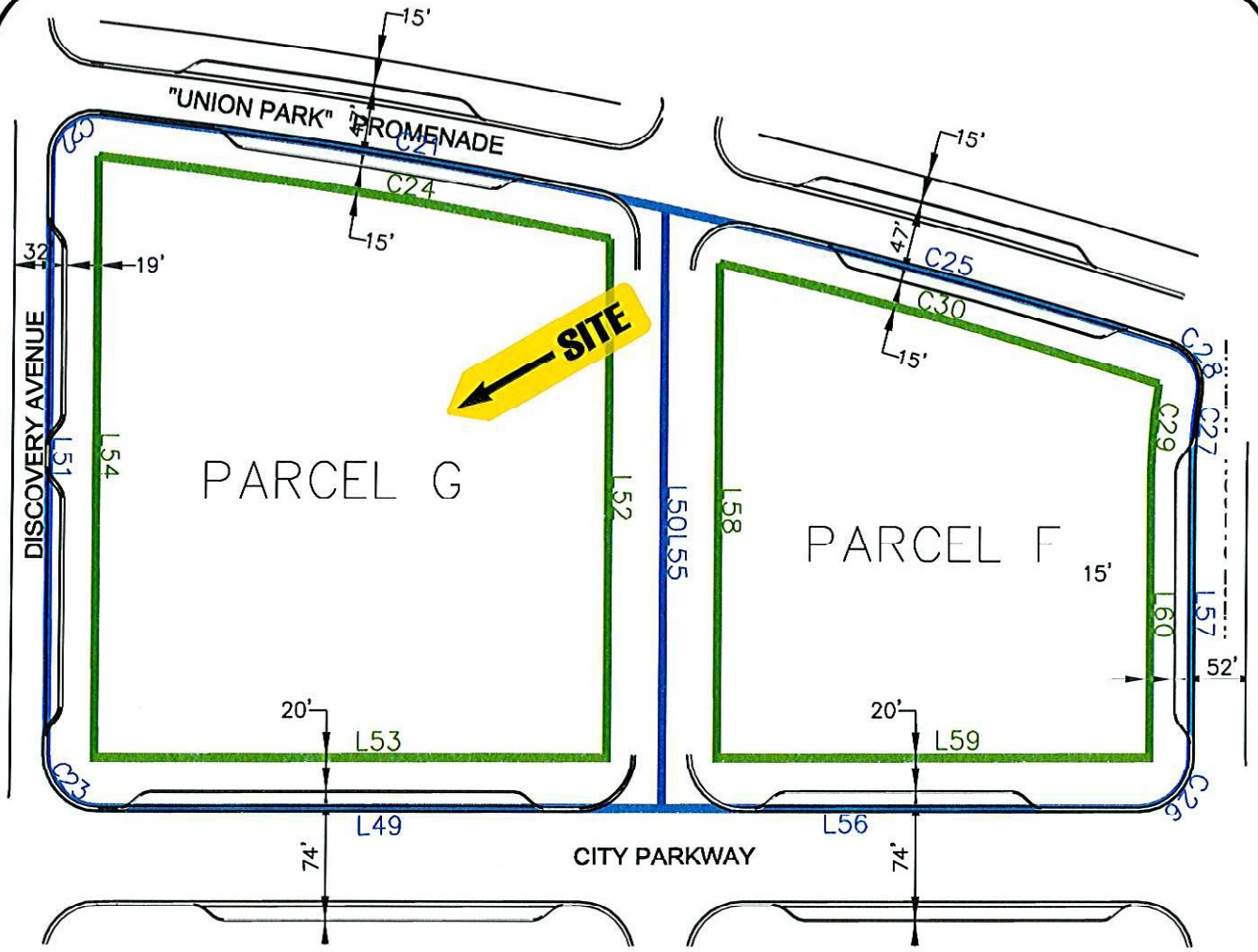
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Palmer City-Core Union Park Hotel, LLC, a Nevada limited liability company, entered into a Disposition and Development Agreement with City Parkway V, Inc. on March 19, 2008, which was amended on February 3, 2010. The terms of the agreement require the developer to make a presentation to City Council if they intend to exercise their Extension Options.

RECOMMENDATION:
Report only, no action required.

BACKUP DOCUMENTATION:
Site Map

SITE MAP



LINE TABLE		
LINE	LENGTH	BEARING
L41	533.45	N27°55'16"E
L42	263.04	N62°04'44"W
L43	560.24	S27°53'43"W
L44	264.15	S67°53'54"E
L45	235.02	N67°53'54"W
L46	471.57	N27°53'43"E
L47	234.02	S62°04'44"E
L48	447.74	S27°55'16"W
L49	327.86	N27°53'43"E
L50	345.09	N62°02'34"W
L51	344.04	S62°04'44"E
L52	298.31	S62°03'12"E
L53	297.88	S27°53'23"W
L54	345.72	N62°04'44"W
L55	345.09	S62°02'34"E
L56	277.75	N27°53'43"E
L57	162.84	N62°03'24"W
L58	264.54	S62°03'12"E
L59	251.73	N27°53'43"E
L60	163.84	N62°03'24"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C21	334.81'	3295.50	5°49'15.8"	167.55'
C22	42.03'	25.00	96°18'53.3"	27.92'
C23	47.14'	30.00	90°01'32.8"	30.01'
C24	301.85'	3271.50	5°17'11.1"	151.03'
C25	304.70'	3200.86	5°27'15.2"	152.47'
C26	47.10'	30.00	89°57'07.1"	29.97'
C27	46.45'	267.00	9°56'06.7"	23.29'
C28	36.02'	25.00	82°33'26.6"	21.95'
C29	51.49'	322.97	9°08'06.8"	25.80'
C30	265.53'	3047.47	4°59'32.3"	132.85'

PARCELS F & G

PARCEL F GROSS
AREA = 94,311 S.F.

PARCEL F NET
AREA = 63,632 S.F.

PARCEL G GROSS
AREA = 134,541 S.F.

PARCEL G NET
AREA = 96,645 S.F.

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 100 ft.

NORTH

Kimley-Horn ©2007
and Associates, Inc.

Date: April 23, 2007 - 7:44am / User: nate.forrest
Path: K:\Civil\092442 CityParkway\004\CADD\exhibit\Parcel Line & Curve Exhibits\3-21-07 F, G, & L Exhibits\4-5-07 Parcels F, G, & L.DWG

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
ADMINISTRATIVE:

Report from Thomas Perrigo, Deputy Director of Administrative Services, regarding the progress of Sustainable Energy Strategy projects which include renewable energy and energy conservation projects - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Staff will provide a report on the status of renewable energy and energy conservation projects that meet the goals of the City of Las Vegas Sustainable Energy Strategy (R-50-2008), which was approved by the City Council on September 3, 2008, and discuss the use of funding sources, including American Recovery and Reinvestment Act funds, to achieve those goals.

RECOMMENDATION:
Report only, no action required.

BACKUP DOCUMENTATION:
Sustainable Energy Strategy 2011 Progress Report



SUSTAINABLE ENERGY STRATEGY

SUSTAINING LAS VEGAS





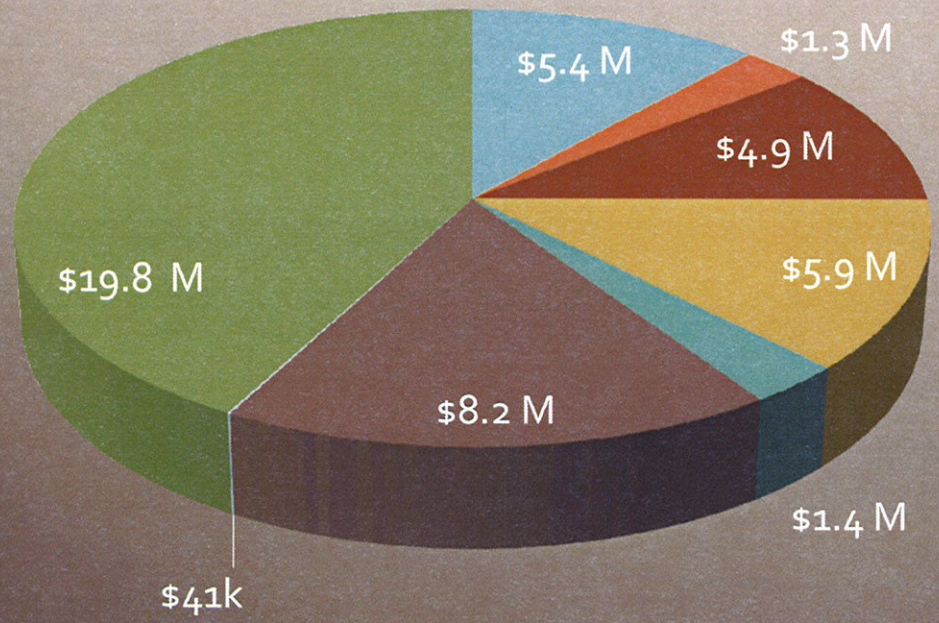


2011 Progress Report | City of Las Vegas Office of Sustainability

Overview

Sustainable Energy Strategy 2011 Progress Report

FUNDING SOURCES



- Energy Efficiency and Conservation Block Grant
- Community Development Block Grant
- New Clean Renewable Energy Bonds
- Qualified Energy Conservation Bonds
- Green Building Special Revenue Fund
- NV Energy SolarGenerations Rebates
- Southwest Gas Energy Audit Rebate
- Sewer Enterprise Fund

$47 million Total Program Budget

Investment Decisions

Sustainable Energy Strategy 2011 Progress Report

Project	Community Image	Jobs	Economic Development	SES Goals
Building Retrofits	Low	Mid	Mid	Mid
Streetlight Retrofits	Low	Low	Low	Mid
Solar Carports	High	High	High	High

Investment Decisions

- Considerations
  - Funding/Rebates
  - Leverage
  - Payback
  - Energy Savings
  - Emissions reductions
  - Job Creation



Current Strategy

Sustainable Energy Strategy 2011 Progress Report

Total Economic Impact: > $50 Million

Project	Investment	Payback (years)	Energy Savings	Emissions	Jobs
Building Retrofits	$3.75 M	10.6	$290 k	1,946 tons[3]	65
Streetlight Retrofits	$4.18 M	5.3	$523 k	3,661 tons[3]	15
Solar Carports	$17.22 M	14.1	$395 k	2,765 tons[3]	236
TOTAL	**$25.16 M**	**9.5**	**$1.21 M**	**8,400 tons[3]**	**316**

Project Progress

Sustainable Energy Strategy 2011 Progress Report

- Building Retrofits
  - Design underway (April 2011)
  - DSC (Atrium) / Detention Ctr.
    - Windows
    - Chiller/Central plant
    - HVAC
    - Lighting
  - Retrofits at 10 other facilities
    - HVAC controls
    - Motion sensors
    - Lighting and lighting controls



Project Progress

Sustainable Energy Strategy 2011 Progress Report

- Streetlight Retrofits
  - Mercury Vapor / High Pressure Sodium replacements
  - ~ 7,000 in Phase 1
    - 60% arterial roadways
    - 40% residential neighborhoods



Project Progress

- Solar Covered Parking
  - 153 kW of 827 kW installed under Phase 1
  - More than 32,000 kWh already generated
  - $5.1 million in ARRA funds spent
  - Interactive website to display generation data



Project Progress

Sustainable Energy Strategy 2011 Progress Report

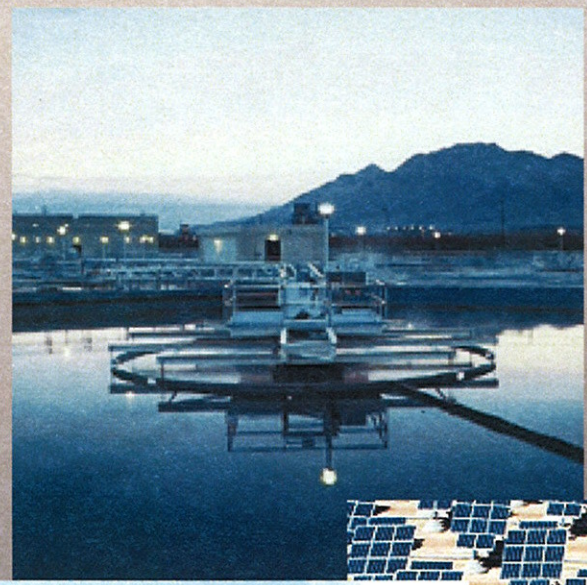
- Solar Covered Parking
  - 7 under construction
    - 674 kW
  - Phase 1 rebates
    - $541 k received
    - $3.2 million anticipated for sites under construction

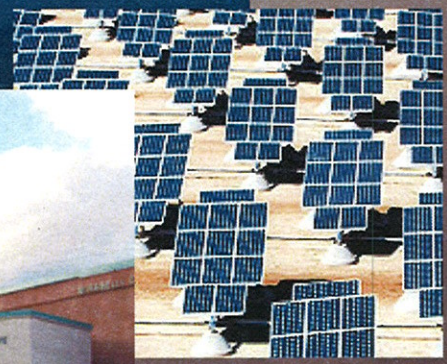




Next Steps

- Building Retrofits/Streetlight Retrofits
- Phase 2 Solar Covered Parking
  - 18 sites (885 kW)
  - $4.11 M rebates
- Completion of 4 MW at Wastewater Treatment Plant







City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding transferring responsibility for terms and conditions of past funding of $101,405 in Community Development Block Grant (CDBG), past funding of $734,317 in Housing Opportunities for Persons with AIDS (HOPWA), allocating $85,000 in HOPWA, allocating $362,000 of 18 percent Redevelopment Affordable Housing Set-Aside (RDA) funds and transfer ownership to Aid For Aids of Nevada (AFAN) of twenty HOPWA funded affordable housing units - Address is confidential per federal regulations - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $447,000
Funding Source: HUD - HOPWA and RDA
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
AFAN has agreed to accept all terms and conditions of federal funds previously awarded to Caminar, Inc. for rehabilitation and construction activities at the confidential site. Caminar is transferring ownership of the confidential housing site to AFAN. AFAN will utilize the RDA funds to pay off the current Housing and Urban Development (HUD) 202 loan. The HOPWA funds will be used to operate the facility until AFAN is able to secure and contract for existing HUD operating funds.

RECOMMENDATION:
Staff recommends approval to transfer responsibility for past CDBG/HOPWA allocations and the allocation of new HOPWA and RDA funds and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT DEPARTMENT
ITEM DESCRIPTION: Discussion and possible action regarding transferring responsibility for terms and conditions of past funding of $101,405 in Community Development Block Grant (CDBG), past funding of $734,317 in Housing Opportunities for Persons with AIDS (HOPWA), and allocating $85,000 in HOPWA, and allocating $362,000 in 18% Redevelopment Affordable Housing Set-Aside (RDA) funds, and transfer of ownership to Aid For Aids of Nevada (AFAN) of twenty HOPWA funded affordable housing units. Address is confidential per federal regulations – Ward 5 (Barlow)

SUMMARY OF TOTAL RECOMMENDED TRANSFER/ALLOCATION

Project	**End Date**	**Amount**
CDBG Kitchen	2018	$70,000
CDBG Windows	2015	$31,405
HOPWA Construction	2017	$734,317
18% Redevelopment Set Aside	2027	$362,000
HOPWA Operating	2012	$85,000
	Total	**$1,197,722**

AFAN has agreed to accept all terms and conditions of previous federal funding awarded to Caminar for rehabilitation and construction activities. Additionally, AFAN will utilize the RDA funds to pay off the existing HUD 202 Housing Mortgage. This will eliminate approximately $4,000 of monthly debt service that will be used toward housing operations and supportive services for the tenants.

The HOPWA operating funds will be used to fill a gap, created by the change in ownership and the need for AFAN to be HUD Certified to own and operate an affordable housing project that will use Section 8 rental assistance.

Approval of these funds will allow the City to retain twenty units of much needed affordable housing for this special needs population.

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding 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:
Discussion and possible action regarding a Temporary Locksmith License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to the following conditions:

1. All business vehicles will be clearly marked with business name.
2. All persons who perform the function of a locksmith or safe mechanic will wear identifiable uniforms with business name.
3. All persons who perform the function of a locksmith or safe mechanic 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.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

HISTORIC PRESERVATION COMMISSION – Katherine Duncan, Term Expiration 3-6-2011 and Raymond Aikens, Term Expiration 3-8-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling ten different categories. Terms are for four years, with no limit to the number of terms that may be served. Ms. Duncan represents Category 7, Members-At-Large. She was appointed in 2009 to fill the unexpired term of Janet Ruth White and wishes to be reappointed. Mr. Aikens represents Category 4, Experienced in the Real Estate Profession. He was originally appointed in 2005 to fill an unexpired term and reappointed in 2007. He does not wish to be reappointed.

RECOMMENDATION:
Procedure for this Commission requires appointment by the City Council. Options are:
Reappoint Ms. Duncan or appoint a new Category 7 member, Member-At-Large
Appoint a new Category 4 member, Experienced in the Real Estate Profession

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memorandum from Flinn Fagg, Acting Director of the Planning Department
3. Board Interest Form from Audrey Asselin, Trevor Hayes, Jack LeVine, Stacie Truesdell Michael, Jeffrey Smith and R. Brandon Sprague

Historic Preservation Commission

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Category 1 - Experienced in Architecture** Patrick J. Klenk	4 /27/1998 **Reapp: 12/5/2001 12/7/2005**	12/31/2013	Reese **3/3/2010**
2	**Category 2 - Experienced in Urban Design or Planning** James Veltman Effective 3/23/2002	3 /20/2002 **Reapp: 3/15/2006**	3/23/2014	Reese **3/3/2010**
3	**Category 3 - Experienced in Building Construction** H. Richard Cuppett	9 /19/2001 **Reapp: 9/7/2005**	9/19/2013	Mayor **8/19/2009**
4	**Category 4 - Experienced in Real Estate Profession** Raymond Aikens	3 /16/2005 **Reapp: 2/7/2007**	3/8/2011	Mayor
5	**Category 5 - Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group** Bob Stoldal Reassigned from Category 7 3/3/2010	4 /27/1998 **Reapp: 12/5/2001 12/7/2005**	12/31/2013	Reese **3/3/2010**
6	**Category 6 - Experienced in Nevada History** Dorothy Wright	3 /24/1997 **Reapp: 3/7/2001**	3/24/2013	Reese **3/2/2005 03/4/2009**
7	**Category 7 - Members-At-Large, John S. Park Historic District Designation** Mary Hausch Effective 3/6/1997	2 /24/1997 **Reapp: 3/7/2001**	3/6/2013	Reese **3/2/2005 03/4/2009**
8	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Claytee White	5 /17/2006 **Reapp: 5/5/2010**	5/17/2014	Hist Pres Comm
9	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Robert Bellis Effective 3/23/2002; Replaced Alice Key	3 /8 /2001 **Reapp: 3/20/2002 3/15/2006**	3/23/2014	Reese **3/3/2010**
10	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Katherine Duncan Replaced Janet Ruth White	12/2 /2009 **Reapp:**	3/6/2011	Barlow

Name	Appointment Date	Expiration Date	Recommended By:
11 Category 8 - Director of Planning & Development or Director's Designee, City of Las Vegas			
Courtney Mooney	**Reapp: N/A**		
Staff Designee for Margo Wheeler			
12 Category 9 - Director of the Nevada State Museum & Historical Society or other Designee of State Historic Preservation Office	7 /31/2003		
David Millman, Director	**Reapp: N/A**		
13 Category 10 - Archeological Profession	6 /6 /2007	6/18/2011	Reese
Gregory Richard Seymour	**Reapp: N/A**		
Effective 6/18/2007; Replaced Andrew Kirk			

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made other changes.
Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee.
Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95 adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

MEMBERS 13 members
11 members appointed by the City Council; and
Two ex-officio representatives: Director, Planning and Development Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

Category

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE TO SERVE, ANY PERSON MAY FILL THAT POSITION. IF MORE THAN FOUR HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FOUR OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
8 DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:

- The history of the City of Las Vegas
- Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12/31/2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4th Wednesday - 12:15 P.M. - 731 South 4th Street, Except 2nd Wednesday in November & December

Memorandum

City of Las Vegas
Planning & Development

RECEIVED
CITY CLERK
2011 FEB 14 A 9:24

To: Beverly K. Bridges, City Clerk

From: Flinn Fagg, Acting Director, Department of Planning

CC: Vicki Skilbred, Chief Deputy City Clerk
Courtney Mooney, Planning & Development Department

Date: February 14, 2011

Re: HPC Appointments

The following members' terms of office for the city of Las Vegas Historic Preservation Commission have expired or will expire:

Katherine Duncan Category 7 expires on 3/6/2011, originally recommended by Councilman Barlow. Commissioner Duncan is eligible for reappointment and has expressed a desire to be reappointed in her existing category.

Raymond Aikens Category 4 expires on 3/8/2011, originally recommended by Mayor Goodman. Commissioner Aikens is not eligible for reappointment due to attendance, and has expressed a desire to resign from the commission.

Terms are 4 years, with no limit to the number of terms.

Staff has reviewed the board interest forms and recommends Jarmilla McMillan-Arnold for Commissioner Duncan's position of Category 7.

Staff has reviewed the board interest forms and recommends Jack LeVine for Commissioner Aikens' position of Category 4.

Should you need additional information, please contact Courtney Mooney at 229-5260.

FF:vd:cm

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

RECEIVED
CITY CLERK
2011 FEB 14 A 7:01

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Jack LeVine

Home Street Address: 1818 8TH PLACE

City: Las Vegas **ZIP Code:** 89104

Work Street Address: 805 BONITA AVE

City: Las Vegas **ZIP Code:** 89104

Employer: Bella Vegas Homes **Occupation:** REALTOR

Home Phone Number: 378-7055 **Work Phone Number:** 378-7055

Other Phone Number: _____ **Email Address:** JACK@UNCLEJACK.COM

Please list the boards, commissions, or committees that you are interested in serving on:

HISTORIC PRESERVATION COMMISSION

For office use only

CLV Y ✓ N ___

Ward 3

Date 2/14/2011

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

ATTENDED 2007 CITIZENS LEADERSHIP ACADEMY

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

PLEASE SEE ATTACHED ADDENDUM

Please list any of your relatives or friends that work for the entity in which you would be serving:

COURTNEY MAHONEY, BOB BELLIS, CHASTEE WHITE

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.*

Addendum to Application for Historic Preservation Commission

Jack LeVine
1818 8th Place
Las Vegas NV, 89104
702-378-7055
jack@unclejack.com
www.VeryVintageVegas.com

I'm uniquely qualified to be a member of the Historic Preservation Commission.

For most of the 20 years that I've been a full time Realtor, I've been promoting the urban core neighborhoods of Las Vegas. I call those neighborhoods "Vintage Vegas" and blog about them on my website at www.VeryVintageVegas.com . Since 2005, and have totally focused my real estate business on the urban core and historic neighborhoods.

I'm the original founder and first president of the Southridge and Beverly Green Neighborhood Associations. I served as President from 2001 until 2005. They were originally just one Association, but split into 2 separate groups in 2005.

I served on the re-design committee for the Huntridge Circle Park.

I'm a member of such organizations as Classic Las Vegas, Atomic Age Alliance, Friends of the Huntridge Theatre, Friends of Circle Park.

In 2007, 2008 and 2009, I helped plan and wrote the routes for Mid Century Modern Bus Tours. 2007 was devoted to the neon signage of Las Vegas, 2009 was a tribute focusing on the architecture of local Las Vegas architects Walter Zick and Harris Sharp.

The 2010 bus tour focused on residential mid century modern architecture and was part of an expanded weekend call "Mid Mod Madness" . I spent a year on the steering committee both as a member, and as a corporate sponsor of the event.

I helped organize and promote the, unfortunately failed, efforts to save Maude Frazier Hall at UNLV

I've been a passionate supporter and promoter of downtown in general, and the Arts and Music Districts in particular.

I have wanted to be a member of the Historic Preservation Commission for many years, and this is the first time that I'm aware that "real estate" seat was open.

Please consider me as I would be honored to serve, and would be a great asset to the commission.

Sincerely,

Jack LeVine

RECEIVED
CITY CLERK

2011 FEB 10 P 2:17

Stacie Truesdell Michaels
265 Wiled Jasmine Court
Las Vegas, NV 89106

February 10, 2010

Via facsimile at (702) 382-4803

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Re: Board Commission or Committee Interest Form
Historic Preservation Commission

To Whom It May Concern:

I am submitting the attached Board Commission or Committee Interest Form for consideration for the vacant position on the Historic Preservation Commission.

I believe I am qualified to serve on the Historic Preservation Commission because I am a native Las Vegan and a licensed attorney in Nevada with extensive experience with zoning and land use issues. As such, I have previously represented clients in their zoning, land use and development applications before the Las Vegas Planning Commission and City Council. Additionally, I have previously worked as Associate General Counsel for a commercial development company.

Please contact me at 702-496-4546 if you require any further information.

Sincerely,

Stacie Truesdell Michaels

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CITY CLERK

2011 FEB 10 P 2:17

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: STACIE TRUESDELL MICHAELS

Home Street Address: 245 WILTED JASMINE CT.

City: LAS VEGAS **ZIP Code:** 89106

Work Street Address:

City: **ZIP Code:**

Employer: WYNN LAS VEGAS **Occupation:** ATTORNEY

Home Phone Number: 388-4075 **Work Phone Number:** 770-7574

Other Phone Number: 496-4546 **Email Address:** STACIE.TRUESDELL@gmail.com

Please list the boards, commissions, or committees that you are interested in serving on:

HISTORIC PRESERVATION COMMISSION

For office use only

CLV Y ✓ N

Ward 5

Date 2/10/2011

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

N/A

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

SEE Attached Letter

Please list any of your relatives or friends that work for the entity in which you would be serving:

RICK TRUESDELL (FATHER) - Planning Commission

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.*

Stacie Anne Truesdell Michaels
265 Wilted Jasmine Court
Las Vegas, NV 89106
Stacie.truesdell@gmail.com
(702) 496-4546

ADMISSIONS: Nevada (2005)
United States District Court, District of Nevada (2005)

EDUCATION: **New York Law School**, New York, NY
JD, *Magna Cum Laude*, May 2005
Class Rank: Top 2 % (10/423) **GPA:** 3.72
Honors: *New York Law School Law Review*, Symposia Editor
Justice John Marshall Harlan Scholar
Affiliated with the Center for Professional Values and Practice
Dean's List: Fall 2002 & Spring 2003
Dean's List, High Honors: Fall 2003, Spring 2004, Fall 2004 & Spring 2005

Lafayette College, Easton, PA
BA, Government & Law and Art, May 2002
Honors: Dean's List (six semesters)
Activities: Pi Beta Phi Sorority: President
Lafayette College Cheerleading Team: Captain

University of Pennsylvania, Florence, Italy
Study Abroad Program, June & July 2000
Course Work: Italian and Art History

GOVERNMENT APPOINTMENTS:
Nevada Taxicab Authority, Las Vegas, NV
Vice Chairman & Chairman, November 2007 – November 2010
In November 2007, I was appointed by the Governor of Nevada to serve as Vice-Chairman of the Nevada Taxicab Authority board. In June 2008, I was appointed the Chairman of the board. The board is responsible for the regulation of the taxi cab industry in Clark County, Nevada.

LEGAL EXPERIENCE:
Wynn Las Vegas, Las Vegas, NV
Corporate Counsel, December 2008 - Present
Responsible for reviewing and drafting vendor contracts and assisting the General Counsel with operational issues. Also responsible for assisting the General Counsel of Wynn Resorts, Limited with local, state and federal government affairs.

PLISE, Las Vegas, NV
Associate General Counsel, January – July 2008
Worked in-house for a commercial development company where I was responsible for government relations and all communications with the City of Henderson regarding a 126-acre mixed-use development.

Jones Vargas, Las Vegas, NV
Associate Attorney, August 2005 – January 2008
Practiced in the transactional and government relations practice groups where I appeared on behalf of clients before the local governing bodies in the Las Vegas valley regarding zoning, land use and various licensing issues, including liquor and gaming. In addition, I filed restricted gaming applications on behalf of tavern clients with the Nevada Gaming Control Board and advised these clients on gaming related issues.

New York Law School Employment Law Clinic, New York, NY
Student Intern, August – December 2004
Worked with a non-profit legal services provider on employment law cases where I interviewed clients and assisted them in obtaining unemployment benefits from the New York State Department of Labor by representing them at their administrative hearings.

Jones Vargas, Las Vegas, NV
Summer Law Clerk, May – August 2004
Conducted legal research on a variety of topics including corporations, eminent domain, and civil procedure.

PROFESSIONAL AFFILIATIONS: Clark County Bar Association and Las Vegas Chamber of Commerce.

COMMUNITY ACTIVITIES: USO Las Vegas Advisory Council (2010 – Present), KB Homes Community Advisory Board (2009 – Present), Lexington Cancer Foundation, Pegasus Board Member (2007 – Present), Candidate for the Las Vegas City Council, Ward 5 (2007), City of Las Vegas, Citizens Leadership Academy Graduate (2006), Las Vegas Chamber of Commerce, Focus Las Vegas Graduate (2006), Lafayette College, Alumni Admissions Representative (2005 – Present), and Pi Beta Phi, Las Vegas Alumni Association (2005 – Present), and The Meadows School Alumni Association, President (2004 – Present).

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: JEFFREY SMITH

Home Street Address: 10370 BLUE CLAWS LANE

City: LAS VEGAS **ZIP Code:** 89135

Work Street Address: N/A

City: _____ **ZIP Code:** _____

Employer: _____ **Occupation:** ARCHITECT

Home Phone Number: 823-2471 **Work Phone Number:** _____

Other Phone Number: _____ **Email Address:** COMPLARC@AOL.COM

Please list the boards, commissions, or committees that you are interested in serving on:

PLANNING, DOWNTOWN DESIGN, HISTORIC PRESERVATION
NEON MUSEUM BOARD

For office use only
CLV Y N ✓
Ward 2 County
Date 1/25/2011

2011 JAN 25 P 3:01
CITY CLERK
RECEIVED

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

N/A

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

HAVE OVER 30 YEARS EXPERIENCE IN PLANNING AND DESIGN, CAN HELP LAS VEGAS GROW IN A MEANINGFUL AND LASTING ECONOMY, WOULD REPRESENT THE NEEDS OF THE LOCAL COMM.

Please list any of your relatives or friends that work for the entity in which you would be serving: NONE

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.*

RECEIVED
CITY CLERK

2009 SEP -2 P 1:38

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: R. Brandon Sprague, AIA

Home Street Address: 9701 Royal Lamb Drive

City: Las Vegas ZIP Code: 89145

Work Street Address: 1200 South 4th Street, Suite 208

City: Las Vegas ZIP Code: 89104

Employer: APTUS Architecture Occupation: Architect

Home Phone Number: 702.616.6060 Work Phone Number: 702.839.1200

Other Phone Number: 702.501.7843 Email Address: brandon@aptusarchitecture.com

Please list the boards, commissions, or committees that you are interested in serving on:

Historic Preservation Committee

For office use only

CLV Y ✓ N ___

Ward 2

Date 9/2/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Current Member, Advisory Board for the UNLV Downtown Design Center

Member: Friends of the Wetlands, Founding Member: Friends of the Henderson

District Public Libraries, and American Institute of Architects

(Past President, AIA Las Vegas Chapter, 2002)

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please refer to the attachment

Please list any of your relatives or friends that work for the entity in which you would be serving:

N/A

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.*

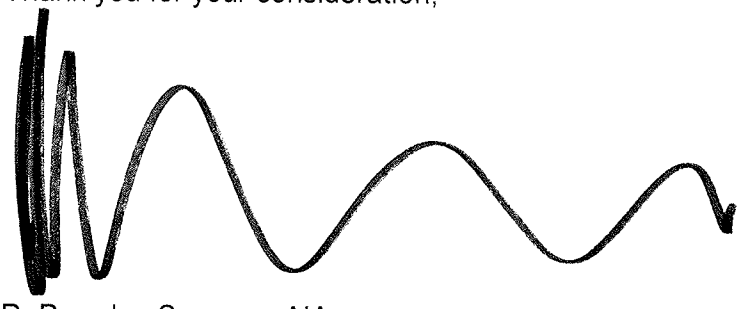
I am applying to become a member of the Historic Preservation Committee. I am a third generation Nevadan and my roots are deep in the Valley. I hope to be involved in creating a place where my children will be proud to call home. My interest in being a part of the Historic Preservation Committee is to ensure that we maintain the integrity of our past as we move into the future.

I am a licensed architect who has practiced for over 20 years. Most of my experience in architecture has been concentrated locally; however, I am licensed in several states and have been part of projects outside Nevada. As you'll see in the attached resume, I attended undergraduate and graduate school in New Mexico and Illinois respectfully, and was honored with the Baker Traveling Fellowship during which time I spent travelling through Spain. My experiences outside the Valley have allowed me an opportunity to see how other communities deal with the issues of preserving their history whilst introducing structures that will enhance future growth and development.

I was a partner at Dekker Perich Holmes Sabatini for a number of years before beginning APTUS Architecture over six years ago. I am proud to practice out of our office in downtown Las Vegas. We strive to design and build appropriate architecture throughout the city. Several of the projects we are working on currently are located in the downtown area and include the revitalization of the Huntridge Theatre, a new building at 1148 Maryland Parkway (near Circle Park), the renovation of the building located at 212 Las Vegas Boulevard near Bridger, the master planning of 1st Street Arts Promenade, and an addition to the Pioneer Club.

I am currently a member of the Advisory Board of the University of Nevada, Las Vegas Downtown Design Center and have worked as an adjunct professor in the Architecture Department at UNLV. I was a founding member of the Friends of the Henderson District Public Libraries as well as a member of the Friends of the Wetlands. I enjoy being an active member of our community. I believe I would complement the existing board as a native Las Vegan who enjoys sharing memories of his lifetime in the Valley and who is interested in being part of the process. Additionally, I feel my professional accomplishments strengthen my position as someone who is interested in being proactive. I believe being a part of this committee would be an enriching and worthwhile experience—one that would be mutually beneficial.

Thank you for your consideration,



R. Brandon Sprague, AIA

Resumes

R. BRANDON SPRAGUE, AIA

PROFESSIONAL REGISTRATION

Registered Architect:
Nevada #3710
Texas #20553
California #C-31284
Arizona #44896
Hawaii #AR 12921
Illinois #001-019630
New Mexico #004503
North Carolina #11488
Washington #8776
Utah #7285770-0301
NCARB Certified

EDUCATION

Masters of Architecture, University of Illinois, Urbana-Champaign, IL

Bachelor of Fine Arts, University of New Mexico, Albuquerque, NM

PROFESSIONAL AFFILIATIONS

American Institute of Architects
President, L.V. Chapter, 2002
Urban Land Institute

COMMUNITY AND PROFESSIONAL CONTRIBUTIONS

- Member of the Advisory Board for the UNLV Downtown Design Center
- Awarded the 2004 "*Young Architect Citation*", AIA Nevada
- Selected to the 2004 Who's Who in Real Estate, Construction & Development from 2004-2007
- *In Business Las Vegas* 2004 Rising Star - honoring outstanding achievers under forty
- Leadership Henderson, Class of 2002
- Founding Member: Friends of the Henderson District Public Libraries
- Member: Friends of the Wetlands
- Baker Traveling Fellowship - University of Illinois at Urbana-Champaign
- "West Las Vegas Charrette" Las Vegas Arts Commission
- "Burnham Prize", Finalist - Arts Club of Chicago Competition
- "Housing Las Vegas, Exploring the Possibilities," AIA/Las Vegas
- "The Process of Architecture" Temporary Contemporary Gallery, Las Vegas

In 2003, Brandon opened APTUS Architecture, and under his leadership the company has grown from a home-based, one-person architectural design practice into a thriving firm with studios in downtown Las Vegas, Nevada and in El Cajon, California. The firm has already exceeded most of its ten year goals and is developing the proper configuration and working methodology to achieve its long-term objectives, as well.

Brandon is responsible for the overall management and design efforts of APTUS Architecture. He leads design teams to ensure projects meet the specific goals and needs of each client and are completed within their budget and schedule. Brandon has extensive experience and skills in leading programming and visioning sessions at the project's inception, and then overseeing the entire project assuring that the program goals are followed and final documents are complete and accurate. APTUS maintains an important balance of public and private projects providing design opportunities for all segments of our community.

INDIVIDUAL EXPERIENCE

Huntridge Revitalization, Las Vegas, Nevada
1st Street Arts Promenade, Las Vegas, Nevada
Pawn Plus, Las Vegas, Nevada
The Pioneer Club Addition, Las Vegas, Nevada
The View Mixed-Use, Las Vegas, Nevada
Aquarius Apartments, Las Vegas, Nevada
Gold Spike Hotel & Casino Remodel, Las Vegas, Nevada
601 Fremont Mixed Use, Las Vegas, Nevada
Venue of Vegas, Las Vegas, Nevada
Solterra Lofts & Towers, Las Vegas, Nevada
Factory Lofts Mixed Use, Las Vegas, Nevada
Ahern Corporate Center, Las Vegas, Nevada
Ahern Rentals & Extreme Manufacturing, Las Vegas, Nevada
Blue City Mixed Use, Las Vegas, Nevada
Metreon Mixed Use, Las Vegas, Nevada
Flamingo Pointe Corporate Center, Las Vegas, Nevada
Aliante Office Building, North Las Vegas, Nevada
The Grove Retail Center, North Las Vegas, Nevada
Dean Martin Flex, Las Vegas, Nevada
Cosmopolitan Towers, Las Vegas, Nevada
Paseo Verde Library, Henderson, Nevada
Durango Warm Springs Medical Campus 1 & 2 Story, Las Vegas, Nevada
4th & Charleston Conceptual Design, Las Vegas, Nevada
Deer Springs & Riley Office Complex, Las Vegas, Nevada
5th & Centennial Mixed Use, Las Vegas, Nevada
University Medical Center Master Plan, Las Vegas, Nevada
Oso Blanca Village Master Plan, Las Vegas, Nevada

City of Las Vegas

Howard Leiburn Senior Center, Las Vegas, Nevada

Clark County

Center for Information, Enterprise Technology
Visitor & Education Center, Wetlands Nature Preserve Award of Merit, Nevada
AIA Western Mountain Region 2002 & 1999, Award of Merit, Nevada Nevada
Society of Architects 1998
Chapel Relocation, Clark County Museum, Henderson , Nevada

University of Nevada, Las Vegas

Beam Music Center Award of Merit AIA Nevada 2002
Science, Engineering & Technololgy Complex Award of Citation, AIA Nevada 2004
Hospitality Campus Master Plan
Housing Master Plan Award of Merit Urban Planning, AIA Nevada 2002
Student Services Building Award of Merit Nevada Society of Architects 1995

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Kelly Benavidez, Term Expiration 3-6-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years, and members are limited to two terms. The Consolidated Library District Attorney has opined that a member of this Library District may serve two four-year terms plus any expired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. Membership on this Board requires City residency, and attendance is compensatory. Ms. Benavidez was appointed on June 2, 2004 to fill an unexpired term and reappointed to her first full term February 2, 2007. She is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure for this Board requires recommendation by any member of the City Council with Council ratification. Options are:
Reappoint Ms. Benavidez or appoint a new member to fill this seat

BACKUP DOCUMENTATION:
Current Listing and Authority

Las Vegas-Clark County Library District Board of Trustees

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Kelly Benavidez** Ward 2 Resident	6 /2 /2004 **Reapp: 2/7/2007**	3/6/2011	Barlow
2	**Dr. Aldo Aguirre** Ward 2 Resident Effective 4/3/2003	3 /5 /2003 **Reapp: 3/7/2007**	4/3/2011	Wolfson
3	**Ron Kirsh** Ward 4 Resident	5 /21/2008 **Reapp: 4/1/2009**	4/7/2013	Mayor
4	**M. Frances Barron** Ward 1 Resident Formerly Frances Sponer	4 /3 /2002 **Reapp: 3/16/2005** **4/15/2009**	4/18/2013	Reese
5	**Carol A. Reese** Ward 3 Resident	4 /15/2009 **Reapp: N/A**	4/18/2013	Mayor

AUTHORITY: Consolidated Library District created by the 1985 Legislature, S. B. 158, 2-18-85, NRS 379.0222 Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement .

Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

TERM: 4 years (limited to 2 terms)
(Must fill unexpired portion of terms, if appropriate)

*In March of 2009, the Consolidated Library District Attorney reversed the opinion made in 2003 that members may serve two four-year terms plus any unexpired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. The new opinion removes the 10 year cap while maintaining the limit to two full terms in addition to any portion of an unexpired term to which the member has been appointed.

MEMBERS: 5 members appointed by the City Council
(County also appoints 5 members)

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive $40 per meeting, but not more than $80 per month.

CONTACT: Ms. Jeanne Goodrich, Executive Director, 833 Las Vegas Boulevard North, Las Vegas, Nevada, 89101 - 507-3611

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-5 – Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees. 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 update the permitting and identification requirements for news racks. The bill includes authorization for permit sticker fees in the amount of $50 and an application fee in the amount of $2. The bill also will allow news racks to be bolted to sidewalks if done in an approved manner.

RECOMMENDATION:
ADOPTION at 3/2/2011 City Council Meeting pursuant to the 2/15/2011 Recommending Committee Meeting.

First Reading – 2/2/2011; First Publication – 2/17/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-5
2. Business Impact Statement

BILL NO. 2011-5

ORDINANCE NO. _____

AN ORDINANCE RELATING TO NEWS RACKS; UPDATING PERMITTING AND IDENTIFICATION REQUIREMENTS, INCLUDING AUTHORIZATION FOR PERMIT STICKER FEES; AUTHORIZING THE BOLTING OF NEWS RACKS TO SIDEWALKS; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees.

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

SECTION 1: Title 13, Chapter 24, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.24.020: (A) Every person or other entity which places or maintains a news rack on a public sidewalk or parkway of the City shall: [have his or its name, address and telephone number affixed thereto in a place where such information may be easily seen, but such information shall not take up space on the rack in excess of six square inches. The City shall issue an identification number for each authorized news rack. The identification number shall be displayed upon each news rack so that it is prominent and readily visible.]

(1) Obtain from the City a permit sticker for that news rack in accordance with Subsection (B) of this Section;

(2) Affix to the news rack, in a prominent location so as to be readily visible from the adjacent roadway, the permit sticker referred to in Paragraph (1) above;

(3) Affix to the news rack, in a prominent location so as to be readily visible but limited to an area no greater than six square inches, the name, address and telephone number of the persons or entities responsible for the placement and maintenance of the news rack; and

(4) Maintain in place and in readable condition the permit sticker and other information affixed to the news rack in accordance with this Subsection (A).

(B) Permit stickers for authorized news racks will be issued by the City on an annual basis, or as needed. In accordance with Section 13.24.025, the Director is authorized to charge

a fee for each initial, renewal or replacement permit sticker, and the fee must be paid in order to obtain such a sticker. A permit sticker must be affixed to the news rack to which it pertains within thirty days after its issuance.

SECTION 2: Title 13, Chapter 24, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 25, reading as follows:

13.24.025: (A) The Director is authorized to charge the following fees under this Chapter:

(1) A nonrefundable permit sticker fee of fifty dollars for each initial, renewal or replacement permit sticker issued under Section 13.24.020.

(2) A nonrefundable application fee of two dollars for each application submitted under Section 13.24.085 or 13.24.210, or two dollars for each location applied for if the Director accepts multi-location applications.

(B) The fees authorized by this Section are intended, and may only be used, to partially offset the costs of processing applications, issuing permit stickers, and administering and enforcing this Chapter.

SECTION 3: Title 13, Chapter 24, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.24.110: Notwithstanding any other provision of this Chapter, no news racks shall be placed, installed, used or maintained:

(A) Within five feet of any marked crosswalk;

(B) Within seventeen feet of the curb return of any unmarked crosswalk;

(C) Within five feet of any fire hydrant, fire call box, police call box or other emergency facility;

(D) Within five feet of any driveway or alley;

(E) Within twenty-five feet ahead of, and five feet to the rear of, any sign marking a designated bus stop;

(F) Within six feet of any bus bench;

(G) In such a manner as to impede or interfere with the reasonable use of a window

used for display purposes;

(H) In such a manner as to be [permanently] affixed to any sidewalk, street or other City property[;], except as provided in LVMC 13.24.115;

(I) Within six feet of the boundary of the Fremont Street Experience pedestrian mall, as described in LVMC 11.68.040; or

(J) Without displaying thereon the information and identification number described in Section 13.24.020.

SECTION 4: Title 13, Chapter 24, 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 115, reading as follows:

13.24.115: (A) A news rack may be affixed to a sidewalk by bolts or other similar means if:

(1) The means of doing so is approved by the Director or is in accordance with a standard established by the Director; and

(2) The installation is performed in a manner that does not disturb the integrity of the sidewalk and that will allow the news rack to be removed without damage to the sidewalk.

(B) The person responsible for the placement of a news rack under this Section shall be responsible for any damage to the sidewalk that may remain after the news rack is removed and shall ensure that the sidewalk is restored to a safe and serviceable condition.

SECTION 5: 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 6: Whenever in this ordinance any act is prohibited or is made or declared

to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-19-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2011-5
(Updates the permitting and identification requirements for news racks, including authorization for permit sticker fees)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-5, that will update the permitting and identification requirements for news racks, including authorization for permit sticker 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 was sent to owners/operators of news racks within the City, informing them of the proposed ordinance and inviting them to provide written comments with respect to business impact. Written comments were received from three companies. As to business impact, the summary of the comments, which is available to interested persons as part of this business impact statement, is as follows:

–Imposing fees at this time will be unduly burdensome on news rack operators.

–As a result of the imposition of fees, distributors will have to give consideration to engaging in other means of distribution, including distribution by hand.

–The amount of the proposed fee is excessive in relation–both in relation to the need and with reference to what is constitutionally permissible.

–The principal burden of fees should be on those who do not follow the ordinance requirements, rather than having all permittees bear permit-related fees in the same amount.

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 fees (permit-related fees not having been charged previously)

Beneficial effects:

Establish a revenue source to help offset the cost of news rack regulation

Direct effects:

(See adverse effects and beneficial effects above)

Indirect effects:

None noted

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:

In response to the comments received, a meeting was scheduled for the purpose of discussing the concerns. Representatives of two of the responding companies attended. Among the items discussed was the possibility of allowing news racks to be bolted to sidewalks, which was represented as being a step the City could take to soften the impact of the proposed ordinance. Following the meeting, it was to decided to 1) include language in the ordinance to allow bolting, but 2) not to make any fee-related adjustment.

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

$122,000

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

$104,000

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 news rack regulation 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:

N/A

Date: January 19, 2011

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-6 – Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Sponsored by: Councilman Steve Wolfson

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will provide that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Any laws and regulations of other regulatory bodies that might apply to liquor stores will continue to apply.

RECOMMENDATION:
ADOPTION at 3/2/2011 City Council Meeting pursuant to the 2/15/2011 Recommending Committee Meeting.

First Reading – 2/2/2011; First Publication – 2/17/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-6
2. Business Impact Statement

BILL NO. 2011-6

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THAT THE CITY'S REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGES DO NOT PROHIBIT A MINOR FROM ENTERING OR REMAINING IN A LIQUOR STORE WITH A PACKAGE LICENSE AS LONG AS THE MINOR IS CONTINUOUSLY ACCOMPANIED BY THE MINOR'S PARENT OR LEGAL GUARDIAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steve Wolfson

Summary: Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

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

SECTION 1: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

"Alcoholic beverage" includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

"Alcoholic beverage caterer" means a person who serves or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.

"Art gallery or art studio" means a business establishment where the general public is invited to view artistic exhibitions, presentations and performances.

"Banquet or event establishment" means any establishment which is rented by individuals or groups to accommodate private or public events. Such establishment may or may not include:

(1) Kitchen facilities for the preparation or catering of food.

(2) Outdoor gardens or reception facilities.

"Beer" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

"Commercial center" means a concentration of retail stores that:

(1) Contains at least eighty thousand square feet of retail space enclosed within a building or buildings;

(2) Contains at least one anchor retail store of at least twenty thousand square feet;

(3) Includes a parking lot common to the retail stores; and

(4) Is situated on at least fifteen gross acres of land.

"Container," except as the context otherwise requires, means a receptacle provided by an establishment (or otherwise) from which alcoholic beverages are consumed on the premises of the establishment.

"Convenience store" means a retail establishment other than a drugstore, which:

(1) Offers for sale prepackaged food products, household items and other goods commonly associated with those products and items, provided that not more than thirty percent of its physical retail inventory on the establishment premises is devoted to alcoholic beverages;

(2) Contains not less than one thousand-two hundred square feet, nor more than five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and office areas; and

(3) Displays alcoholic beverages for sale no closer than ten feet from any public entrance to the establishment.

"Convention facility" means a structure which has at least 100,000 square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event, whether the activity is open or closed to the general public. For purposes of this Chapter, the term includes a stadium facility that is operated in conjunction with a convention facility, but does not include a permanent trade show facility.

"Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate

obtained from the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

"Downtown entertainment overlay district" means that area of the City bounded by Ogden Avenue on the north, Carson Avenue on the south, Las Vegas Boulevard on the west and 8th Street on the east.

"Drugstore" means a business establishment which occupies the entire business premises of a building, or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, where a State licensed pharmacist is present at all times the pharmacy operation is open for the purpose of compounding or dispensing, or both compounding and dispensing of drugs and medicines, and where a grill and fountain service is permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health items.

"Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to participate in the planning of activities and the utilization of services offered by a nonprofit corporation, association or organization. The term "dues" does not include fees paid for the purchase of drinks, meals or other services offered by a nonprofit corporation, association or organization.

"Event" means private or public activity, including, but not limited to, weddings, birthdays, ceremonials, commemorations, anniversaries, family reunions, fund raisers, political campaign gatherings, and religious or other types of observances.

"Gift basket" means a receptacle or container that may be filled with food items or novelty items, and alcoholic beverages in sealed or corked containers in quantities not greater than 25.4 ounces (approximately 1.79 pints), measured in the English system of weights and measures, or in quantities not greater than seven hundred fifty milliliters measured in the metric system of weights and measures.

"Groceries" means staple food stuffs, dairy products, meats and produce meant for human consumption; articles used in the preparation of food; and household supplies.

"Grocery store" means a business establishment which occupies all of the business premises of a building or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, and which contains more than five thousand square

feet of floor space for the display and sale of groceries and alcoholic beverages, exclusive of warehouse and office space. The term does not include an establishment in which more than thirty percent of the physical retail inventory on the establishment premises consists of alcoholic beverages.

"Hotel lounge bar" means a bar located in a lounge area of a hotel where alcoholic beverages are sold for consumption in specified areas only.

"Key employee" means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

"Liquor store" means a specialty retail store which does not allow entry to minors (except as provided for in LVMC 6.50.170) and which deals exclusively in alcoholic beverages and related items including magazines, newspapers and packaged snack foods.

"Malt beverage" means beer, ale, porter, stout and other similar fermented beverages of any name or description, brewed or produced from malt, wholly or in part.

"Meal" means an assortment of food listed on a menu which must include entrees, appetizers, side items and desserts available for purchase at various hours of the day.

"Mega store" means a business which has in excess of twenty-five thousand square feet of floor space devoted for the sale of a multiple line of products, including, but not limited to groceries, electronics, pharmaceuticals, home decorating and improvement supplies, office supplies, clothing and similar items.

"Nonprofit club" means any nonprofit corporation, association or organization which has been in continual existence for at least two years prior to applying for a license under this Chapter, and:

(1) Is organized or qualified to do business and operate under the laws of the State;

(2) Has tax-exempt status granted by the United States Internal Revenue Service;

(3) Maintains a membership of at least one hundred active members who are residents of Southern Nevada, who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association, or organization;

(4) Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases; and

(5) Maintains a sign-in log that each member and the member's guests must sign

upon entering the club house, clubroom or meeting room operated by the club.

"Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for consumption off the premises where the same are sold.

"On-sale" means the sale of alcoholic beverages for consumption on the premises where the same are sold.

"Permanent trade show" means an event held at a permanent trade show facility where products, goods or wares are displayed for the purpose of exhibitors demonstrating and soliciting orders for the wholesale of or offering for wholesale of such products, goods or wares exclusively to members of a specific industry or industries.

"Permanent trade show facility" means a parcel or contiguous parcels of land with one or more buildings located thereon consisting of a minimum of two hundred-fifty thousand square feet of floor space that is designed and intended primarily to conduct one or more permanent trade shows annually, at which members of the general public are not admitted. A "permanent trade show facility" may also be used for events to which the general public is invited.

"Restaurant" means a place which is regularly and in a bona fide manner used and kept open for the service of meals to guests for compensation; and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals.

"Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant for consumption only in connection with a meal on the premises where the same is sold.

"Sale" means the act of selling and, in connection therewith, "sell" means, for compensation or any other private or public business purpose at a commercial location, to sell, serve, give away, or distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell, serve, give away or distribute.

"Specialty merchandise store" means a retail store located within a commercial center that:

(1) Has at least eighteen thousand square feet of gross floor area;

(2) Has at least eleven thousand five hundred square feet of floor space dedicated to the sale and display of furniture, glassware, kitchenware and other household goods;

(3) Has at least three thousand six hundred square feet of floor space dedicated to the sale and display of gourmet foods and nonalcoholic beverages; and

(4) Maintains an inventory of beer, wine and coolers with a wholesale value of at least twenty-five thousand dollars.

"Supper club" means a restaurant and bar operation with alcoholic beverage sales wherein the bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar area by minors and the restaurant operation is the principal portion of the business.

"Wedding chapel" means a business establishment that is licensed to perform marriages in accordance with State law.

"Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the purposes of resale.

"Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than twenty-two percent of alcohol by volume.

SECTION 2: Title 6, Chapter 50, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.170: (A) A package license authorizes the sale, to consumers only and not for resale, of alcoholic beverages, in original sealed or corked containers, for consumption off the premises where the same are sold. **[**; however, on-premises wine, beer, cordial and liqueur tasting is permitted at a liquor store**]** In addition, a liquor store that holds a package license may provide on-premises wine, beer, cordial and liqueur tasting, but only if the licensee also holds a wine, beer, cordial and liqueur tasting license for that location.

(B) Nothing in this Chapter prohibits a minor from entering or remaining in a liquor store that holds a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-19-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2011-6
(Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-6 , that would provide that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

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:

Additional shopping option for customers

Direct effects:

See 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:

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: January 19, 2011

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-7 – Adopts by reference a Unified Development Code for the City. (TXT-39391, TXT-39392, TXT-39750, DIR-40341) Proposed by: Flinn Fagg, Acting Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt by reference a Unified Development Code, as a replacement for current Title 18 (relating to subdivisions and other land development) and Title 19 (relating to zoning). The preparation of the Unified Development Code has taken into account input received from a customer feedback committee, several public meetings, as well as Planning Commission review. The content and format were presented to the City Council in report form last December.

RECOMMENDATION:
ADOPTION as a First Amendment at 3/2/2011 City Council Meeting pursuant to the 2/15/2011 Recommending Committee Meeting.

First Reading – 2/2/2011; First Publication – 2/17/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-7
2. Title 19 Unified Development Code - Draft
3. Bill No. 2011-7 First Amendment
4. Title 19 Unified Development Code - Draft - First Amendment
5. Letters of Support

BILL NO. 2011-7

ORDINANCE NO. _____

AN ORDINANCE RELATING TO ZONING AND LAND DEVELOPMENT; REPEALING TITLES 18 AND 19 OF THE MUNICIPAL CODE AND ADOPTING BY REFERENCE A UNIFIED DEVELOPMENT CODE, TO BE CONTAINED IN A NEW TITLE 19; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Acting Director of Planning and Development

Summary: Adopts by reference a Unified Development Code for the City.

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

SECTION 1: Titles 18 and 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 2: The Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new title, designated as Title 19, consisting of that certain document entitled "Unified Development Code," which is hereby adopted by reference and by incorporation as a specialized code of the City of Las Vegas. Although not initially published as a physical part of the Municipal Code, the Unified Development Code, as Title 19 of the Municipal Code, shall be considered as part of the Municipal Code and shall be numbered and subdivided accordingly. Copies of the Unified Development Code shall be maintained in the Office of the City Clerk and in the departments charged with its administration and enforcement.

SECTION 3: The provisions of the Unified Development Code, adopted as Title 19 of the Municipal Code, may be amended from time to time by the adoption of an ordinance specifying the amendments to be made. Amendments may be accomplished by the means set forth in Section 2.100(3) of the City Charter. However, because the Unified Development Code is a specialized code capable of adoption by reference, amendments to the Unified Development Code may also be made by any means reasonably calculated to indicate the deletion or repeal of existing language and the addition or substitution of new language.

SECTION 4: Whenever in the Las Vegas Municipal Code there is a reference to a provision of Title 18 or Title 19, the City Council intends for the equivalent or successor provision

set forth in the Unified Development Code (the Title 19 adopted by this Ordinance) to apply, unless the context requires otherwise. In implementing, interpreting and enforcing the provisions of the Municipal Code which make reference to Title 18 or Title 19, the City Manager and City staff are vested with the authority and discretion to determine the intent of the Council and to implement that intent by reference to appropriate provisions of the Unified Development Code, any other provision of the Municipal Code, or any combination thereof.

SECTION 5: The Planning and Development Department is authorized and directed to:

(A) Include the date of the adoption of this Ordinance and its assigned ordinance number within the document referred to in Section 2 at such locations as are designed to reflect that information;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form; and

(D) File the final document with the City Clerk within three business days following the adoption of this Ordinance.

SECTION 6: This Ordinance shall become effective on May 1, 2011. However, the departments charged with its administration and enforcement shall have the discretion to implement the various provisions of this Ordinance immediately or gradually, using a transitional approach and time frames that take into account practicality, convenience and notice to the public and to those affected.

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: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-19-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to this item can be viewed by referring to the February 2, 2011 City Council meeting, Item 56.

FIRST AMENDMENT

BILL NO. 2011-7

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APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-15-11
Date

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VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Unified Development Code



The City of Las Vegas

DRAFT

Table of Contents

Chapter 19.00 - General Provisions

19.00.010 Short Title ..... ###
19.00.020 Authority ..... ###
19.00.030 Purpose and Intent ..... ###
19.00.040 Relationship to General Plan ..... ###
19.00.050 Relationship of Zoning Districts To General Plan ..... ###
19.00.060 Effectiveness and Applicability ..... ###
19.00.070 Administration ..... ###
19.00.080 Interpretation ..... ###
19.00.090 Enforcement ..... ###
19.00.100 Official Zoning Map Atlas ..... ###
19.00.110 Rules for Interpretation of Zoning District Boundaries ..... ###
19.00.120 Fee Schedule ..... ###

Chapter 19.02 - Subdivision Design and Improvement Requirements

19.02.010 Minimum Standards ..... ###
19.02.020 Director of Public Works ..... ###
19.02.030 Lots ..... ###
19.02.040 Sidewalks ..... ###
19.02.050 Drainage Improvements and Facilities ..... ###
19.02.060 Curbs and Gutters ..... ###
19.02.070 Sanitary Sewer Improvements ..... ###
19.02.080 Public Sanitary Lines ..... ###
19.02.090 Sanitary Sewer Cleanout ..... ###
19.02.100 Water Supply ..... ###
19.02.110 Fire Hydrants ..... ###
19.02.120 Landscaping Plan ..... ###
19.02.130 Improvements ..... ###

Chapter 19.04 - Complete Streets Standards

19.04.010 Street Connectivity ..... ###
19.04.020 Road Network ..... ###
19.04.030 Pedestrian and Vehicular Conflict Points ..... ###
19.04.040 Traffic and Transportation Plan (TTP) ..... ###
19.04.050 Intra-Connectivity ..... ###
19.04.060 Street Naming and Address Assignments ..... ###

19.04.070 Public Streets Right-Of-Way Widths ..... ###
19.04.080 Private Street Requirements ..... ###
19.04.090 Private Drive Requirements ..... ###
19.04.100 Alley Requirements ..... ###
19.04.110 Cul-De-Sacs ..... ###
19.04.120 Partially Dedicated Street or Alley ..... ###
19.04.130 Intersections ..... ###
19.04.140 Vertical Curves ..... ###
19.04.150 Reverse or Compound Curves ..... ###
19.04.160 Roadways and Streets - Design Criteria ..... ###
19.04.170 Street Grade Requirements ..... ###
19.04.180 Sight Clearance ..... ###
19.04.190 Paving Transitions and Crossovers ..... ###
19.04.200 Access Street Paving Requirements ..... ###
19.04.210 Compaction of Street Sub-grade and Base Material ..... ###
19.04.220 Residential Subdivisions ..... ###
19.04.230 Non-Residential Subdivisions ..... ###
19.04.240 Driveways ..... ###
19.04.250 Street Lighting ..... ###
19.04.260 Access Control Gates and Storage Areas ..... ###
19.04.270 Emergency Access Gates ..... ###
19.04.280 Private Drive Construction ..... ###
19.04.290 Traffic Circulation Safety ..... ###
19.04.300 Vehicular Access Prohibition to Primary or Secondary Thoroughfares ..... ###

Chapter 19.06 - Residential Districts - Purpose and Development and Design Standards

19.06.010 Applicability ..... ###
19.06.020 Intent of Development Standards ..... ###
19.06.030 General ..... ###
19.06.040 Development Standards ..... ###
19.06.050 U (Undeveloped) ..... ###
19.06.060 R-E (Residence Estates) ..... ###
19.06.070 R-1 (Single Family Residential) ..... ###
19.06.080 R-CL (Single Family Compact-Lot) ..... ###
19.06.090 R-TH (Single Family Attached) ..... ###
19.06.100 R-2 (Medium-Low Density Residential) ..... ###
19.06.110 R-3 (Medium Density Residential) ..... ###
19.06.120 R-4 (High Density Residential) ..... ###
19.06.130 R-MH (Mobile/Manufactured Home) ..... ###
19.06.140 Residential Sign Standards ..... ###

Chapter 19.08 - Commercial and Industrial Districts - Purpose and Development and Design Standards

19.08.010 Applicability ..... ###
19.08.020 Intent of Development Standards ..... ###
19.08.030 General ..... ###
19.08.040 Development Standards ..... ###
19.08.050 P-O (Professional Office) ..... ###
19.08.060 O (Office) ..... ###
19.08.070 C-1 (Limited Commercial) ..... ###
19.08.080 C-2 (General Commercial) ..... ###
19.08.090 C-M (Commercial / Industrial) ..... ###
19.08.100 M (Industrial) ..... ###
19.08.110 Commercial and Industrial District Sign Standards ..... ###

Chapter 19.10 - Special Area and Overlay Districts - Purpose and Development and Design Standards

19.10.010 Purpose and Intent ..... ###
19.10.020 C-V (Civic) ..... ###
19.10.030 P-C (Planned Community) ..... ###
19.10.040 PD (Planned Development) ..... ###
19.10.050 R-PD (Residential Planned Development) ..... ###
19.06.060 T-C (Town Center) ..... ###
19.10.070 T-D (Traditional Development) ..... ###
19.10.080 A-O (Airport Overlay) ..... ###
19.10.090 CD-O (Designed Commercial Overlay) ..... ###
19.10.100 DC-O (Downtown Casino Overlay) ..... ###
19.10.110 DCP-O (Downtown Centennial Plan Overlay) ..... ###
19.10.120 DE-O (Downtown Entertainment Overlay) ..... ###
19.10.130 G-O (Gaming Enterprise Overlay) ..... ###
19.10.140 HS-O (Hillside Overlay) ..... ###
19.10.150 HD-O (Historic Designation Overlay) ..... ###
19.10.160 SB-O (Las Vegas Boulevard Scenic Byway Overlay) ..... ###
19.10.170 LW-O (Live/Work .....Overlay) ..... ###
19.10.180 RP-O (Rural Preservation Overlay) ..... ###

Chapter 19.12 - Permitted Uses

19.12.010 Land Use Tables ..... ###
19.12.020 Accessory Uses and Structures ..... ###
19.12.030 Temporary Commercial Permits ..... ###
19.12.040 Conditional Uses ..... ###

19.12.050 Special Use Permits ..... ###
19.12.060 Parking Requirements ..... ###
19.12.070 Permissible Use Descriptions and Applicable Conditions and Requirements ..... ###
19.12.080 Use Provisions for the C-V District ..... ###
19.12.090 Use Restrictions for P-O, O and CD-O Districts ..... ###
19.12.100 Similar and Prohibited Uses ..... ###
19.12.110 Intent and Effect of Cross-Referencing Tools ..... ###
19.12.120 Off-Premise Signs ..... ###

Chapter 19.14 - Nonconforming Uses and Structures

19.14.010 Intent ..... ###
19.14.020 Applicability ..... ###
19.14.030 Regulations ..... ###
19.14.040 Expansion of a Nonconforming Use in a Conforming Building ..... ###
19.14.050 Nonconforming Uses and Buildings - Restoration After Damage ..... ###
19.14.060 Building - Abatement in "R" Residential Districts ..... ###
19.14.070 Renewable Energy Systems and Nonconforming Uses and Buildings ..... ###
19.14.080 Non-conformity Resulting From City Action ..... ###

Chapter 19.16 - Applications and Procedures

19.16.010 General Requirements ..... ###
19.16.020 Annexation ..... ###
19.16.030 General Plan Amendment ..... ###
19.16.040 Parcel Map ..... ###
19.16.050 Tentative Map ..... ###
19.16.060 Final Map ..... ###
19.16.070 Reversionary Map ..... ###
19.16.080 Vacation ..... ###
19.16.090 Rezoning ..... ###
19.16.100 Site Development Plan ..... ###
19.16.110 Special Use Permit ..... ###
19.16.120 Administrative Deviation ..... ###
19.16.130 Waiver ..... ###
19.16.140 Variance ..... ###
19.16.150 Development Agreements ..... ###
19.16.160 Temporary Commercial Permit ..... ###
19.16.170 Temporary Sign Permit ..... ###
19.16.180 Home Occupation Permit ..... ###
19.16.190 Model Home Permit ..... ###
19.16.200 Maintenance Districts ..... ###
19.16.210 Unified Development Code Text Amendment ..... ###

19.16.220 Street Name Change ..... ###
19.16.230 Review of Conditions ..... ###
19.16.240 Required Review ..... ###
19.16.250 Extension of Time ..... ###
19.16.260 Master Sign Plan ..... ###
19.16.270 Appendices ..... ###

Chapter 19.18 - Definitions and Measures

19.18.010 General ..... ###
19.18.020 Words and Terms Defined ..... ###
19.16.030 Measurement Rules ..... ###


CLV
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19.00

General Provisions


CLV
WEB
E-MAIL

19.00
General Provisions

19.00.010 Short Title 13

19.00.020 Authority 13

19.00.030 Purpose and Intent 13

19.00.040 Relationship to General Plan 13

19.00.050 Relationship of Zoning Districts To General Plan 14

19.00.060 Effectiveness and Applicability 14

19.00.070 Administration 14

19.00.080 Interpretation..... 15

19.00.090 Enforcement 17

19.00.100 Official Zoning Map 18

19.00.110 Rules for Interpretation of Zoning District Boundaries 19

19.00.120 Fee Schedule 19


CLV
WEB
?
E-MAIL

SHORT TITLE 19.00.010

The provisions of this Title shall be known and may be cited as the Unified Development Code of the City of Las Vegas and may be referred to as "this Title".

AUTHORITY 19.00.020

This Title is adopted pursuant to the provisions of the Nevada Revised Statutes (NRS), including NRS Chapter 278. The City Council may amend the text of this Title or the Official Zoning Map Atlas which is a part of this Title whenever public necessity, safety, general welfare or convenience requires.

PURPOSE AND INTENT 19.00.030

It is the purpose and intent of the City Council that this Title promotes the following purposes:

General

A. To preserve and enhance the present qualities and advantages that exist in the City;

B. To encourage the most appropriate use of land, water and natural resources consistent with the public interest;

C. To overcome present problems and handicaps and effectively manage future problems that may result from the use and development of land and property;

D. To prevent the impacts of both overcrowding of land and undue concentrations of population as well as the negative effects of leapfrogging sprawl and under-utilization of land and property;

E. To manage the orderly and efficient provision of adequate levels of public facilities and services necessary to support planned development;

F. To protect human, environmental, social, natural and economic resources;

G. To maintain, through orderly growth and development, the character and stability of present and future land use and development in the City.

H. To ensure that required on-site and off-site dedications and public improvements are properly installed or guaranteed;

Implementation of General Plan

I. To coordinate and ensure the execution of the City's General Plan through effective implementation of development review requirements, adequate facility and services review and other goals, policies or programs contained in the General Plan.

Comprehensive, Consistent and Equitable Regulations

J. To establish a system of fair, comprehensive, consistent and equitable regulations, standards and procedures for the review and approval of all proposed development, divisions, and mapping of land within the City in a manner consistent with State law.

Efficiently and Effectively Managed Procedures

K. To promote fair procedures that are efficient and effective in terms of time and expense and that appropriate process is followed in the review and approval of applications made under this Title;

L. To be effective and responsive in terms of the allocation of authority and delegation of powers and duties among ministerial, appointed and elected officials; and

M. To foster a positive customer service attitude and to respect the rights of all applicants and affected citizens.

Sustainability

N. To promote the implementation of the "Sustaining Las Vegas" Policy, Sustainable Energy Strategy and Climate Protection resolution of the City.

RELATIONSHIP TO GENERAL PLAN 19.00.040

The adoption of this Title is consistent and compatible with and furthers the goals, policies, objectives and programs of the General Plan. It is the intent of the City Council that all regulatory decisions made pursuant to this Title be consistent with the General Plan.

For purposes of this Section, "consistency with the General Plan" means not only consistency with the Plan's land use and density designations, but also consistency with all policies and programs of the General Plan, including those that promote compatibility of uses and densities, and orderly development consistent with available resources.

RELATIONSHIP OF ZONING DISTRICTS TO GENERAL PLAN 19.00.050

The establishment of zoning districts is intended to be one of the means of implementing the City's General Plan and any amendment thereto, as such implementation is permitted and required by State Law. The General Plan serves as a guideline and framework for the zoning and regulatory provisions of this Title. With respect to the Land Use Element of the General Plan, there are goals, objectives and provisions for use categories and density ranges, but also for the achievement of other planning objectives such as appropriate mixing and buffering of uses to ensure overall compatibility.

EFFECTIVENESS AND APPLICABILITY 19.00.060

A. General

The provisions of this Title are effective as of the date specified by Ordinance #### as adopted by the City Council on _____, 2011, unless otherwise modified by ordinance, and shall apply to the development of all land, public or private, within the corporate limits of the City, except as specifically provided otherwise in Nevada Revised Statutes. No application for the development of land, or for approval of a map under this Title, shall be approved unless the application is determined to be in conformance with the requirements of this Title and all applicable development regulations, including any standards, plans or policies that have been adopted so as to have a regulatory effect. No land shall be divided, used, or structure constructed, except in accordance with the regulations and requirements of this Title, including the requirement to obtain applicable approvals and permits prior to the development of the property. All development applications filed on or after the effective date of this Title, whether for new development or for the expansion or alteration of existing development, shall be processed in accordance with the standards, requirements and procedures established herein. For development applications which were filed before and are pending on the effective date of this Title, the City may require compliance with the standards and procedures set forth in this Title unless the applicant demonstrates that it is inequitable for the City to do so.

B. Exceptions

The provisions of this Title and any amendments hereto shall not affect the validity of any lawfully issued and effective building permits for development issued prior to the effective date of this Title, if the construction was prior to the effective date of this ordinance, and if the construction continued under valid permits until complete. If any such permit expires prior to completion, all future development shall be in conformance with the requirements of this Title.

ADMINISTRATION 19.00.070

A. Director of Planning and Development

For the purposes of this Title, the term "Director" means the Director of the Department of Planning and Development. The Director is hereby designated as the Secretary of the Planning Commission. Except where otherwise specified, the Director is responsible for the administration and enforcement of this Title. In connection with that responsibility, the Director shall have the authority to:

1. Accept and process applications under this Title;
2. Organize and maintain records associated with those applications;
3. Conduct the necessary review of maps and development documentation which have been submitted under this Title;
4. Verify compliance with all subdivision, zoning and development requirements;
5. Adopt specifications and procedures relating to the administration of this Title;
6. Take action to approve, deny or otherwise act upon applications in accordance with the provisions of this Title;
7. Approve or deny administrative deviations, exceptions and waivers in accordance with the provisions of this Title;
8. Perform any other function described in this Title that is not otherwise assigned to a particular person or entity; and
9. Delegate, designate or assign to another person any function described in this Section or Title, except to the extent not permitted by law.

B. Delegation of Authority

Whenever reference is made to the head of a Department or to some other City officer or employee, the reference shall be construed as authorizing the head of the Department or other officer to designate, delegate to and authorize professional-level subordinates to perform the required act or duty, unless the terms of the provisions or an applicable State statute specifies otherwise.

INTERPRETATION 19.00.080

A. Rules of Interpretation

In interpreting the language of this Title, the rules set out in this Section shall be observed unless the interpretation would be inconsistent with the express language of this Title. In the case of conflicting language, the more restrictive language shall apply.

B. Meaning and Intent

All provisions, terms, phrases and expressions contained in this Title shall be liberally construed in order to carry out the intent of the City Council. Terms used in this Title, unless otherwise specifically defined, shall have the meanings prescribed by NRS for the same terms. Any term not specifically defined or prescribed shall have the ordinary meaning ascribed to it in a dictionary of common usage.

C. Text Controls

In case of any conflict between the text of this Title and any figure, the text shall control.

D. Computation of Time

The time within which an act is to be performed shall be computed by excluding the first day and including the last day. If the last day is a Saturday, Sunday, legal holiday or other day that the City is officially closed to the public, that day shall be excluded. The following time-related words shall have the meanings ascribed below:

"Day" means a calendar day unless otherwise stated.

"Week" means seven calendar days.

"Month" means one calendar month.

"Year" means a calendar year, unless a fiscal year is indicated.

E. Other Clarifications

1. Headings

a. Levels of headings used in this Title include Chapters (for example "Chapter 19.00"), Sections (for example "19.00.010"), Subsections (for example "A."), Paragraphs (for example "1.") and Subparagraphs (for example "a.").

b. The headings contained in this Title are for convenience only and do not limit or modify the intent or meaning of the provisions.

2. Tense.

Unless clearly indicated to the contrary, words used in the present tense shall include the future, words used in the plural shall include the singular, words used in the singular shall include the plural, and words of one gender shall include the other.

3. Use of Certain Words.

The words "shall," "must," and "will" are always mandatory. The words "may" and "should" are discretionary. Words and phrases shall be construed according to the common and approved usage in the language, but technical words and phrases that may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to that meaning.

4. Written Information.

References to "written" information shall mean any representation of words, letters or figures whether by printing or other form or method of writing.

5. Conjunctions.

Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows:

"And" indicates that all connected items or provisions apply; and

"Or" indicates that the connected items or provisions may apply singularly or in any combination.

H. Implementation

All applications which have been accepted as complete by the Director prior to the effective date of this Title shall be processed in accordance with, and subject to, the regulations and requirements in effect at the time the application was accepted as complete. Unless otherwise provided in this Title, the review of previously approved Special Use Permits and other zoning actions bearing a time limitation or subject to periodic review may be evaluated with reference to the requirements of this Title, as amended, unless the property owner or developer demonstrates that it is inequitable for the City to do so. Except as otherwise provided in LVMC 19.00.060 (B), any application accepted as complete after the effective date of this Title shall be processed in accordance with and subject to this Title.

I. Minimum Requirements

Within the scope and authority of this Title, the provisions hereof are intended to be the minimum requirements adopted for the promotion of the public health, safety and general welfare. Where the provisions of this Title impose greater restrictions than those of any other

ordinance, resolution or regulation, the provisions of this Title shall prevail. Where the provisions of any other ordinance, resolution or regulation impose greater restrictions than those of this Title, the provisions of that other ordinance, resolution or regulation shall prevail.

J. Private Covenants or Deed Clauses

No provision of this Title is intended to interfere with or abrogate or annul any easement, private covenants, deed restriction or other agreement between private parties. In cases in which this Title imposes a greater restriction upon the use of land or structures, the provisions of this Title shall prevail and control. By virtue of this Title, the City is not a party to and has no power or authority to enforce private deed covenants, conditions or restrictions. Private covenants or deed restrictions which impose conditions more restrictive than those imposed by this Title, or which impose restrictions not covered by this Title, are not implemented nor superseded by this Title.

K. Regulatory Conflicts

Except as otherwise specifically provided, it is not the intent of this Title to repeal, abrogate, annul, or in any way to impair or interfere with any other existing provisions or law or ordinance, or any other rules, regulations or permits previously adopted or issued, or which will be adopted or issued pursuant to law relating to the erection, construction or alteration of an establishment or the moving or enlargement of any buildings. Without limiting the application of the preceding sentence, the provisions of LVMC Chapter 14.11 shall prevail over any provision of this Title to the extent of any conflict or inconsistency.

L. Limitations on City Action

The issuance or granting of a building permit or approval of plans or specifications under the authority of the Building Code shall not be construed to be a permit for, or an approval of, any violation of any provisions of this Title or any amendments thereto, or of any other law. No permit, approval, representation, action or inaction on the part of a City officer or employee which purports, or could be interpreted, to authorize the violation or cancellation of any of the provisions of this Title shall limit the City's authority to enforce the provisions of this Title or any other provision of the Municipal Code. No permit or other approval issued under the provisions of this Title shall constitute or imply approval of any business license or permit required by any provision of the Municipal Code. Any permit, license or other approval which is issued in error in conflict with this Title is voidable by order of the City.

M. Other Limitations

No provision in this Title amounts to a guarantee, warranty or promise that any particular type of construction will be free from defect, will perform in a certain manner, or will be exempt from other legal requirements applicable thereto. The issuance of a permit, or the inspection or approval of any permit, plans or work under this Title, shall in no way constitute a guarantee, warranty or promise that any particular material, labor or construction will be free from defect, or perform in a certain manner, or will be durable, safe or fit for a particular purpose or use. Compliance with this Title is not intended to substitute for the performance of any private duty, nor to reduce or eliminate any private liability on the part of an owner, developer or permittee.

N. Appeals of Interpretation

1. **General.** Except as otherwise provided in Paragraph (2) below, any person aggrieved in connection with the inability to obtain a building permit or by the decision of any administrative officer or agency based upon or made in the course of the administration or enforcement of any provision of this Title may appeal the decision to the City Council. An appeal must be in written form and must be filed in the office of the City Clerk, with a copy to be filed in the office of the Department. The appeal must be filed within ten days after the administrative decision is made and shall specifically describe the decision at issue and the basis for the appeal. The appeal shall be considered on the next available agenda of the City Council.

2. **Appeal Unavailable.** An appeal pursuant to Paragraph (1) is not available:

   a. For the purpose of avoiding or circumventing the application procedures set forth in LVMC Chapter 19.16; or

   b. Regarding a decision where the result of, or the remedy or relief from, that decision is specifically provided for by means of an application or process described in LVMC Chapter 19.16. Such decisions include without limitation:

      i. An administrative decision to deny a particular application where LVMC Chapter 19.16 specifically provides for a subsequent application or process to follow such a denial; or

      ii. An administrative decision that a particular development or activity does not qualify

or is ineligible for a particular type of application, where LVMC Chapter 19.16 specifically provides for a subsequent application or process to follow such a decision.

ENFORCEMENT 19.00.090

A. General

1. **Purpose**. Enforcement of the provisions of this Title shall be pursued in order to provide for its effective administration, to ensure compliance with any condition of development approval, to promote the City's planning efforts, and to protect the public health, safety and general welfare.

2. **Responsibility**. The provisions of this Title, and any conditions of development approval which have been imposed thereunder, may be enforced by the Director; the Las Vegas Metropolitan Police Department; and any other City of Las Vegas officer and employee designated to do so. Any structure or use which is established, operated, erected, moved, altered, enlarged, or maintained contrary to the provisions of this Title shall be subject to the remedies and penalties set forth in this Chapter. A building permit, business license, subdivision or other application may be denied for failure to comply with this Title, including any condition or standard imposed on any application granted under this Title.

3. **Stop Work Order.** A "Stop Work Order" may be issued with respect to any construction which is in violation of this Title or in violation of any condition which has been imposed on a permit or other approval under this Title.

B. Violations

1. **Misdemeanor**

   a. It is unlawful for any person to sell, offer for sale or cause or permit to be sold or offered for sale, any portion of any subdivision or other division of land in the City prior to the recording of an approved parcel map or final map with the County Recorder;

   b. It is unlawful for any person, whether acting as a principal, agent or employee, to violate any provision of this Title, or of any condition imposed upon a Tentative Map, Parcel Map, Special Use Permit, Site Development Plan Review, Variance, Administrative Deviation, Home Occupation Permit or Temporary Commercial Permit granted hereunder.

   c. It is unlawful for the owner, general agent, lessee or tenant of a building or premises or for any other person to cause, permit or assist in the occurrence or commitment of a violation of any provision of this Title or of any condition imposed upon a Tentative Map, Parcel Map, Special Use Permit, Site Development Plan Review, Variance, Administrative Deviation, Home Occupation Permit or Temporary Commercial Permit granted hereunder.

2. **Administrative Action.** For any violation of this Title, or of any approval granted or condition of approval imposed hereunder, the City may pursue administrative action to:

   a. Review, modify, suspend, or revoke an approval or permit issued hereunder;

   b. Require the discontinuance of a use operating as a conditional use under LVMC 19.12.040; or

   c. As an alternative to requiring discontinuance under Subparagraph (b) of this Paragraph (2), require that a use operating as a conditional use under LVMC 19.12.040 comply with additional conditions or limitations.

3. **Nuisance**. Any building or structure set up, erected, built, moved, or maintained or any use of property contrary to the provisions of this Title shall be, and is declared to be, unlawful and a public nuisance and the City Attorney shall, upon order of the City Council, immediately commence actions or proceedings for the abatement, removal and enjoinment of it in a manner provided by law and shall take such other steps and shall apply to the court as may have jurisdiction to grant relief to abate or remove the building, structure or use, and restrain and enjoin any person from setting up, erecting, building, moving, or maintaining any building or structure, or using any property contrary to the provisions of this Title.

4. **Remedies Cumulative.** All remedies provided herein shall be cumulative and not exclusive.

5. **Violations Continue.** Any violation of the previous Subdivision Regulations or Zoning Code will continue to be a violation under this Title and be subject to penalties and enforcement under this Section, unless the use, development, construction, or other activity complies with the provisions of this Title.

OFFICIAL ZONING MAP 19.00.100

A. Adoption of Official Zoning Map

The boundaries of each zoning district are delineated and shown on the Official Zoning Map of the City of Las Vegas. The Official Zoning Map, together with all notations, references, dimensions, designations and other information shown on the map, is adopted and made part of this Title by reference. The Official Zoning Map shall be stored, maintained, and kept current by the Department.

B. Establishment of Zones

1. The residential zoning districts established by this Title are as follows and shall be known and cited as:

Abbreviated Designation	Zoning District Name	District Purpose
U	Undeveloped	page 71
R-E	Residential Estates	page 75
R-1	Single Family Residential	page 79
R-CL	Single Family Compact-Lot	page 83
R-TH	Single Family Attached	page 89
R-2	Medium-Low Density Residential	page 93
R-3	Medium Density Residential	page 97
R-4	High Density Residential	page 101
R-MH	Mobile/Manufactured Home Residential	page 105

2. The commercial and industrial zoning districts established by this Title are as follows and shall be known and cited as:

Abbreviated Designation	Zoning District Name	District Purpose
P-O	Professional Office	page 18
O	Office	page 157
C-1	Limited Commercial	page 161
C-2	General Commercial	page 165
C-M	Commercial/Industrial	page 169
M	Industrial	page 173

3. The special area zoning districts established by this Title are as follows and shall be known and cited as:

Abbreviated Designation	Zoning District Name	District Purpose
C-V	Civic	page 221
P-C	Planned Community	page 223
PD	Planned Development	page 227
T-C	Town Center	page 233

4. The overlay zones established by this Title are as follows and shall be known and cited as:

Abbreviated Designation	Zoning District Name	District Purpose
A-O	Airport Overlay	page 241
CD-O	Designed Commercial Overlay	page 245
DC-O	Downtown Casino Overlay	page 247
DCP-O	Downtown Centennial Plan Overlay	page 253
DE-O	Downtown Entertainment Overlay	page 255
G-O	Gaming Overlay	page 257
HS-O	Hillside Development Overlay	page 259
HD-O	Historic Designation Overlay	page 271
SB-O	Las Vegas Boulevard Scenic Byway Overlay	page 283
LW-O	Live/Work Overlay	page 285
RP-O	Rural Preservation Overlay	page 287

C. Transitional Rules

Property which, on the effective date of this Title, was classified under a zoning classification which no longer exists under this Title will be reclassified by the City to an existing classification by subsequent Rezoning action. Until that action occurs, such property shall be governed by the requirements and limitations applicable to the zoning classification in effect just before the adoption of this Title.

D. Amendments

1. No change to the Official Zoning Map shall be authorized without the approval of a rezoning application. The application shall be processed in accordance with the requirements of LVMC 19.16.090. No change to the Official Zoning Map shall be authorized or become effective without final action of the City Council or a court of competent jurisdiction.

2. No amendment or rezoning shall be approved unless it is consistent with the goals, objectives and policies of the General Plan.

3. The Official Zoning Map shall show the dates and appropriate action references for all approved amendments.

E. Correction of Errors

The new Official Zoning Map may correct drafting and clerical errors or omissions in the previous Official Zoning Map, but no corrections shall have the effect of amending this Title or any subsequent amendment thereto except in accordance with the notice and hearing procedures set forth in LVMC 19.16.090.

F. Preservation of Old Maps

Unless the previous Official Zoning Map is lost or totally destroyed, all of the remaining parts shall be preserved, together with all available records pertaining to its adoption or amendment.

RULES FOR INTERPRETATION OF ZONING DISTRICT BOUNDARIES 19.00.110

A. Boundary Presumptions

The following presumptions shall apply in determining uncertain boundaries of a district as shown on the Official Zoning Map:

1. Where a boundary follows a public street or alley, the centerline of the street shall be the boundary.

2. Where a boundary follows a lot line, the lot line shall be the boundary.

3. In cases where district boundary lines are indicated as approximately paralleling street, alley, right-of-way or easement lines existing at the time of the enactment of this Title, they shall be construed as meaning 100 feet distant from the street, alley, right-of-way or easement line, unless otherwise specifically dimensioned on the Official Zoning Map.

4. In instances where district boundary lines divide a parcel of unsubdivided property, the precise location of the district boundary shall be determined by the use of the scale appearing on the Official Zoning Map, unless the boundary is indicated by a specific dimension on the Official Zoning Map.

5. Where any public right-of-way is officially vacated or abandoned, the land use district regulations applied to abutting property shall thereafter extend to the former centerline of the vacated or abandoned right-of-way.

B. Determination

With regard to any uncertainty of boundaries that cannot be resolved with reference to the above presumptions, the Director shall determine the location of the district boundary.

FEE SCHEDULE 19.00.120

A. Adopted

The Director is authorized to charge fees related to the processing of applications, appeals and other requests in accordance with the Fee Schedule. The fee schedule, which is adopted by resolution of the City Council and is incorporated by this reference, shall be maintained on file in the office of the City Clerk. The fee schedule may be revised or amended from time to time by resolution of the City Council.

B. When payable

Fees for filing applications, appeals and other requests under this Title are set forth in the Fee Schedule and are due at the time the application or request is filed.

C. Additional Fees

With respect to any application, appeal or other request under this Title that requires notification of a public hearing, the applicant shall also pay the notification and advertising costs identified in the Fee Schedule. Payment of those costs shall be made upon filing of the application.

D. Waiver of Fees

The City Manager may waive any fee referred to in the Fee Schedule on behalf of:

1. Any member of the Southern Nevada Regional Planning Coalition; or

2. Any entity with whom the Coalition is required to integrate long-term planning programs pursuant to NRS 278.02584.

19.02

Subdivision Design, Construction and Improvement Requirements

Unified Development Code
Title 19


CLV
WEB
?
E-MAIL

19.02
Subdivision Design and Improvement Requirements

19.02.010 Minimum Standards 25

19.02.020 Director of Public Works 25

19.02.030 Lots 25

19.02.040 Sidewalks 25

19.02.050 Drainage Improvements and Facilities 25

19.02.060 Curbs and Gutters 25

19.02.070 Sanitary Sewer Improvements 25

19.02.080 Public Sanitary Lines 25

19.02.090 Sanitary Sewer Cleanout 26

19.02.100 Water Supply 26

19.02.110 Fire Hydrants 26

19.02.120 Landscaping Plan 27

19.02.130 Improvements 27

19.02.140 Intersections 29

19.02.150 Vertical Curves 29

19.02.160 Reverse or Compound Curves 29

19.02.170 Roadways and Streets - Design Criteria 29

19.02.180 Street Grade Requirements 29

19.02.190 Sight Clearance 29

19.02.200 Paving Transitions and Crossovers 30

19.02.210 Access Street Paving Requirements 30

19.02.220 Compaction of Street Sub-grade and Base Material 30

19.02.230 Driveways 30

19.02.240 Street Lighting 30

19.02.250 Access Control Gates and Storage Areas 30

19.02.260 Emergency Access Gates 30

19.02.270 Private Drive Construction 30

19.02.280 Traffic Circulation Safety 30

19.04.290 Vehicular Access Prohibition to Primary or Secondary Thoroughfares 31

19.04.300 Multiple Species Habitat Conservation 31

MINIMUM STANDARDS 19.02.010

The design standards of this Chapter shall constitute the minimum design and construction standards for all development and land divisions created through the parcel map, tentative map and final map processes. All improvements required by this Title shall be designed, installed and maintained in accordance with applicable City standards.

DIRECTOR OF PUBLIC WORKS 19.02.020

The Director of Public Works is responsible for the administration and enforcement of any provisions of this Title that are assigned or delegated to the Director of Public Works by the provisions of this Title. In connection with that responsibility, the Director of Public Works shall have the authority to:

A. Cooperate with the Director of Planning and Development in administering and enforcing this Title;

B. Act upon and process applications under this Title, to the extent assigned or delegated that responsibility;

C. Conduct the necessary review of maps and development documentation which have been submitted under this Title;

D. Provide interpretations and references regarding applicable requirements for off-site improvements, rights-of-way, dedications, and drainage and traffic studies;

E. Provide comments or other input to ensure the inclusion of appropriate survey data, recommendations and related documentation;

F. Approve or deny administrative exceptions and waivers in accordance with the provisions of this Title; and

G. Delegate, designate or assign to another person any function described in this Section, except to the extent not permitted by law.

LOTS 19.02.030

A. City Boundary Line

Lots shall not be divided by City boundary lines.

B. Minimum Area Requirements

In addition to the minimum lot area requirements of this Title, the size of any lot which is not served by public water supply or which is not served by a public sanitary sewer system must comply with applicable Clark County District Board of Health standards.

SIDEWALKS 19.02.040

Sidewalks shall be provided in accordance with City standards. Alternative pedestrian ways, greenbelt systems or other sidewalk designs may be approved by the Director and the Director of Public Works. The final sidewalk system shall provide a logical and continuous path to area pedestrian destinations, including schools and playgrounds. Sidewalk and pedestrian way width and construction shall be in accordance with City standards.

DRAINAGE IMPROVEMENTS AND FACILITIES 19.02.050

The design and construction of all curbs, gutters and other drainage improvements and facilities shall comply with City standards and with any site-specific drainage plan and technical drainage study that has been accepted or approved by the City.

CURBS AND GUTTERS 19.02.060

All curbs and gutters on all streets required to meet the provisions of LVMC Chapter 19.04, whether private or public, shall be eighteen inch L-type. All curbs and gutters on streets not required to meet LVMC Chapter 19.04 standards with a right-of-way width of sixty feet or more shall be twenty-four inch L-type. On all other streets, whether private or public, thirty-inch roll-type curb and gutter may be allowed as long as the requirements of the site-specific drainage plan and technical drainage study do not prohibit the use of roll-type curb due to anticipated drainage flows.

SANITARY SEWER IMPROVEMENTS 19.02.070

The design and construction of all sanitary sewer improvements shall comply with City standards.

PUBLIC SANITARY LINES 19.02.080

A. Location

Public sanitary sewer lines shall be located in dedicated public rights-of way, public streets, public sanitary sewer easements or public alleys. In any case where a public sanitary sewer line is located in a public utility easement, a sanitary sewer easement shall also be granted.

B. Installation

Except in commercial subdivisions, public sanitary sewer lines shall be installed to provide laterals to each lot. Laterals that serve single-family dwellings shall have a minimum diameter of four inches and be extended to the property line. Plans and profiles showing the exact coordinates for both manholes and laterals shall be provided on all Sanitary Sewer and Storm Drain Final Location Maps after construction of such facilities have been completed. Such Maps shall be submitted to the City upon completion of construction.

SANITARY SEWER CLEANOUT 19.02.090

No sanitary sewer or grease, sand, or oil separator cleanout shall be permitted in public rights-of-way.

WATER SUPPLY 19.02.100

A. Adequacy

Water supply shall be adequate for all domestic use plus fire protection. The system is adequate if it can furnish the required fire flow (in gallons per minute) from any fire hydrant for the required duration of time while the required residual pressures are maintained in the system. Fire flow shall be provided in accordance with the requirements of the Fire Code and the Department of Fire and Rescue.

B. Delivered By Pump

Adequate water supply does not include the extent to which a system depends upon pumps delivering directly to mains. Required fire flow shall be available even though pumps may not be operating.

C. Source Other Than Water District

For a subdivision that proposes a water supply from a source other than the Las Vegas Valley Water District, the subdivider must submit to the City a copy of a State well permit; the design showing pressure, capacity, potential population capable of being served; and measures necessary to comply with National Board of Fire Underwriters recommended fire flow. The subdivider must submit an agreement or other written commitment satisfactory to the City guaranteeing a water supply for the subdivision. Lines to hydrants shall conform to recommendations of the National Board of Fire Underwriters.

D. From Wells

Any water supply obtained from wells shall be clearly shown on the map. A statement shall be submitted stating the capacity of the well, pressure, population that can be served and State certificate number issued for each well.

FIRE HYDRANTS 19.02.110

A. Determination of Number Required

For purposes of determining the number of hydrants required for a particular development, the maximum amount of flow per hydrant that may be counted in determining the system's adequacy is one thousand five hundred gallons per minute. The criteria for determining the fire flow and number of hydrants for any specific subdivision shall be those set forth in the Fire Code and the I.S.O. Manual adopted by the City.

B. Placement

Fire hydrants shall be spaced in accordance with the requirements of the Fire Code and the Department of Fire and Rescue.

C. Location

Hydrants shall be located in conformance with applicable Standard Drawings and the Fire Code. No hydrant shall be located inside or within twenty feet of the required right-of-way radius of a cul-de-sac. Public fire hydrant easements shall be provided for all public fire hydrants not located within public street rights-of-way.

D. Installation

Fire hydrants shall be installed prior to the commencement of any combustible construction in accordance with the requirements of the Fire Code and the Department of Fire and Rescue. All-weather access, as approved by the Department of Fire and Rescue, shall be provided to all hydrants and combustible construction.

E. Specifications

Hydrants shall conform to the latest edition of American Water Works Standard, C502, for fire hydrants, and the specifications set forth in City standards.

LANDSCAPING PLAN 19.02.120

Where landscaping is proposed or required for a residential subdivision, a landscaping plan shall be provided by the subdivider as an integral part of the subdivision design. Such a plan shall be prepared and submitted with each final map application addressing the landscape design of the subdivision with respect to such features as wall or fence design; land forms or berms; rocks and boulders; trees and plant materials; sculpture, art, paving materials, street furniture; subdivision entrance statements; common area landscaping; and other open space areas. Landscaping shall conform to all applicable City requirements. In no case shall landscaping or landscaping features be permitted that impede proper visibility at intersections or driveways.

IMPROVEMENTS 19.02.130

A. Essential Rights-Of-Way and Off-Site Improvements

Uses of land permitted in each zoning district shall be allowed only when the permit for any proposed improvement on the land includes provisions for the:

1. Dedication of all essential rights-of-way for major streets, minor streets, flood control, utilities and other public purposes; and

2. Provisions for the installation of essential off-site improvements as directed by the City. Essential rights-of-way and off-site improvements are defined as those rights-of-way and improvements required in connection with a proposed Rezoning, Special Use Permit, Variance, or Site Development Plan; required by the subdivision regulations of the City; or required by the Director of Public Works as appropriate and necessary to mitigate the impact of the development of property in the area. All improvements shall be constructed in accordance with the City standards and specifications.

B. Construction Agreement

The subdivider is responsible for the construction of all public improvements and for any private improvements associated with the parcel map or subdivision that may be required by the City. Required improvements shall be completed prior to the recordation of the parcel map or final map, unless the subdivider enters into an agreement with the City to install such improvements as provided for in Subsection (C) of this Section or has executed a covenant running with a land agreement, whichever is applicable, as determined by the Department of Public Works. Required dedications must be accomplished prior to the release of the parcel map or final map or such dedications must be noted on the approved maps as being offered for dedication.

C. Secured Agreement Required

The subdivider shall execute an agreement that guarantees the construction of the required public improvements and shall provide security for their construction in an amount equal to the estimated cost of construction plus ten percent additional for contingencies. The agreement shall be secured by such good and sufficient bond or other security as is deemed appropriate by the City to protect the public interest, and shall be in an amount determined to be sufficient to complete all required improvements and to remove all rubbish, trash, debris, surplus material and equipment from the area. The Director of Public Works shall be responsible for review and, if deemed acceptable, approval of all cost estimates for construction of required public improvements. The subdivider's engineer shall be responsible for submitting all improvement plans and quantity estimates in a manner and form that complies with City requirements.

D. Common Area and Off-Site Improvements Requirements

1. In connection with the approval of any parcel map or final map, the developer or subdivider must provide for the installation of common area and off-site improvements by obtaining the City's approval of either a phasing plan or a development agreement, as determined by the Director and the Director of Public Works.

2. The phasing plan or development agreement shall set out a development schedule for all common area and off-site improvements, including but not limited to water, sewer and storm drainage lines; streets; open space improvement; trails; parks; and landscaping. Except as otherwise provided in Paragraph (3), completion of common area and off-site improvements within any residential subdivision shall be scheduled to be concurrent with development (e.g., when fifty percent of the development is completed, at least fifty percent of the common area and off-site improvements shall be completed). Calculation of the percentage of the development that is completed shall be based upon the number of building permits issued.

3. All common area and off-site improvements within any residential subdivision shall be completed when seventy-five percent of the development is completed (e.g., when seventy-five percent of the development is completed, one hundred percent

of the common area and off-site improvements shall be completed). Calculations of the percentage of the development that is completed shall be based on the number of building permits issued.

4. A phasing plan is subject to review and approval by the Director of Public Works, as are revisions to the plan.

5. A development agreement is subject to review and approval pursuant to LVMC 19.16.150.

6. In the case of either a phasing plan or development agreement, the City is authorized to require security or a performance guarantee for the installation of common area and off-site improvements. The amount of the required security or performance guarantee shall be established by the Director of Public Works, and the form of security or performance guarantee must be acceptable to the City Attorney. To the extent possible, the provisions of Subsection (C) shall apply directly or by analogy to the installation of improvements and security required under this Section.

7. In accordance with LVMC 19.16.050(K), a specific parks in-lieu-of plan must be approved with the tentative map if the developer proposes park improvements in lieu of paying residential construction taxes.

E. Security Documents

The surety documents or other documents of security required in connection with an agreement to install improvements shall specify the duration of the security and its manner of release, and shall provide remedies in the event of default. Such security may be in the form of:

1. A cash deposit or approved government securities;

2. A performance or surety bond issued by a company authorized to issue such bonds in Nevada;

3. An agreement with a lending institution operating under Nevada law; providing, that the institution shall reserve sufficient funds out of the subdivider's construction loan (or funds otherwise set aside for the use of the subdivider) to assure completion of all required improvements, shall retain ten percent of the funds until the improvements are accepted by the City and shall not release any funds without the approval of the Director of Public Works;

4. A first deed of trust on real property located in or near the City. The deed of trust must name the City as beneficiary and be accompanied by appropriate agreements or other documents that sufficiently bind the subdivider and trustor to the satisfaction of the City Attorney. The appraised market value of the property which is the subject of the deed of trust must equal or exceed one hundred twenty-five percent of the value of the amount of security determined necessary by the Director of Public Works; or

5. In the case of improvements whose estimated cost is fifty thousand dollars or less, an agreement with the City providing that, in consideration of issuing a building or grading permit, the City may withhold certificates of occupancy or the inspection of buildings associated with the project unless and until the improvements have been completed to the City's satisfaction.

F. Special Improvement Districts

A subdivider may request the inclusion of a subdivision within a special improvement district and the City may include a subdivision in accordance with applicable procedures. If the City Council approves a special improvement district that includes a subdivision, the City may release the subdivider from the improvement guarantee executed pursuant to Subsection (E) above. The obligation to release shall not accrue until the contract for the special improvement district project has been awarded, and the release shall be only to the extent that the work of improvement will be accomplished through the special improvement district.

G. May Be Required

In connection with development approvals or permit approvals for residential and nonresidential developments that are not otherwise subject to the land division requirements of this Title, the City may require, as a condition of approval, that the developer install one or more of the following, to applicable City standards:

1. Appropriate off-site improvements;

2. Site access improvements; and

3. Private streets and common area improvements that are proposed to serve the development.

H. Off-Site improvements Agreement—Security

In order to assure the installation of any improvements required pursuant to Subsection (G) of this Section, the developer may be required to do one or more of the following:

1. Enter into a development agreement or covenant running with land agreement;

2. Enter into an off-site improvements agreement and post adequate security therefor in accordance with the provisions of this Section;

3. Provide an alternate or equivalent means of assurance that is satisfactory to the City, including the payment of moneys in lieu of improvements.

INTERSECTIONS 19.02.140

A. Length

Any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least two hundred twenty feet, measured from centerline to centerline. Intersections of streets providing service internally within a subdivision, where they do not intersect arterial or major streets, shall be offset a minimum of one hundred twenty-five feet. The City Traffic Engineer, at his sole discretion, may allow lesser separation than the distances set forth above if the applicant can demonstrate that the alternative design can safely accommodate traffic circulation.

B. Angles

Street intersections shall be at an angle of ninety degrees, or as close to ninety degrees as is practicable. In no case shall an intersection be at an angle less than seventy-five degrees.

C. Standard Compliance

Intersection designs shall comply with the applicable Uniform Construction Design Standards except in cases where a 60-foot planned minor collector intersects a roadway of an equal or lesser right-of-way width. At such intersections, pavement widths and curb return radii shall comply with City Standards.

VERTICAL CURVES 19.02.150

Vertical curves shall be provided in all changes in grade where the total algebraic difference is one percent or greater meeting the standards of the most recent edition of "A Policy on Geometric Design of Highways and Streets" (also known as The Green Book). The Director of Public Works may waive this requirement if the applicant can demonstrate that meeting this requirement is impractical.

REVERSE OR COMPOUND CURVES 19.02.160

Reverse or compound curves on any street, except residential streets, shall be separated by a tangent of one hundred feet or more. The Director of Public Works may waive this requirement if the applicant can demonstrate that meeting this requirement is impractical.

ROADWAYS AND STREETS -- DESIGN CRITERIA 19.02.170

A. The design of roadways shall take into account and be based upon topography and drainage considerations.

B. All lots shall have frontage on, and access to, a public street or an irrevocable private street or private drive. Public street dedications to ensure lot access or the continuity of necessary public streets adjacent to or through the subdivision also may be required, as necessary, by the Department of Public Works.

STREET GRADE REQUIREMENTS 19.02.180

All streets should be designed and located so that as many building sites as possible are at or above the grade of the street. Grades of streets shall conform as closely as possible to the original topography. A combination of steep grades and curves should be avoided. Minimum street grade shall be 0.004 feet per foot, unless an acceptable alternate design is approved by the Director of Public Works.

SIGHT CLEARANCE 19.02.190

A sight visibility restriction zone (SVRZ) shall be provided at all intersections, including roadway with roadway and driveway with roadway intersections. Each such zone shall comply with Standard Drawing No. 201.2 of the Uniform Standard Drawings, Clark County Area, as it may be revised from time to time, or the applicable sign restriction standards set forth in the most recent edition of the manual entitled "A Policy on Geometric Design of Highways and Streets," as published by the American Association of State Highway and Transportation Officials. Each SVRZ shall be detailed on all plans that depict drainage, grading, fence layout, landscaping or other construction improvements. If required by the City Traffic Engineer, an additional exhibit detailing the SVRZ shall be recorded and a copy submitted to the City plans library. The final map shall provide a general statement making reference to the latest approved construction improvement plan. If a separate SVRZ exhibit is required by the City Traffic Engineer, the final map shall make reference to the exhibit as a recorded document identified by its book and instrument numbers. The SVRZ requirements of this Section shall apply to the location

of all public and private facilities and improvements, as determined by the Director of Public Works.

PAVING TRANSITIONS AND CROSSOVERS 19.02.200

The Director of Public Works may require the subdivider to install paving transitions and crossovers to accommodate existing and proposed paving improvements with a "sawtooth" or nonuniform alignment or width if the necessary public right-of-way or easement exists or can be obtained by the City.

ACCESS STREET PAVING REQUIREMENTS 19.02.210

The subdivider shall provide paved access from existing paved streets to the subdivision boundary where no such access exists. The access must be paved to a minimum travel width of twenty-four feet, with AC paving and standard base course as specified by the Director of Public Works. The Director of Public Works shall designate which street must be improved as an access street and may require a secondary paved access route and other mitigation measures deemed necessary as a result of or based upon traffic projects within the subdivision, the location of the subdivision, or neighborhood concerns.

COMPACTION OF STREET SUB-GRADE AND BASE MATERIALS 19.02.220

Compaction of street sub-grade and base materials shall comply with City standards.

DRIVEWAYS 19.02.230

A. Driveway design and construction shall comply with City standards.

B. For nonresidential development, or for residential lots other than single-family or duplex lots, the number, type and location of driveways must first be approved by the Director of Public Works.

C. Except as otherwise permitted by this Chapter or by City standards, or as otherwise approved by the Director of Public Works:

1. For any single-family or duplex residential lot, no more than a single entrance or circular driveway shall be provided.

2. No driveway access shall be permitted from the side or rear yard of any residential lot onto any primary or secondary thoroughfare so designated on the City's Master Plan of Streets and Highways.

STREET LIGHTING 19.02.240

Street lighting for public streets shall be designed, installed or upgraded in accordance with City standards unless the City Council allows an exception. The installation or upgrading of conforming lighting may be deferred if the deferral is approved by the City Council and the applicant executes a covenant running with land agreement to secure the installation or upgrade.

ACCESS CONTROL GATES AND STORAGE AREAS 19.02.250

When utilized on private streets or drives, access control gates and storage areas shall be designed, installed and located in accordance with City standards. Access control gates and all appurtenant facilities and equipment shall not be located in the public right-of-way. An adequate vehicle queuing area as determined by the Director of Public Works must be provided in order to prevent blockage of public streets. A pedestrian gate separate from the vehicular movement area shall also be provided.

EMERGENCY ACCESS GATES 19.02.260

All emergency access gates shall be designed, installed and maintained in accordance with City standards.

PRIVATE DRIVE CONSTRUCTION 19.02.270

Private drives shall be constructed in sufficient manner and width to accommodate anticipated on-site traffic conditions and shall be in accordance with LVMC 19.04.090 and any other applicable City standards.

TRAFFIC CIRCULATION SAFETY 19.02.280

Subdivisions shall be designed to provide safe and convenient living environments and traffic circulation. Whenever blocks are longer than one thousand two hundred feet, the Planning Commission may require the dedication and construction of pedestrian walkways, pedestrian or bicycle pathways or greenbelts of not less than five feet in width where deemed necessary for circulation and access to schools and playgrounds. The complete length of any such way shall be fully visible from the adjacent street.

VEHICULAR ACCESS PROHIBITION TO PRIMARY OR SECONDARY THOROUGHFARES 19.02.290

Each lot within a subdivision shall have access to a public or private street or private drive that complies with City standards. Lots with residential zoning and having less than one hundred feet on any side adjacent to a primary or secondary thoroughfare, as designated on the City's Master Plan of Streets and Highways, shall be prohibited vehicular access to the primary or secondary thoroughfare. The access prohibition shall be clearly indicated on the recorded final map. Unless no alternative exists due to the size or depth of the land to be divided, no residential lot shall front onto a primary or secondary thoroughfare. All such lots shall be oriented to have either their rear or side yard lines adjacent to the primary or secondary thoroughfare.

MULTIPLE SPECIES HABITAT CONSERVATION 19.02.300

A. Definitions

As used in this Section, the following terms shall have the following meanings:

"Development permit" means an on-site or off-site permit issued by the City to authorize the development of a parcel which has not previously been improved in accordance with all applicable City ordinances. The term includes building permits and grading permits for construction activity, but does not include demolition permits or temporary power permits.

"Implementing Agreement" means the document entitled "Clark County Multiple Species Habitat Conservation Plan Implementing Agreement," approved by the City Council on November 1, 2000, and as thereafter modified.

"Mitigation fee" means the fee imposed pursuant to the provisions of this Section.

"Multiple Species Habitat Conservation Plan" means the "Clark County Multiple Species Habitat Conservation Plan" approved by the City Council on August 18, 1999, and as thereafter modified.

"Parcel" means a parcel of real property that is the subject of a development permit application.

"Residential unit" means a building or portion thereof used by one family and containing but one kitchen, and designed for single-family residential purposes only.

"Section 10(a) permit" means a permit issued by the Secretary of Interior pursuant to Section 10(a) of the Federal Endangered Species Act of 1973, 16 U.S.C. Section 1539, to allow the incidental taking of threatened or endangered species in the course of otherwise lawful activities.

B. Purpose of Provisions

The purposes of this Section are to:

1. Provide funds to implement conservation actions within the City to protect various habitats and species located within the City;

2. Comply with the terms of the Multiple Species Habitat Conservation Plan and the corresponding Implementing Agreement, both of which have been approved by the City Council; and

3. Comply with Section 10(a) permits that have been or will be issued with regard to development activity within the City.

C. Mitigation Fee

1. Development Permits

No development permit for or real property located within the City shall be issued or approved without payment of the mitigation fee. Except as otherwise provided in Subparagraphs (a) and (b), each applicant for a development permit shall pay a mitigation fee of five hundred fifty dollars per gross acre (or portion thereof) that is included within any parcel to be developed and any additional area to be disturbed for related off-site improvements.

a. **Land Disturbance Report Required.** Each applicant for a development permit shall, prior to issuance thereof, complete a land disturbance report on the forms furnished by City departments responsible for issuing development permits. The land disturbance report must be complete, be signed by the applicant and contain at a minimum the following information: assessor's parcel number(s), number of acres within the parcel and the area to be disturbed by related off-site improvements, and the amount of any mitigation fee(s) actually paid.

b. **Processing Fee.** Each applicant for a development permit shall pay to the City department responsible for the issuance of a development permit a processing fee of twenty-five dollars per residential development permit

and fifty dollars per commercial development permit.

2. Exceptions

The following types of development are not required to pay the mitigation fee:

a. Reconstruction of any structure damaged or destroyed by fire or other natural causes;

b. Rehabilitation or remodeling of existing structures or existing off- site improvements; or

c. Any land disturbance by the City for a governmental purpose.

3. Adjustments

In the following cases, the mitigation fee shall be adjusted as indicated:

a. For any development concerning which the developer previously has paid mitigation-related fees pursuant to a consultation under Section 7 of the Federal Endangered Species Act, the mitigation fee shall be reduced by the amount of any Section 7 fees actually paid to the federal government.

b. For single-family residential development and manufactured housing on lots two gross acres in size or greater, where less than one-quarter of an acre of the property is graded or otherwise disturbed, with the balance of the property left in its natural condition, the mitigation fee shall be one hundred thirty-seven dollars and fifty cents. Where more than one-quarter acre but less than one-half acre is graded or otherwise disturbed, and the balance of the property is left in its natural condition, the fee shall be two hundred seventy-five dollars. Where more than one-half acre is graded or otherwise disturbed by the construction, the fee shall be five hundred fifty dollars per acre for each acre (or fraction thereof greater than one-half) which is graded or otherwise disturbed.

c. For freestanding off-premises signs, communication towers and similar structures that are unoccupied except for maintenance, where less than one-quarter of an acre of the property is graded or otherwise disturbed, the mitigation fee shall be one hundred thirty-seven dollars and fifty cents. Where more than one-quarter but less than one-half acre is graded or otherwise disturbed, the fee shall be two hundred seventy-five dollars. Where more than one-half acre is graded or otherwise disturbed by the construction, the fee shall be two hundred fifty dollars per acre for each acre (or fraction thereof greater than one-half) which is graded or otherwise disturbed.

d. Where a development permit has been issued previously and has expired, the applicant for a new development permit on the same parcel shall pay the mitigation fee required by the current version of this Section less any amount previously paid under this Section or its predecessor.

4. Collection and Deposit to Special Reserve Fund

All mitigation fees collected pursuant to the provisions of this Section shall be transmitted on a monthly basis, pursuant to an interlocal agreement, for deposit into a special reserve fund. That fund, including interest and other income which accrues thereto, shall be expended solely for the implementation of the terms of the Multiple Species Habitat Conservation Plan and associated Section 10(a) permits, as those documents currently exist or as they may hereafter be amended or issued.

5. Real Property Acceptance In Lieu of Payment

After approval by the U.S. Fish and Wildlife Service and the City Council, and upon compliance with any applicable statutory or charter provisions, the City or its designee may accept real property or interests therein in lieu of the payment of mitigation fees. The fair market value of such real property must equal or exceed the amount of the mitigation fees otherwise required to be paid.

D. Compliance with Provisions

1. Any person, firm or entity that engages in any activity within the City which is covered by the Multiple Species Habitat Conservation Plan, including residential and commercial development, agriculture, mining, grazing, and off-highway vehicle activities shall comply with the provisions of the following, all of which are on file in the offices of the City Clerk and the Department:

a. This Section;

b. The Multiple Species Habitat Conservation Plan;

c. The Implementing Agreement; and

d. Any Section 10(a) permit issued in connection therewith.

2. Any person, firm or entity (including any agent or employee) that complies with the provisions of this Section is permitted to incidentally take any species for which a Section 10(a) permit has been issued in favor of the City so long as that person, firm or entity has complied and continues to comply with the provision of the Multiple Species Habitat Conservation Plan, the Implementing Agreement, and any Section 10(a) permit issued in connection therewith.

3. Any person, firm or entity that is not required to pay a mitigation fee pursuant to this Section, but which is otherwise in compliance with the provisions of this Section, the Multiple Species Habitat Conservation Plan, the Implementing Agreement, and any Section 10(a) permit issued in connection therewith, is permitted to incidentally take any species covered by the Multiple Species Habitat Conservation Plan and for which a Section 10(a) permit has been issued in favor of the City.

4. The City is authorized to immediately revoke the permission granted to any person, firm or entity pursuant to Paragraphs (2) or (3), without additional action or notice, if that person, firm or entity ceases to be in compliance with Paragraphs (1), (2) or (3) of this Subsection.


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19.04

Complete Streets Standards


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Complete Streets Standards

19.04.010 Street Connectivity..... 39

19.04.020 Roadway Network 39

19.04.030 Vehicle/Pedestrian Separation Management 39

19.04.040 Traffic and Transportation Plan (TTP) 39

19.04.050 Intra-Connectivity 41

19.04.060 Street Naming and Address Assignments..... 42

19.04.070 Amenity Zone 44

19.04.080 Private Street Requirements..... 44

19.04.090 Private Drive Requirements 44

19.04.100 Alley Requirements 45

19.04.110 Cul-De-Sacs 45

19.04.120 Partially Dedicated Street or Alley..... 45

19.04.130 Improvement Width 45

19.04.140 Residential Subdivisions 45

19.04.150 Non-Residential Subdivisions 45

19.04.160 Signs in Public Rights-of-Way 46

19.04.170 Transportation - Land Use Matrix..... 46

19.04.180 120' Parkway Arterial Street..... 50

19.04.190 100' Primary Arterial Street..... 51

19.04.200 80' Major Collector Street..... 52

19.04.210 60' Minor Collector Street..... 53

19.04.220 60' Minor Collector Street (Urban Form)..... 54

19.04.230 47' Residential Street..... 55

19.04.240 47' Residential Street (Narrow Lot)..... 56


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STREET CONNECTIVITY 19.04.010

The purpose of this Chapter is to set forth requirements for achieving a connected transportation system as outlined in the City's General Plan to provide a safe and accessible environment for a variety of transportation modes and users. The connectivity standards set forth in this Chapter shall apply to all development projects whether utilizing public streets, private streets or private drives, unless otherwise provided.

All proposed development shall be designed in a manner that provides for and facilitates the logical overall design, placement and continuity of streets with respect to adjacent land parcels, and in accordance with the City's Master Plan of Streets and Highways and LVMC Title 13. Where a proposed development is adjacent to existing improvements, the Director of Public Works shall determine the extent to which it is appropriate to implement the standards outlined in this Chapter and approve, if necessary, designs for the transition from existing improvements to those that meet the standards of this Chapter.

ROADWAY NETWORK 19.04.020

A. The roadway network of the City shall generally be laid out as depicted in Figure 1 of LVMC 19.04.040 and outlined below:

1. Arterials shall follow section lines unless otherwise addressed in LVMC Title 13.

2. Major collector road spacing shall be of at distances not exceeding 2,640 feet (1/2 mile) from an arterial or another major collector;

3. Minor collector road spacing shall be of at least every 1,320 feet (one-quarter mile) from an arterial or major collector;

4. Residential and Local Street spacing shall be at intervals of no more than 660 feet.

5. High Density Residential or Mixed-Use Development shall provide street connections at intervals of no more than 330 feet.

VEHICLE/PEDESTRIAN SEPARATION MANAGEMENT 19.04.030

Pedestrian and vehicle separation shall be accomplished by the following treatments:

A. Sidewalks shall be required on both sides of all public and private streets in accordance with City Standards.

B. Sidewalks shall be provided adjacent to private drives to separate pedestrian and vehicular movements to include but not limited to commercial center drives, commercial driveways, park entrances and multi-family residential developments.

C. Sidewalks shall be offset from vehicular travel lanes along arterial and collector streets as illustrated for each such street classification in LVMC 19.04.180 through 19.04.210.

D. Sidewalk location on residential streets should be as illustrated for each such street classification in LVMC 19.04.230 through 19.04.240. The ultimate location shall be determined by the approved roadway cross section for the development.

E. Pedestrian roadway crossings not located at intersections, also known as mid-block crossings, must receive the approval of the City Traffic Engineer prior to being marked or used for such purposes.

TRAFFIC AND TRANSPORTATION PLAN (TTP) 19.04.040

A. As set forth in Table 1, all proposed development required to provide a Traffic and Transportation Plan (TTP) shall demonstrate that the proposed system of streets provides access to and from the development, as well as, access to all existing and future development within the TTP Area.

Table 1

# of acres to be developed	TTP Required	TTP Requirements
Less than 10 acres	No	Proposed development shall be designed to connect to existing linkages on adjacent development or in accordance with a previously approved TTP for the TTP Area; or If no TTP has been approved for the TTP Area, the development shall demonstrate to the satisfaction of the Director of Public Works that the proposed development will provide adequate linkage to the nearest right-of-way that appears on the Master Plan of Streets and Highways.

Illustrations & Graphics 19.04.040

FIGURE 1 - MASTER PLANNED STREETS (ONE SQUARE MILE GRID)

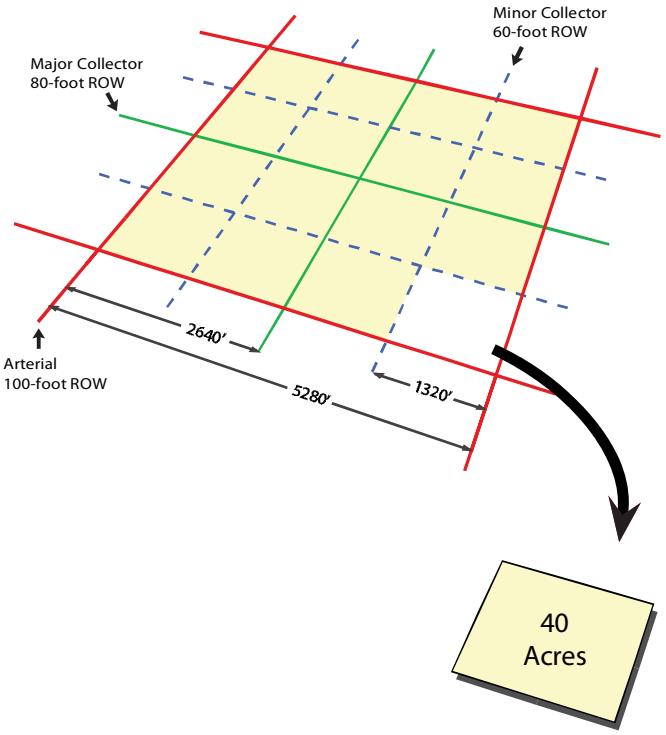
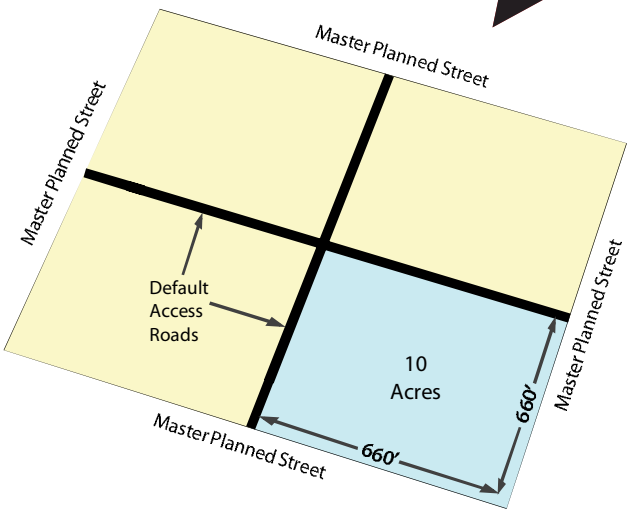


FIGURE 2 - DEFAULT BASE - TTP (40-ACRE GRID SECTION)



# of acres to be developed	TTP Required	TTP Requirements
10 or more acres	Yes	A TTP as set forth in Subsection (B) of this Section shall be submitted as a part of a Site Development Plan Review, or the Tentative Map, whichever is submitted first. The project area and the linking to the nearest Master Planned Street shall be as illustrated in Figure 1.

B. Traffic and Transportation Plan Content

1. The TTP shall be a plan sheet or sheets, produced separately from the site plan that shows all proposed subdivision roads for the project and demonstrate how they link to a Planned Street. The proposed traffic circulation region shall be known as the TTP Area.

2. The TTP shall be produced at a scale sufficient to provide information on how the proposed development's roadway network will be linked to surrounding existing or proposed development and the overall TTP Area transportation network. The Director of Public Works may require additional information, as necessary.

3. The TTP shall identify linkages of residential and local streets to minor collectors and Higher Order Roads.

C. Default TTP

1. Figure 2 illustrates the Default TTP for a 40 acre TTP Area (1/4 mile section).

2. The intent of the TTP is to demonstrate that a minimum of one complete linkage per every 10 acres of developable land within a square quarter-mile section is provided. In the case of a 40 acre development, there must be linkages to at least four different minor collector or higher order roads which are identified on the Master Plan of Streets and Highways Map. One such linkage must be situated in each cardinal direction from the 40 acre development.

3. In the absence of site specific TTP, development of less than 40 acres should be designed to meet the

objective access pattern of the Default TTP. Such development shall coordinate with City staff and adjacent developments in order to achieve the linkages as described for 40 acres. The linkages may be shown either directly from the development or through connections with adjacent developments within the TTP area, if approved.

D. Waiver

The standards set forth in this Section are minimum requirements. In the event an applicant can not comply with the requirements as stated above due to a hardship that is not self imposed, the applicant may petition for a waiver as part of the development's Site Development Plan Review or separately as provided for in LVMC 19.16.130.

INTRA-CONNECTIVITY 19.04.050

A. Intra-connectivity is a measure of how efficiently a transportation network provides access between internal and external destinations. It is measured using a Connectivity Ratio.

B. A Connectivity Ratio shall be used to determine the adequacy of street layout design for all proposed development.

1. The Connectivity Ratio is calculated as the ratio of the number of street links (road sections between intersections) in the development's street layout divided by the number of street nodes (intersections and cul-de-sac heads). For comparison purposes, a perfect street grid has a Connectivity Ratio over 2.0, while a conventional cul-de-sac subdivision has a Connectivity Ratio of 1.0. Figure 1 illustrates the elements used to determine a site's Connectivity Ratio.

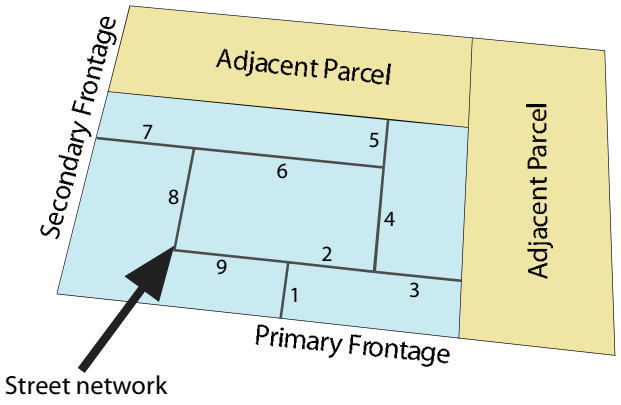
a. As set forth in Table 1 of this Section, elements of a development's transportation network shall have the assigned value for use in calculating a development's Connectivity Ratio.

Table 1

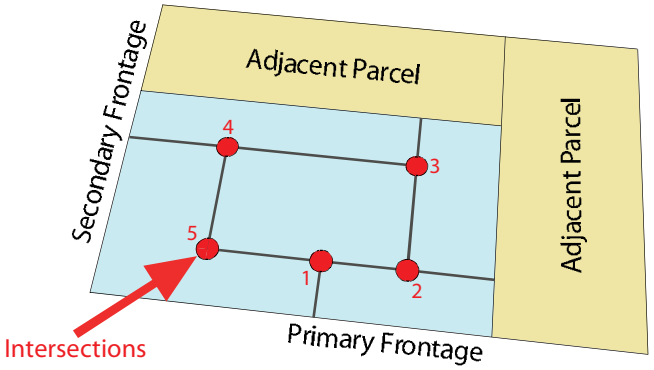
Transportation Network Element	Connectivity Value (Link or Node)
Internal Street	1.0 Link
Intersection – Internal	1.0 Node
Cul-de-sac Terminus	1.0 Node

Illustrations & Graphics 19.04.050

FIGURE 1 - CALCULATING THE CONNECTIVITY RATIO FOR A SITE



# of Links = 9



# of Nodes = 5

Connectivity Ratio Equation = Links/Nodes*

9(Links)/5(Nodes) = **1.8**

**Only Links and Nodes that are Internal to the site are used in the connecitvity equation.*

Transportation Network Element	Connectivity Value (Link or Node)
Intersection – External or Stub Terminus (to future adjacent development)	0.5 Link
Intersection – Stub Terminus (to future adjacent development) with Temporary Turn Around Easements	1.0 Link
Non-vehicular (pedestrian/ bicycle) Path – Unrestricted	0.5 Link

i. Any curve or bend of a street that exceeds 75 degrees shall receive credit as a node. Any curve or bend that does not exceed 75 degrees shall not be considered a node.

ii. A node (Intersection) with a master planned street providing access to a proposed subdivision shall not be considered in computing the connectivity ratio.

iii. If a subdivision is planned to be constructed in distinct development phases, then the TTP shall demonstrate that the initial phase individually and in conjunction with all subsequent phases will achieve and maintain the minimum required connectivity ratio.

iv. Temporary stub-out streets shall be constructed to the property line of the development or phase to which access is proposed for future development of adjacent lands. In addition, a temporary turn-around must be provided. The additional right-of-way needed to accommodate a temporary turn around shall be provided through a temporary easement which must be clearly labeled on the Final Map.

v. If the temporary stub-outs street shall ultimately provide connectivity to the adjacent property, the following shall apply:

(A) For all projects where the connection stub street is constructed as part of the initial or only phase of construction, a sign stating "Street Connection to Future Development" shall be installed by the developer at the end of the stub street prior to the first Certificate of Occupancy being issued. Maintenance of the sign shall be the responsibility of the developer until City of Las Vegas, Homeowners Association or other private entity accepts the streets for maintenance.

(B) For projects where the connections are not constructed until future phases, stub streets shall be constructed to extend to the end of the radii at the intersection with the future street. A sign stating "Future Internal Street and Connection to Future Development" shall be installed by the developer at the end of the stub street. The sign shall be placed immediately after the placement of the base paving course. Maintenance of the sign shall be the responsibility of the developer until the City of Las Vegas, Homeowners Association or other private entity accepts the streets for maintenance.

b. The Final Map shall disclose and identify all stub streets and include any notations of any street stubs which are intended to provide future connection to adjoining future streets or undeveloped property.

c. In the event, it is determined that the connectivity ratio is impractical to meet due to topographic conditions, environmental constraints, and property shape or accessibility, the Director of Public Works may reduce the Connectivity Ratio index requirement at his discretion.

2. The minimum Connectivity Ratio required shall be 1.3 (links/nodes) for all development in R-1, R-CL, R-TH, R-2, R-3 and R-4 zoning districts.

3. For developments proposed in zoning districts not identified in Paragraph (2) above, there is no minimum Connectivity Ratio requirement; however, a Connectivity Ratio shall be calculated and submitted with any Site Development Plan Review or Tentative Map submittal.

STREET NAMING AND ADDRESS ASSIGNMENTS 19.04.060

A. The naming of streets and the assignment of addresses and address numbers to building and lots within the City shall conform to the provision of this Section.

B. The intersection of Main and Fremont Streets shall be the initial point of assigning the address numbers to all

blocks, lots and building in the City.

C. Street Numbering - East-West Streets

1. All buildings or lots that front on east-west streets which intersect or start from Main Street shall be assigned address numbers beginning at that point with the numbers one and zero, and thereafter be numbered progressively through each block. Following each intersection with a numbered street, the numbering shall begin again with the numbers one and zero, with the number of hundreds indicated by the number of the intersecting street.

2. All numbers on the east-west streets shall be even on the north side and odd on the south side.

3. Where Main Street terminates at Las Vegas Boulevard South, Las Vegas Boulevard South shall be the base line for numbering along east-west streets to the southerly City limits.

D. Street Numbering - North-South Streets

1. All buildings or lots that front on north-south streets which intersect or start from Fremont Street (or the northwesterly prolongation thereof, as described in Paragraph (2) of this Subsection) shall be assigned address numbers beginning at that point with the numbers one hundred and one hundred one, and thereafter progressively through each block. Approximately eight blocks shall be assigned per mile; provided, however, that in areas in which other jurisdictions have established a different pattern, the numbers shall be apportioned accordingly.

2. For purposes of Paragraph (1) of this Subsection, the northwesterly prolongation of Fremont Street shall be defined as follows: Commencing at the intersection of the northwesterly prolongation of Fremont Street and that portion of Ogden Avenue located between City Parkway and Main Street; westerly along U.S. Highway 95 to the easterly prolongation of Westcliff Drive, the easterly prolongation of Westcliff Drive, and the westerly prolongation of Westcliff Drive with minor deviations north and south to the intersection with the CC 215 Beltway; Far Hills Avenue and the westerly prolongation of Far Hills Avenue to the intersection of the westerly prolongation of Westcliff Drive; the westerly prolongation of Westcliff Drive to the westerly City limits.

3. Buildings or lots on north-south streets shall be assigned address numbers that are even on the east side and odd on the west side.

4. Where Fremont Street intersects Charleston Boulevard, Charleston Boulevard shall become the base line for assigning address numbers along north-south streets to the easterly City limits.

5. The assignment of address numbers for buildings or lots on north-south streets south of Charleston Boulevard shall begin with one thousand one hundred. Thereafter, the base numbering for each succeeding block shall increase by one hundred over the preceding block's base number.

6. The assignment of address numbers for buildings or lots on north-south streets north of Charleston Boulevard shall begin with one and zero, and the assignment of numbers up to one hundred shall continue on those streets until their intersection with Sunrise Avenue.

7. The assignment of address numbers for buildings or lots on north-south streets north of Sunrise Avenue shall begin with two hundred and, thereafter, the base numbering of each succeeding block shall increase by one hundred over the preceding block's base number.

E. In internal areas of the City in which numbering conflicts with the rules set out in Subsections (C) and (D), the assignment of new numbers shall conform to the existing pattern where possible.

F. That certain document entitled "City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition," a copy of which shall be maintained in the office of the City Clerk, is adopted by reference and made a part of this Code as if fully set forth herein. The provisions thereof, as they may be amended and supplemented from time to time by ordinance or resolution of the City Council, shall govern the naming of streets and other rights-of-way and the assigning of addresses within the City.

G. The provisions of this Section are minimum requirements for the naming of streets and assignment of addresses within the City. Any request to deviate from these requirements shall be processed by means of a Variance application, which shall be subject to the procedures and standards set forth in LVMC 19.16.140.

H. It is unlawful for any person to:

1. Use or display a street name, building number or address number that does not conform to the provisions of this Section;

2. Display a street name, building number or address number in a manner that does not conform to the

provisions of this Section; or

3. Fail to display a street name, building number or address number in the manner required by this Section.

AMENITY ZONE 19.04.070

A. The Amenity Zone may consist of an Amenity Area, Sidewalk, Off-site Buffer Strip, and On-site Planting Area. The required elements for each street classification are as indicated by the tables and illustrated by the figures in LVMC 19.04.180 through 19.04.240 for each street type respectively. The Amenity Zone is intended to enhance pedestrian access and safety, while providing adequate space for landscaping and utility and public safety features.

B. The Amenity Zone Boundaries are identified by referenced inside and outside delineations in accordance to one of the following cases:

1. Case (A). The zone is located fully within the dedicated public right-of-way and is delineated as follows:

a. The inside delineation shall be set at the back-of curd, or if there is no curb, then the edge of the paved roadway and

b. The outside delineation shall be the right-of-way line.

2. Case (B). The zone is located partially within the dedicated right-of-way and extends into the adjacent private property, common element, or open space that has been set aside for landscaping and public pedestrian access and is delineated as follows:

a. The inside delineation shall be set at the back-of curd, or if there is no curb, then the edge of the paved roadway and

b. The outside delineation shall be clearly identified, by a recorded document with appropriate public easements for such purposes.

3. Case (C). The zone is located fully outside the dedicated right-of-way, as the right-of-way line is at the back of the curb, and is in the adjacent private property, common element, or open space that has been set aside for landscaping and public pedestrian access and is delineated as follows:

a. The inside delineation shall be set at the back-of curd, or if there is no curb, then the edge of the paved roadway and

b. The outside delineation shall be clearly identified, by a recorded document with appropriate public easements for such purposes.

PRIVATE STREET REQUIREMENTS 19.04.080

Private streets must comply with applicable City standards and with the following requirements:

A. Private streets shall have the same dimensions as the comparable public streets unless separated by gates.

B. Where access control gates are to be used in conjunction with private streets, the principle vehicular entrance gate must have a minimum width of 50 feet and comply with the Uniform Standard Drawings and LVMC 19.02.250. Additional access control gates for vehicles must be designated and signed for residents only, have automatic methods of opening, and may be of a narrower width and depth as determined by the Director of Public Works.

C. Private streets shall meet the minimum construction standards for public streets.

D. Street name signs for private streets shall bear the words "privately maintained," and shall be a color and design established by the City and in conformance with the most recent edition of the Manual of Uniform Traffic Control Devices. The color of such a sign shall be brown with white letters.

E. Any proposed deviations from the minimum public street standards must be approved by a Waiver and must be separated from abutting standard streets by a gate that meets City standards.

PRIVATE DRIVE REQUIREMENTS 19.04.090

Private drives shall only be permitted in multi-family residential and non-residential developments and shall:

A. Have a minimum pavement width of twenty-four feet;

B. Be accessible only from a public or private street;

C. Terminate in:

1. An intersection with a public or private street; or

2. A cul-de-sac that conforms to LVMC 19.04.110; and

D. Be provided with street name signs that bear the words "privately maintained," and are of a color and design established by the City and in conformance with the Manual of Uniform Traffic Control Devices. The color of such a sign shall be brown with white letters.

ALLEY REQUIREMENTS 19.04.100

All alleys constructed after the effective date of this Title shall be private alleys and privately maintained unless otherwise authorized by the Director of Public Works. Where public alleys are to be provided, they shall be paved and have a minimum width of twenty feet and be in accordance with City standards.

CUL-DE-SACS 19.04.110

Cul-de-sacs are discouraged. If approved as part of a Site Development Plan Review or Tentative Map they shall be designed and installed in accordance with City standards. For public streets which terminate other than at an intersection with another public street, and private streets that terminate other than at an intersection with another private or public street, the termination shall be provided by means of a circular cul-de-sac that complies with City standards.

PARTIALLY DEDICATED STREET OR ALLEY 19.04.120

Whenever there exists a partially dedicated street or alley abutting a proposed subdivision, the remainder of the required right-of-way shall be dedicated and improved by the subdivider unless the City approves a plan to vacate the street or alley.

IMPROVEMENT WIDTH 19.04.130

A. Except as otherwise provided in this Section, whenever the owner or developer of property abutting a planned street or highway as shown on the Master Plan of Streets and Highways Map, other than a freeway or expressway, is required by this Title, or by any other law or regulation, to install any improvement on a proposed or existing planned street or highway, he shall improve the area from the right-of way line to the centerline, or from such point within the right-of-way to the centerline as may be required by the City Engineer.

B. Whenever the owner or developer of property abutting a federal or state highway as shown on the Master Plan of Streets and Highways Map, is required by this Title, or by any other law or regulation, to install any public roadway improvement on a proposed or existing street or highway, the owner or developer shall provide all public roadway improvements on both sides of the roadway or as required by the City Engineer.

C. Any required improvement shall also include the additional area created by the curbline radius as described in LVMC 13.12.100

RESIDENTIAL SUBDIVISIONS 19.04.140

A. Interior Blocks Requirements

Within the interior of residential subdivisions:

1. Blocks should be 330 to 660 feet in length, measured centerline to centerline, unless it is determined by the Director of Public Works to be impractical to do so due to topographical conditions, environmental constraints, lot shape, or site accessibility;

2. Blocks shall not exceed one thousand feet in length between intersections, except where topographical or other conditions require longer blocks; and

3. Block depths should be designed so as to provide two rows of lots, except where lots are planned to back on a major highway, drainage channel, shopping center, or common open space area. Nothing in this Subsection, however, is intended to prevent the inclusion within any subdivision plan of blocks of greater depth or of irregular outline, where they are necessary to provide access to central areas within the subdivision.

B. Exterior Blocks Requirements

Along the exterior of a residential subdivision's block, lengths shall be consistent with road network spacing standards established by LVMC 19.04.020 or the approved TTP for the area, if a TTP has been approved for the area as provided for in LVMC 19.04.030.

NON-RESIDENTIAL SUBDIVISIONS 19.04.150

Commercial or industrial blocks shall be of a length and width necessary and appropriate for the proposed use with adequate provision for off-street parking and deliveries.

SIGNS IN PUBLIC RIGHTS-OF-WAY 19.04.160

A. Signs Prohibited in Public Rights-of-Way

1. **General Rule.** Signs shall be prohibited in the public right-of-way, except as provided in this Section.

2. **Presumption.** A sign erected or placed in the public right-of-way and containing an individual's name, telephone number, address or identification of a product shall be presumed to have been erected or placed by or at the direction of the person or entity associated with that name, business, telephone number, address or product. That presumption is a rebuttable presumption which the affected person or entity may disprove by competent evidence in any enforcement action or administrative proceeding involving such signs. However, in an administrative proceeding against the affected person or entity, the presumption is not rebutted if the sign was erected or placed by a person or entity who, pursuant to contract or otherwise, is acting on behalf of the affected person or entity.

B. Signs Permitted in Public Rights-of-Way

The following signs may be permitted in the public right-of-way:

1. Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information and direct or regulate pedestrian or vehicular traffic;

2. Bus stop signs erected by a public transit company;

3. Informational signs of a public utility regarding its poles, lines, pipes or facilities;

4. Marquee, projecting and suspended signs projecting over a public right-of-way in conformity with the provisions in this Title;

5. Development entry statement signs and interior directional signs may be permitted as provided for in this Title and provided the sign owner(s) enters into an encroachment agreement with the City;

6. Other signs which have been authorized by the City, including but not limited to signs on bus stop shelters, signs permitted by the approval of an encroachment agreement or emergency warning signs erected by a governmental agency, a public utility company or a contractor doing authorized or permitted work within the public right-of-way. Such signs are exempted from all requirements of this Title.

TRANSPORTATION - LAND USE MATRIX 19.04.170

The Transportation - Land Use Matrix, Table 1 of this Section, is intended to demonstrate the inter-connectedness of land use and the adjacent transportation network. As used in this Section, the matrix identifies each zoning district and indicates the compatibility of the that district with the range of streets detailed in this Chapter. As indicated by the matrix key:

A. Green identifies compatible street - land use combinations where no mitigation is anticipated;

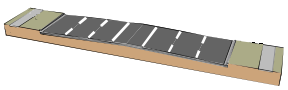
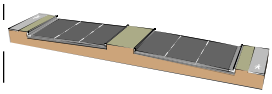
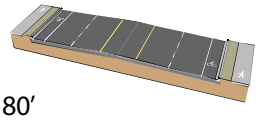
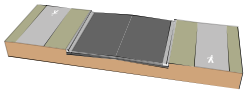
B. Yellow identifies compatible street - land use combinations where mitigation may be requested; and

C. Blue identifies less compatible street - land use combinations where mitigation may be required.

Mitigation may take the form of site orientation considerations, increased perimeter buffer areas, enhanced landscaping or other measures meant to improve the compatibility and connection of development with the adjacent transportation network. Mitigation measures, if any, will be determined on a case-by-case basis as part of the Site Development Plan Review or the Tentative Map review.

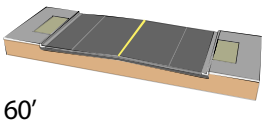
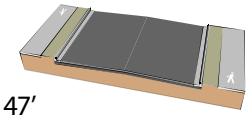
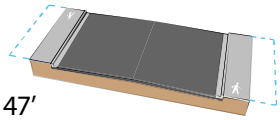
19.04.170

Transportation - Land Use Matrix - Table 1

	 120′ Parkway Arterial Street	 100′ Primary Arterial Street	 80′ Major Collector Street	 60′ Minor Collector Street
U Undeveloped				
R-E Residential Estates				
R-1 Single Family Residential				
R-MH Mobile/Manufactured Home Residential				
R-CL Single Family Compact-Lot				
R-TH Single Family Attached				
R-2 Medium-Low Density Residential				
R-3 Medium Density Residential				
R-4 High Density Residential				
P-O Professional Office				
O Office				
C-1 Limited Commercial				
C-2 General Commercial				
C-M Commercial/ Industrial				
M Industrial				

19.04.170

Transportation - Land Use Matrix - Table 1

 60′ Minor Collector Street (Urban Form)	 47′ Residential Street	 47′ Residential Street (Narrow Lot)		**MATRIX KEY**
			U Undeveloped	**Compatible Street - Land Use Combination (No mitigation)**
			R-E Residential Estates	
			R-1 Single Family Residential	
			R-MH Mobile/Manufactured Home Residential	
			R-CL Single Family Compact-Lot	**Compatible Street - Land Use Combination (Mitigation may be requested)**
			R-TH Single Family Attached	
			R-2 Medium-Low Density Residential	
			R-3 Medium Density Residential	
			R-4 High Density Residential	**Less Compatible Street - Land Use Combination (Mitigation may be required)**
			P-O Professional Office	
			O Office	
			C-1 Limited Commercial	
			C-2 General Commercial	
			C-M Commercial/ Industrial	
			M Industrial	

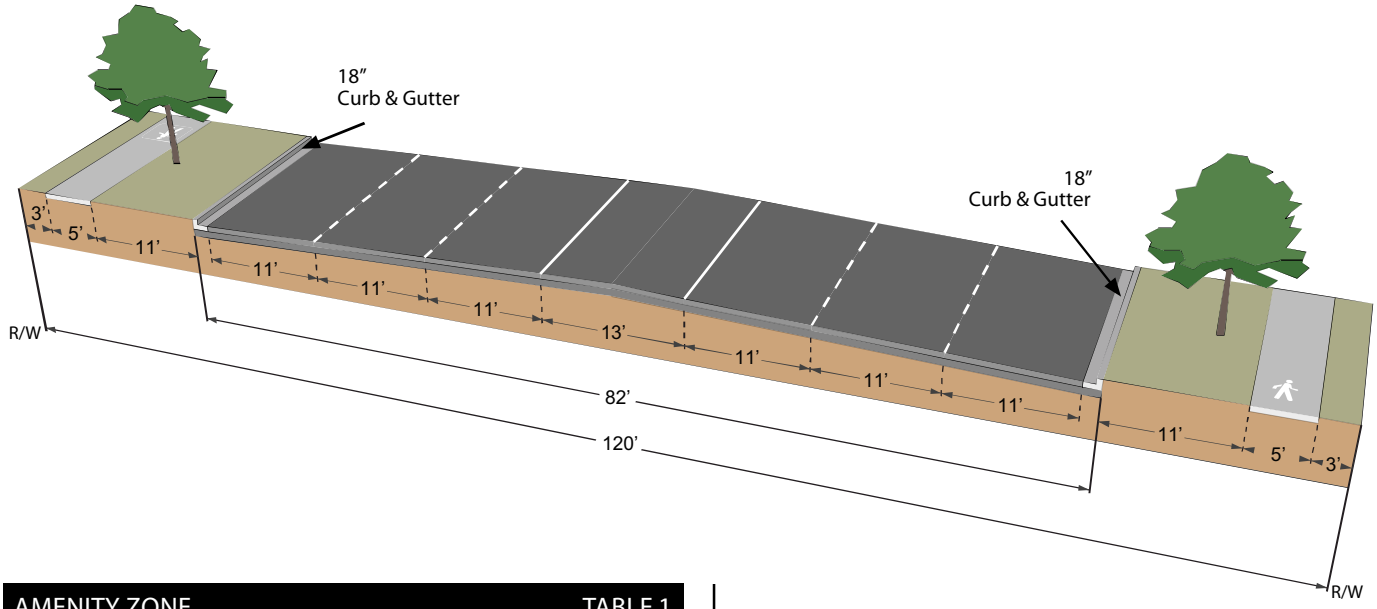
19.04.180

120' PARKWAY ARTERIAL STREET

A street or highway which has a minimum right-of-way width of 120 feet and an existing or potential design capacity of three or more travel lanes of traffic in each direction with 10 feet for an amenity zone and sidewalk on each side and divided by a landscaped median.

Illustrations & Graphics 19.04.180

FIGURE 1 - STREET SECTION/DIMENSIONS



AMENITY ZONE (see Figures 2 and 3)		TABLE 1
A.	Utility & Mechanical Boxes	Above ground utilities shall be sited outside of the right-of-way [1]
B.	Street Lights	18 inches from back of curb [2]
C.	Fire Hydrants	Shall be placed in the amenity area in accordance with the fire code
D.	Tree Placement [3]	Trees shall be placed within the amenity area to provide maximum shade of the sidewalk
E.	Tree Spacing	45 feet on center
F.	Sidewalk Width	5 feet
G.	Off-site Buffer Strip	3 feet
	Maintenance	Maintenance of the amenity zone shall be the responsibility of the adjacent property owners

Footnotes:

1. *If permitted within the right-of-way, above ground utilities shall be located in the amenity area.*
2. *Street light conduits and permitted underground dry utilities shall be located under the sidewalk.*
3. *In addition to any landscaping standards provided in this Title, all planting within the right-of-way must comply with LVMC Chapter 13.48.*

FIGURE 2 - AMENITY ZONE - UTILITY AND PUBLIC SAFETY FEATURES

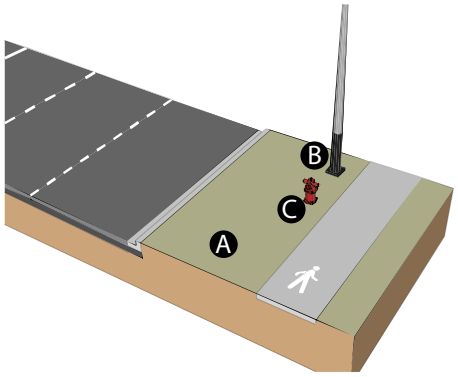
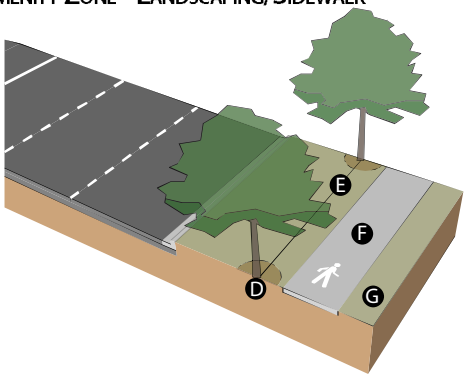


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK



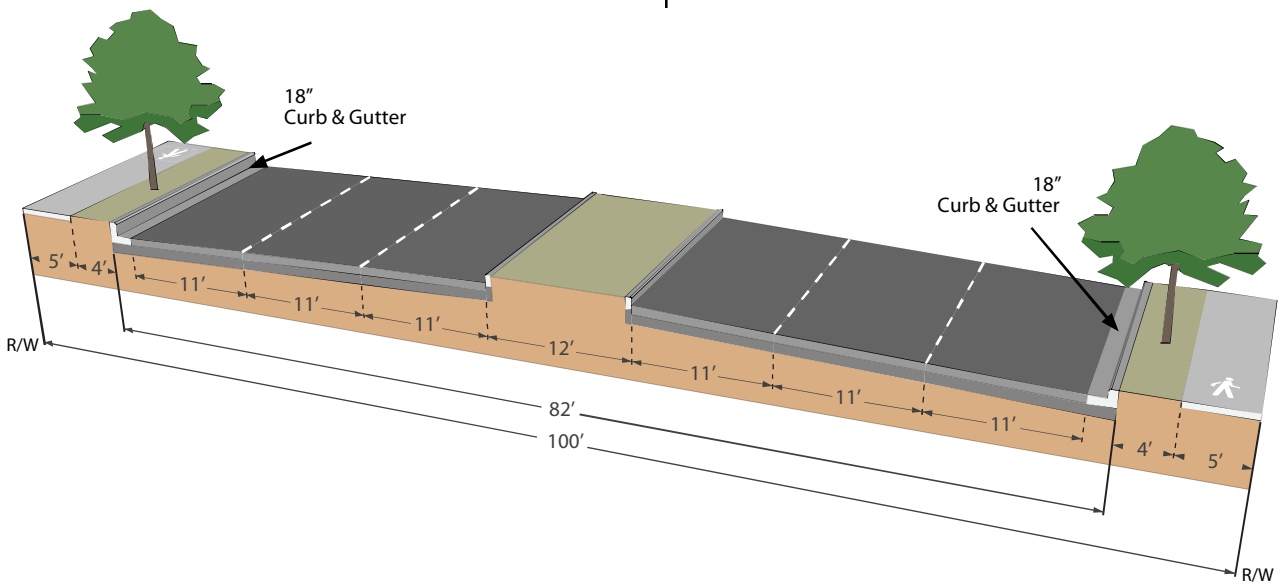
19.04.190

100' PRIMARY ARTERIAL STREET

A street which has a minimum right-of-way width of one hundred feet and an existing or potential design capacity of three or more travel lanes of traffic in each direction, divided by a raised median with left turn pockets.

Illustrations & Graphics **19.04.190**

FIGURE 1 - STREET SECTION/DIMENSIONS



AMENITY ZONE (see Figures 2 and 3)		TABLE 1
A.	Utility & Mechanical Boxes	Above ground utilities shall be sited outside of the right-of-way [1]
B.	Street Lights	18 inches from back of curb [2]
C.	Fire Hydrants	Shall be placed in the amenity area in accordance with the fire code
D.	Tree Placement [3]	Trees shall be placed within amenity area to provide maximum shade of the sidewalk
E.	Tree Spacing	45 feet on center
F.	Sidewalk Width	5 feet
	Maintenance	Maintenance of the amenity zone shall be the responsibility of the adjacent property owners

Footnotes:

1. *If permitted within the right-of-way, above ground utilities shall be located in the amenity area.*
2. *Street light conduits and permitted underground dry utilities shall be located under the sidewalk.*
3. *In addition to any landscaping standards provided in this Title, all planting within the right-of-way must comply with LVMC Chapter 13.48.*

FIGURE 2 - AMENITY ZONE - UTILITY AND PUBLIC SAFETY FEATURES

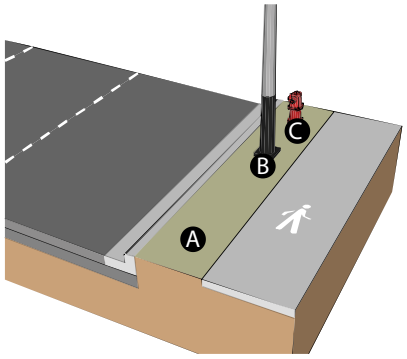
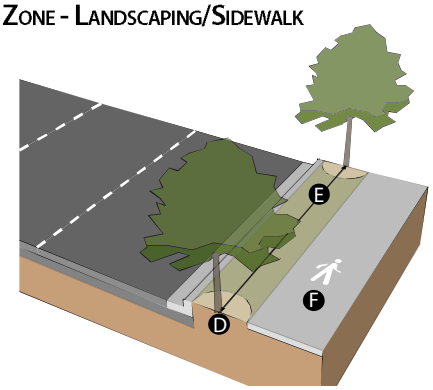


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

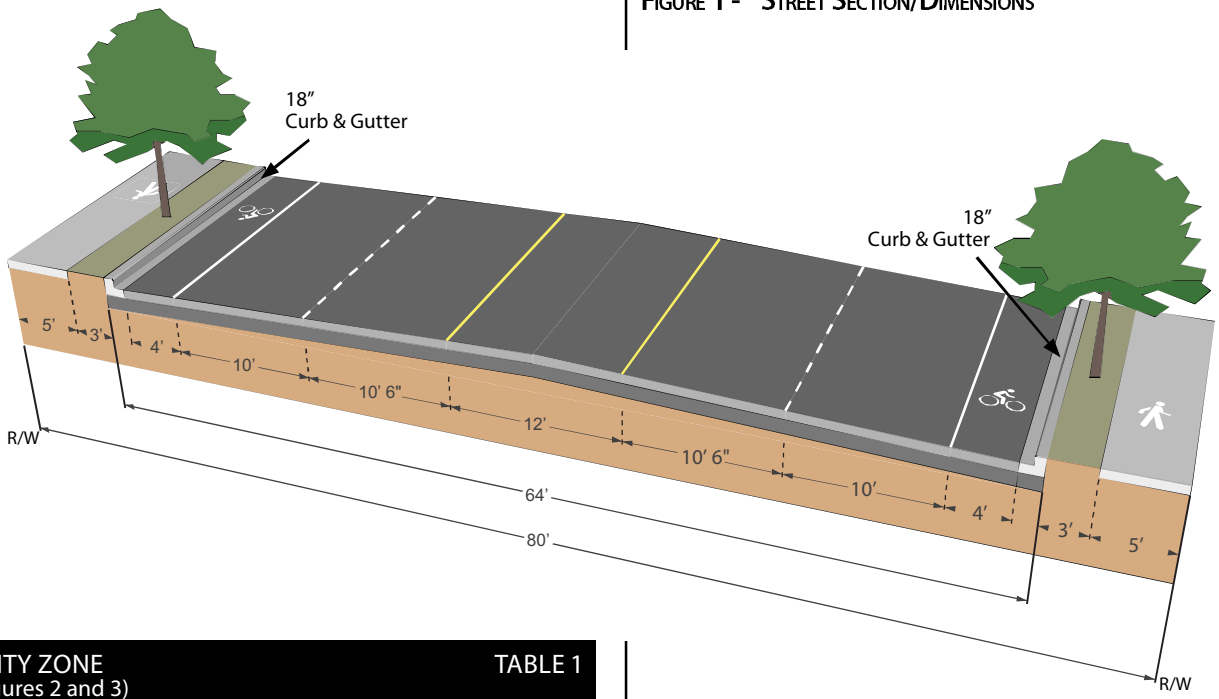


19.04.200

80' MAJOR COLLECTOR STREET

A street which has a minimum right-of-way width of eighty feet and an existing or potential design capacity of two travel lanes of traffic in each direction with a center turn lane or raised median with left turn pockets.

FIGURE 1 - STREET SECTION/DIMENSIONS



AMENITY ZONE (see Figures 2 and 3)	TABLE 1
A. Utility & Mechanical Boxes	Above ground utilities shall be sited outside of the right-of-way [1]
B. Street Lights	18 inches from back of curb [2]
C. Fire Hydrants	Shall be placed in the amenity area in accordance with the fire code
D. Tree Placement [3]	Trees shall be placed within amenity area to provide maximum shade of the sidewalk
E. Tree Spacing	40 feet on center
F. Sidewalk Width	5 feet
Maintenance	Maintenance of the amenity zone shall be the responsibility of the adjacent property owners

Footnotes:

1. *If permitted within the right-of-way, above ground utilities shall be located in the amenity area.*
2. *Street light conduits and permitted underground dry utilities shall be located under the sidewalk.*
3. *In addition to any landscaping standards provided in this Title, all planting within the right-of-way must comply with LVMC Chapter 13.48.*

FIGURE 2 - AMENITY ZONE - UTILITY AND PUBLIC SAFETY FEATURES

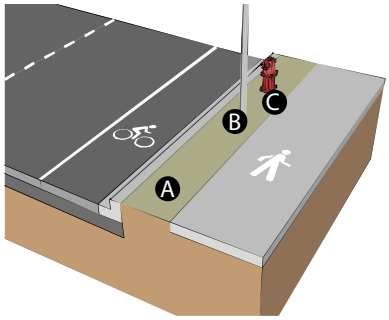
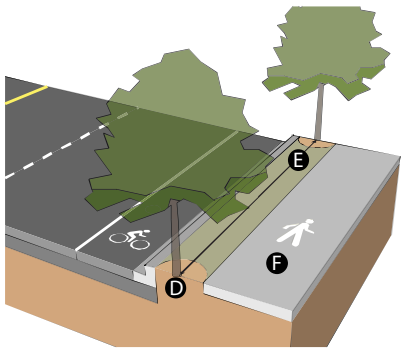


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

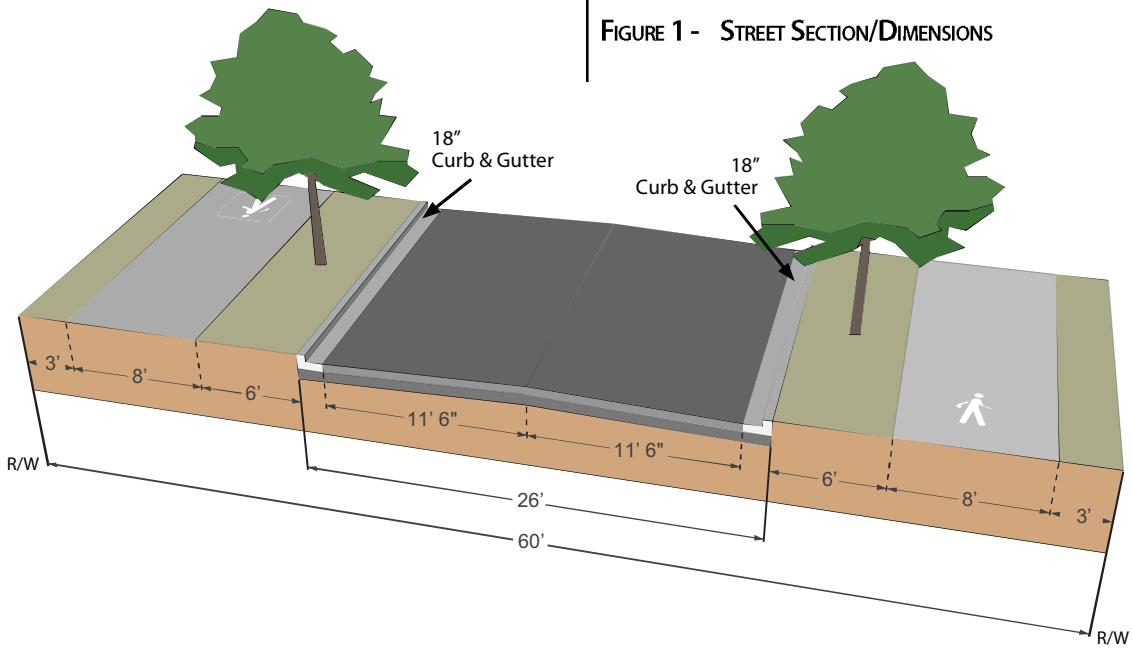


19.04.210

60' MINOR COLLECTOR STREET

A street with a minimum right-of way width of sixty feet which collects traffic from the local streets and distributes them to the major collector or arterial system.

FIGURE 1 - STREET SECTION/DIMENSIONS



AMENITY ZONE (see Figures 2 and 3)		TABLE 1
A.	Utility & Mechanical Boxes	Above ground utilities shall be sited outside of the right-of-way [1]
B.	Street Lights	18 inches from back of curb [2]
C.	Fire Hydrants	Shall be placed in the amenity area in accordance with the fire code
D.	Tree Placement [3]	Trees shall be placed within amenity area to provide maximum shade of the sidewalk
E.	Tree Spacing	25 feet on center
F.	Sidewalk Width	8 feet
G.	Off-site Buffer Strip	3 feet
	Maintenance	Maintenance of the amenity zone shall be the responsibility of the adjacent property owners

Footnotes:

1. *If permitted within the right-of-way, above ground utilities shall be located in the amenity area.*
2. *Street light conduits and permitted underground dry utilities shall be located under the sidewalk.*
3. *In addition to any landscaping standards provided in this Title, all planting within the right-of-way must comply with LVMC Chapter 13.48.*

FIGURE 2 - AMENITY ZONE - UTILITY AND PUBLIC SAFETY FEATURES

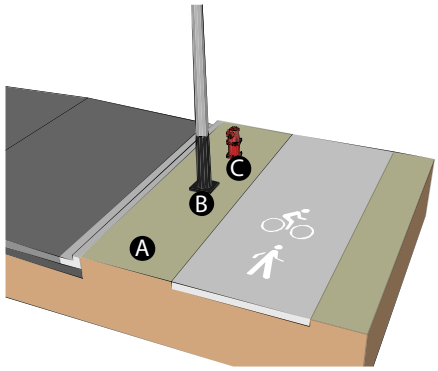
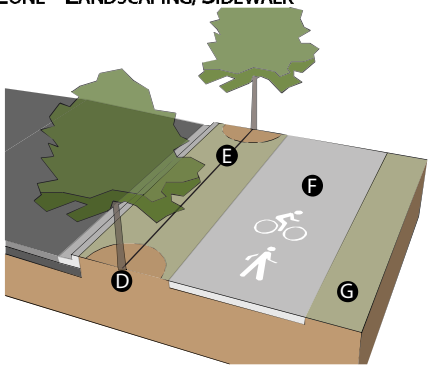


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

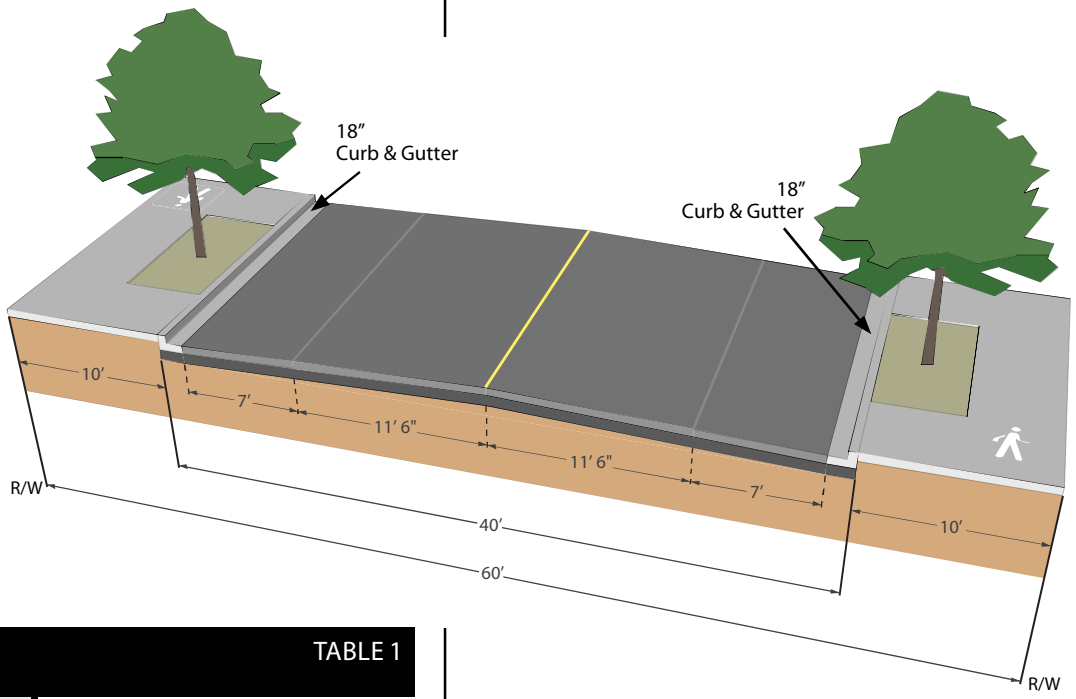


19.04.220

60' MINOR COLLECTOR STREET (URBAN FORM)

A street with a minimum right-of way width of sixty feet which collects traffic from the local streets and distributes them to the major collector or arterial system. This street is intended to include on-street parking unlike the typical minor collector.

FIGURE 1 - STREET SECTION/DIMENSIONS



AMENITY ZONE (see Figures 2 and 3)		TABLE 1
A.	Utility & Mechanical Boxes	Above ground utilities shall be sited outside of the right-of-way [1]
B.	Street Lights	18 inches from back of curb [2]
C.	Fire Hydrants	Shall be placed in the amenity area in accordance with the fire code
D.	Tree Well Dimensions/ Spacing and Tree Placement [3]	Tree wells shall be 5 feet wide by 10 feet long and spaced so that trees are spaced 25 feet on center.
E.	Sidewalk Width	5 feet
	Maintenance	Maintenance of the amenity zone shall be the responsibility of the adjacent property owners

Footnotes:

1. *If permitted within the right-of-way, above ground utilities shall be located in the amenity area.*
2. *Street light conduits and permitted underground dry utilities shall be located under the sidewalk.*
3. *In addition to any landscaping standards provided in this Title, all planting within the right-of-way must comply with LVMC Chapter 13.48.*

FIGURE 2 - AMENITY ZONE - UTILITY AND PUBLIC SAFETY FEATURES

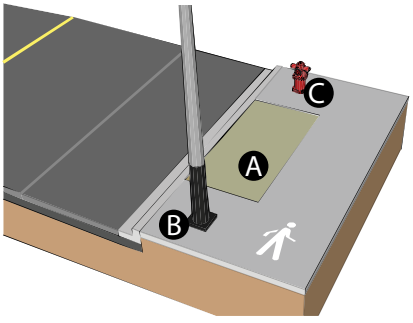
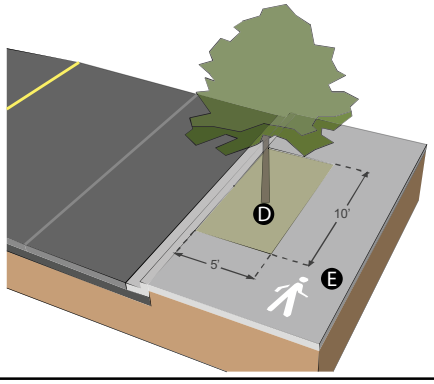


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK



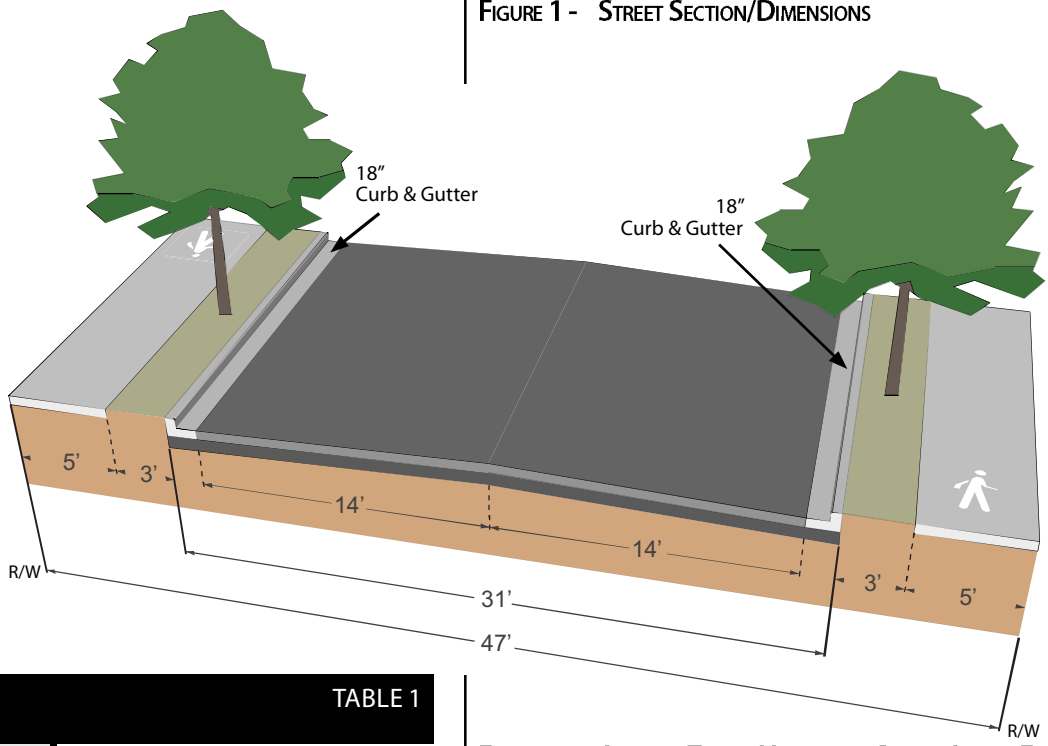
19.04.230

47' RESIDENTIAL STREET

A street with a minimum right-of way width of forty-seven feet which is designed to carry residential traffic between minor collectors and is designed to accommodate on-street parking.

Illustrations & Graphics **19.04.230**

FIGURE 1 - STREET SECTION/DIMENSIONS



AMENITY ZONE (see Figures 2 and 3)		TABLE 1
A.	Utility & Mechanical Boxes	Above ground utilities shall be sited outside of the right-of-way [1]
B.	Street Lights	18 inches from back of curb [2]
C.	Fire Hydrants	Shall be placed in the amenity area in accordance with the fire code
D.	Tree Placement [3]	Trees shall be placed within amenity area to provide maximum shade of the sidewalk
E.	Tree Spacing	25 feet on center
F.	Sidewalk Width	5 feet
	Maintenance	Maintenance of the amenity zone shall be the responsibility of the adjacent property owners

Footnotes:

1. *If permitted within the right-of-way, above ground utilities shall be located in the amenity area.*
2. *Street light conduits and permitted underground dry utilities shall be located under the sidewalk.*
3. *In addition to any landscaping standards provided in this Title, all planting within the right-of-way must comply with LVMC Chapter 13.48.*

FIGURE 2 - AMENITY ZONE - UTILITY AND PUBLIC SAFETY FEATURES

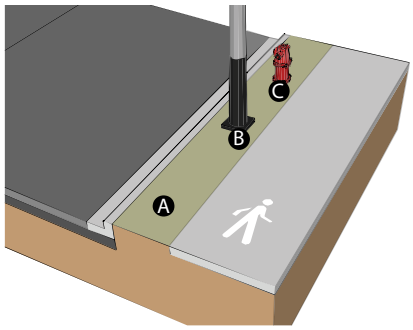
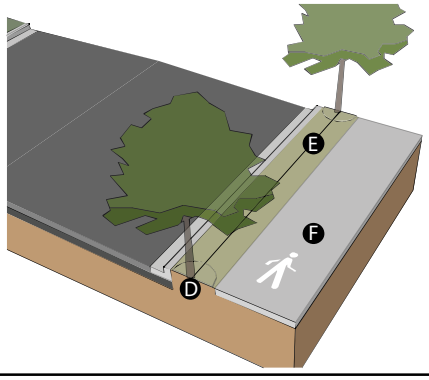


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

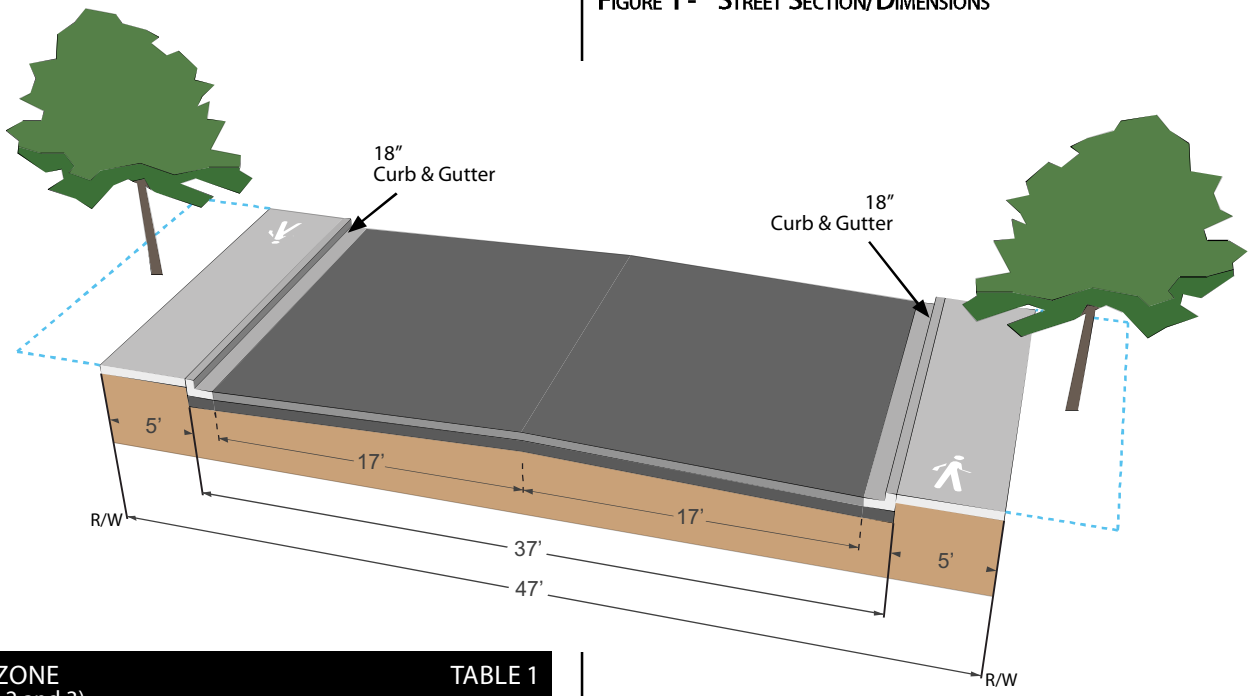


19.04.240

47' RESIDENTIAL STREET (NARROW LOT)

A street with a minimum right-of way width of forty-seven feet which is designed to carry residential traffic between minor collectors and is designed to accommodate on-street parking adjacent to residential lots with lot widths less than forty feet.

FIGURE 1 - STREET SECTION/DIMENSIONS



AMENITY ZONE (see Figures 2 and 3)		TABLE 1
A.	Utility & Mechanical Boxes	Above ground utilities shall be sited outside of the right-of-way [1]
B.	Street Lights	18 inches from back of curb [2]
C.	Fire Hydrants	Shall be placed in the amenity area in accordance with the fire code
D.	Sidewalk Width	5 feet
E.	Tree Placement	1 tree per lot placed to provide maximum shade of sidewalk while providing adequate root growth area
F.	On-site Tree Planting Zone	5 foot wide planting area adjacent to the front property line
	Maintenance	Maintenance of the amenity zone shall be the responsibility of the adjacent property owners

Footnotes:

1. *If permitted within the right-of-way, above ground utilities shall be located in the amenity area.*
2. *Street light conduits and permitted underground dry utilities shall be located under the sidewalk.*

FIGURE 2 - AMENITY ZONE - UTILITY AND PUBLIC SAFETY FEATURES

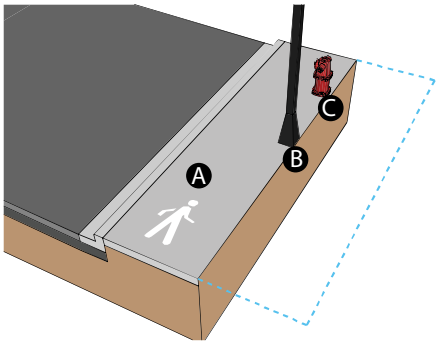
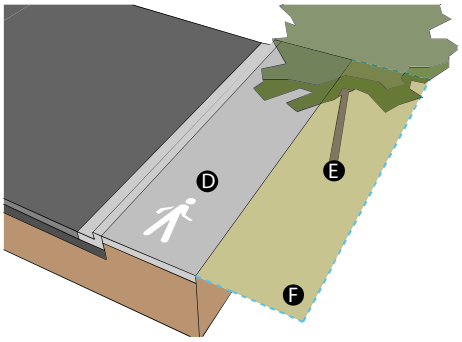


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK



19.06

Residential Districts – Purpose and Development and Design Standards

Unified Development Code
Title 19


CLV
WEB
?
E-MAIL

19.06

Residential Districts - Purpose and Development and Design Standards

19.06.010 Applicability 61

19.06.020 Intent of Residential Development Standards 61

19.06.030 General 61

19.06.040 Development Standards 62

19.06.050 U (Undeveloped) 71

19.06.060 R-E (Residence Estates) 75

19.06.070 R-1 (Single Family Residential) 79

19.06.080 R-CL (Single Family Compact-Lot) 83

19.06.090 R-TH (Single Family Attached) 89

19.06.100 R-2 (Medium-Low Density Residential) 93

19.06.110 R-3 (Medium Density Residential) 97

19.06.120 R-4 (High Density Residential) 101

19.06.130 R-MH (Mobile/ Manufactured Home) 105

19.06.140 Residential Sign Standards 109


CLV
WEB
?
E-MAIL

APPLICABILITY 19.06.010

This chapter applies to all residential development within the City of Las Vegas and to all residential zoning districts.

Except as otherwise provided in this Chapter, the standards set forth herein, are minimum requirements. Any request to deviate from these standards shall require the submittal of an application for an Administrative Deviation, if appropriate, or Variance, which shall be subject to the procedures and standards set forth in LVMC 19.16.120 and 19.16.140, respectively.

INTENT OF RESIDENTIAL DEVELOPMENT STANDARDS 19.06.020

The intent of establishing standards for residential development is:

A. To ensure that new residential development will not negatively impact the use and enjoyment of adjacent and neighboring properties;

B. To ensure that new residential development will contribute to the overall attractiveness of the City;

C. To increase design compatibility between abutting properties and land uses;

D. To reinforce a sense of community and to preserve the integrity of neighborhoods and places of business; and

E. To reduce unsightly views;

F. To provide for landscaping and buffering that:

1. Conserves water and reduces erosion;

2. Reduces heat and glare generated by development; and

3. Aids in filtering dust and particulate matter from the air.

GENERAL 19.06.030

A. Access

All lots or parcels shall have frontage upon a public street; provided however, that lots within a recorded Subdivision or Parcel Map may provide access to a public street by way of a commonly owned private street or a private access easement. All private access streets must be fully improved in accordance with the Traffic Circulation Improvements Standards contained in the Design Standards Manual.

B. Grading

1. Grading Plan Approval - When Required. When the natural grade of a lot is proposed to be raised more than two feet at any point from existing grade, three copies of a finished lot grading plan and legal description of the property shall be filed with the Department of Public Works and the Department. The plan shall include proposed and existing grades, building locations, and building height information for the development site and for the adjacent properties, and any justification for the proposal. The Director of Public Works may withhold or deny development approval unless the applicant demonstrates to the Director of Public Works' satisfaction that the proposal is necessary in order to develop the site in a manner which conforms to applicable drainage and other development standards. The Director may withhold or deny development approval unless the applicant demonstrates to the Director's satisfaction that the proposal will not be incompatible or out of harmony with the surrounding area.

2. Grading Plan - Appeal of Denial. The applicant may appeal to the City Council any final decision rendered pursuant to Paragraph (1) of this Subsection. In connection with the appeal, the City may require notification of surrounding property owners. The City may charge a fee for the appeal and for any required notification in accordance with the Fee Schedule.

C. Construction

No building, structure or land shall be erected, reconstructed, structurally altered or used for a purpose other than a use allowed in the zoning district in which the building, structure or land use is located.

D. Lot Size

Lot size refers to the amount of horizontal land area contained within property lines. No lot area shall be so reduced that the size, width, setbacks, yards, required open space or total lot area is less than prescribed by this Title; nor shall the unit density be increased in any manner, except in conformity with the regulations established in this Chapter.

1. Yard Area. No yard, open space or off-street parking or loading space, required in conjunction with a building or land use, shall be included as part

of a yard, open space or parking or loading space required for any other building or land use, unless otherwise provided in this Title.

2. **Utility Facilities.** Public and private utility facilities (i.e. pumping and switching stations, reservoirs, power substations, etc.) using land or an unoccupied building requiring less than 500 square feet of site area are exempt from the minimum lot size requirements of all zoning districts, provided that all other applicable provisions of this Chapter are satisfied.

3. **Reduction of Existing Lot.** When an existing lot is reduced as a result of conveyance to a federal, state or local government for a public purpose and the remaining area is at least ninety (90) percent of the required minimum lot size for the district in which it is located, then that remaining lot shall be deemed to be in compliance with the minimum lot size standards of this Chapter, without the necessity of further administrative approvals.

DEVELOPMENT STANDARDS 19.06.040

A. Tables

Except as otherwise noted, the minimum lot size, maximum unit density, minimum lot width, minimum building setbacks, maximum lot coverage, minimum building separation and maximum building height for uses in each district shall be governed by the dimensional standards in the tables listed for each district. Explanatory notes for provisions in the tables follow the tables as needed.

B. Building Placement

In addition to the dimensional standards and requirements listed for building placement in the tables provided for each district, development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. **Projections into Setback Area.** The following structures are permitted to project into the established setback area for the lot or parcel as indicated:

   a. **Architectural Features.** Bay windows, fireplaces, roof eaves, cabinets designed to screen utility meters and similar architectural features may encroach no more than two feet into any required setback area, provided that the encroachments:

      i. Remain at least three feet from the property line; and

      ii. Do not increase the living space of the structure at the floor level.

   b. **Other Architectural Embellishments.** Architectural embellishments and institutional symbols for churches, public buildings and quasi-public buildings may extend into any required setback area, provided that they are clearly shown and approved as a part of a Special Use Permit, Site Development Plan or other required application.

   c. **Lots Adjacent to Open Space.** On any lot which adjoins a golf course, park area, common open space or similar open space, open balconies may extend up to five feet into the required setback for the dwelling and toward the open space; provided, however, that the projection extends no closer than three feet from the property line.

   d. **Mechanical Equipment.** Mechanical equipment such as air-conditioning units, pool filtering and heating equipment, water softeners, and similar mechanical equipment may occupy the required rear and side yard setback areas if totally screened from abutting lots and streets by fences, walls or landscaping, and if such mechanical equipment does not restrict required access through such setback areas as determined by the Department.

C. Accessory Structures

In addition to the standards listed for accessory structures in the tables provided for each district, accessory structures on any lot subject to the standards provided in this Chapter shall conform to the following:

1. No accessory structure shall be erected or moved onto any lot prior to construction of the main building unless a building permit has been issued for the construction of the main building.

2. No accessory structure is permitted in front of the primary structure unless the structure is a side-loaded garage which is used strictly as an ancillary use and does not encroach into the front setback area.

3. No setback is required for a detached accessory structure from a property line which abuts an alley.

4. Accessory structures must be aesthetically compatible with the principal dwelling unit.

5. Accessory structures may contain any type of room use but may not contain any kitchen except as otherwise specifically provided in this Title with respect to a Class I accessory structure.

6. On corner lots, the roof of an accessory structure may be attached to the main dwelling, if there is a minimum six foot separation between the walls of the accessory structure and the main building and provided that at least two sides of the breezeway are open. A gate or fence which is at least 50 percent open construction may be attached to one end of the breezeway.

D. Building Height

In addition to the standards listed for building height in the tables provided for each district, building heights for development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Roof-mounted solar panel units that are permitted as a conditional use pursuant to LVMC Chapter 19.12 shall not be considered as a part of the building height for purposes of this Chapter.

2. Chimneys, vent stacks and skylights may be erected above the required height limits provided that in no case shall structures above the permitted height limit be constructed for the purpose of providing additional floor space.

E. Patio Covers

In addition to the standards listed for patio covers in the tables provided for each district, patio covers on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Any patio cover extending into the established setback area for the lot or parcel may not be enclosed with any materials, including wood, metal, canvas, plastic, glass or any other screening material. An enclosed patio cover must conform to the setback standards applicable to the main dwelling.

2. The height of the patio cover shall not exceed twelve feet.

3. A detached patio cover shall conform to the applicable Accessory Structure standards for the lot or parcel.

F. Landscape Buffers and Turf Limitations

In addition to the standards listed for landscape buffers and turf limitations in the tables provided for each district, development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Landscape Required

a. All multifamily development or single family developments with five or more lots adjacent to streets classified as major collectors or larger shall meet or exceed the minimum standards, and shall comply with any restrictions, established in this Title. All landscaping required by this Chapter shall also comply with the provisions of LVMC 13.48.040 and 19.02.190.

b. Except as otherwise permitted by the Director, all landscape and irrigation plans shall be prepared and stamped by a registered architect, landscape architect, residential designer or civil engineer.

c. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive. Prior to the issuance of a building permit, the owner, developer or contractor shall post a performance bond or equivalent security to assure the performance of the maintenance obligation for a minimum of two years.

d. All revisions to an approved landscape plan must first be reviewed and approved by the Department prior to installation of the landscaping.

e. Where perimeter landscape buffers are indicated the standard planting requirement is as set forth in Figure 1. Alternatives to the standard planting requirement are set forth in Figures 2 and 3.

2. Additional Landscaping May Be Required

Additional landscaping may be required by the Director or reviewing authority in order to respond to special site features, maintain an established landscape pattern created by existing landscaping in the surrounding area, or mitigate the impact of a particular development.

Illustrations & Graphics 19.06.040(F)

FIGURE 1 - STANDARD PLANTING REQUIREMENT

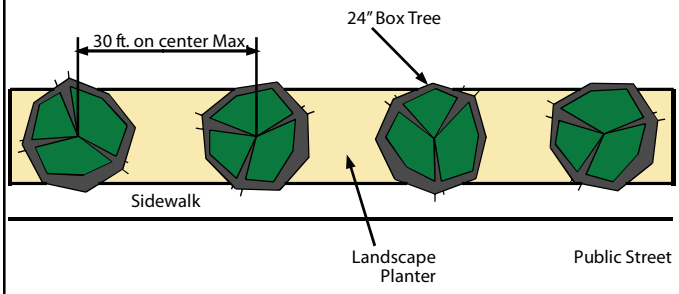
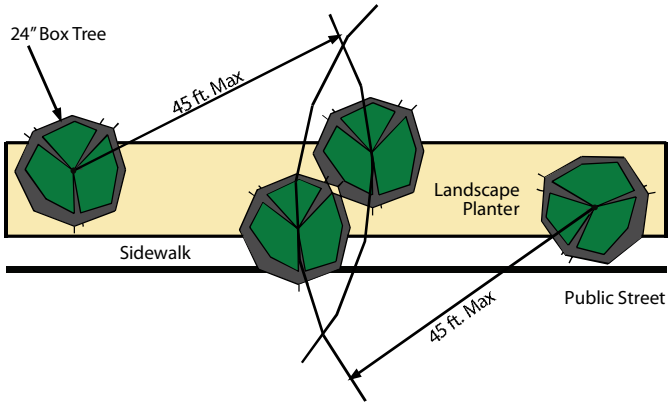
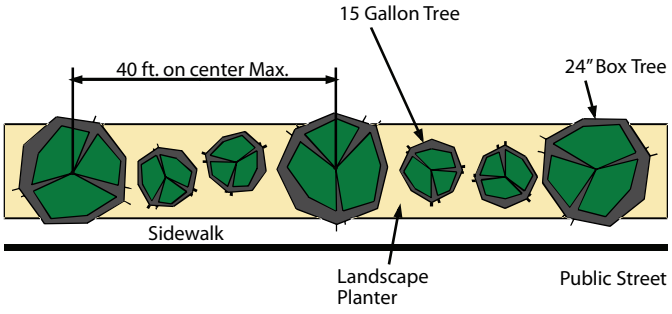


FIGURE 2 - STANDARD PLANTING REQUIREMENT ALTERNATIVE 1



CLUSTERED PLANTING: CLUSTERING OF TREES IS ALLOWED IF: 1) THE TOTAL NUMBER OF TREES EXCEEDS THE MINIMUM REQUIREMENT BY AT LEAST ONE TREE; AND 2) THE SPACING BETWEEN ANY TWO TREES DOES NOT EXCEED FORTY-FIVE FEET.

FIGURE 3 - STANDARD PLANTING REQUIREMENT ALTERNATIVE 2



VARIABLE SIZE PLANTING: ONE TWENTY-FOUR INCH BOX DECIDUOUS TREE, EVERGREEN TREE, OR FIFTEEN FOOT PALM TREE FOR EVERY FORTY LINEAR FEET OF PLANTER, PLUS ONE EXTRA TREE OF SIMILAR SIZE TO PROVIDE COVERAGE AT EACH END OF PLANTERS. THE SPACING OF SUCH TREES SHALL NOT EXCEED FORTY FEET ON CENTER. IN ADDITION, TWO FIFTEEN GALLON DECIDUOUS TREES, EVERGREEN TREES, OR PALM TREES ARE REQUIRED FOR EVERY FORTY LINEAR FEET OF PLANTER, TO BE LOCATED BETWEEN THE TREES PLANTED PURSUANT TO THE PRECEDING SENTENCE. THE FIFTEEN GALLON TREES MAY BE EITHER SPACED REGULARLY OR GROUPED IN BETWEEN THE LARGER TREES.

3. Alternative Landscape Designs

The Director or other reviewing authority may approve variations to the standards and designs set out in this Chapter if they respond more appropriately to a particular site and provide equivalent means of achieving the intent of this Chapter.

4. Maintenance

Property owners shall be responsible for:

a. Maintaining all walls in good structural and finish condition;

b. Maintaining all landscaping in a healthy and vigorous living condition and in accordance with LVMC 13.48.040 and 19.02.190;

c. Promptly replacing dead vegetation with healthy, living plants, in accordance with standard seasonal planting practices.

5. Installation of Required Landscaping

a. All required perimeter landscaping shall be installed in compliance with an approved landscape plan prior to occupancy.

b. Prior to the installation of any required landscaping the developer shall demonstrate compliance with the approved landscape plan by providing the Department a complete bill of materials.

c. When applicable to a phased development plan, a phased landscape installation plan may be approved concurrently with a Site Development Plan Review.

6. Irrigation of Landscaping

a. All required landscaping shall be installed with an irrigation system designed to eliminate any run-off of water into the public rights-of-way.

b. In order to minimize damage to buildings and solid walls from soil settling, expansion/ contraction (cracked foundation), all overhead spray irrigation systems shall be a minimum of twenty-four (24) inches back from any building and solid walls with no overspray contacting any building or solid walls.

c. An automatic irrigation system is required for all planting areas, and shall include:

i. An electric automatic controller and multiple program capabilities;

ii. Multiple repeat cycle capabilities; and

ii. A flexible calendar program.

d. All irrigation water shall be retained on-site. When required, swales shall channel water to larger holding areas, catch basins, other planting areas, gravel sumps, dry-wells, or any combination thereof. Areas that accumulate system water shall be provided with underground drainage systems to carry water to holding or discharge areas. Nuisance flows shall not spill over the sidewalk and into any street.

7. Turf Limitations

a. The use of turf is subject to and limited by LVMC Chapter 14.11 and the provisions of this Paragraph (7), with the provisions that are most restrictive to govern in a particular case. No new turf shall be installed in residential front yard areas except as provided for in LVMC 14.11.150(B), or in the common areas of residential developments unless the common area is intended as usable open space. Additionally, turf shall be limited in the rear and side yard areas of residential lots as follows:

Table 1 - Turf Limitations

Use	Use of Turf
Single-Family	Limited to a maximum of 50% of the total side and rear yard areas or 100 square feet, whichever is greater (up to a maximum of 5,000 square feet) provided that no turf installation in a side or rear yard area has a dimension of less than 10 feet
Multi-Family	Limited to a maximum of 30% of total landscapable area

b. The turf limitations contained in this Subsection are intended to increase the use of water efficient vegetation. Landscaping shall be designed, and the landscaping materials shall be chosen and installed, so as to ensure that, within three years of normal growth, at least fifty percent of the area covered by non-turf landscaping will consist of water efficient vegetation.

c. The maximum amount of turf allowable pursuant to Subparagraph (a) may be increased proportionally by the percentage of water used for irrigation that comes from a source to which the property owner has secured water rights.

8. Landscape Materials

Landscaping shall include drought-resistant and water efficient plant materials consistent with the Southern Nevada Water Authority xeriscape guidelines and the turf limitations of Paragraph (7).

Where perimeter landscape buffers are indicated the following are the requirements for landscape material:

a. Trees shall be spaced within the required buffer zones in accordance with Table 2 below, with trees to be spaced on center.

Table 2 – Landscape Buffer – Standard Tree Spacing

Use	Standard
Single-Family	1-24" box tree per 30 linear feet
Multi-Family	1-24" box tree per 20 linear feet [1]

Footnotes:

1. *Where adjacent to any right-of-way classified as a freeway, the spacing maybe increased to 1-24" box tree per 30 linear feet.*

b. Shrub Requirements. Shrubs are required in all buffer areas, with a minimum of four 5-gallon shrubs required for every required tree.

c. Ground Cover Requirements. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, without limitation, rocks and small stones, crushed rock and bark, installed to a minimum depth of two inches in all areas.

9. Buffer Zone Encroachments

The following encroachments are permitted within

required buffer zones:

a. Driveways (curb cuts) that are located perpendicular or approximately perpendicular to the street right-of-way.

b. Sidewalks that are located perpendicular or approximately perpendicular to the street right-of-way.

10. Utility Boxes and Installations

a. Along streets that border a residential subdivision, all utility boxes and above-ground utility installations, other than utility poles, that are in excess of twenty-seven cubic feet in size and that are to be placed outside the right-of-way shall be installed with landscaping on two sides, with one side being available for access by utility companies. The landscaping must include tall grasses and/or shrubbery which, at maturity, will provide adequate screening of the utility structures.

b. Within proposed trail corridors that are identified in the Master Plan Transportation Trails Element and the Master Plan Recreation Trails Element, no utility box or above-ground utility installation, other than a utility pole, that is in excess of twenty-seven cubic feet in size (excluding pad and concrete collars) shall be allowed. In addition, all utility boxes to be placed immediately adjacent to a trail corridor shall be placed so that the access doors open parallel to the trail corridor and are accessible without the need to cut down or reduce the effectiveness of the landscaping within the trail area.

11. Deviations

a. The Planning Commission or City Council may grant a waiver to deviate from the standards set forth in Paragraphs (1) through (7) of this Subsection as part of a Site Development Plan Review if the applicant can show through convincing and substantial evidence that the waiver will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the proposed project will substantially meet the intent of the standard, and the granting of the waiver will not detrimentally affect the public health, safety or general welfare.

b. An exception or modification from the standards set forth in Paragraphs (8) through (10) of this Subsection may be approved upon the request of an applicant if the applicant can show through convincing and substantial evidence that the exception or modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the proposed project will substantially meet the intent of the standard, and the granting of the exception or modification will not detrimentally affect the public health, safety or general welfare. Such an exception or modification may be granted by the Director in connection with the approval of a Site Development Plan Review. In cases where the Director does not approve a requested exception or modification, the request may be acted upon by the Planning Commission or City Council, the request for exception or modification need not be identified as a separate action item, and disposition of the request may be incorporated into the action on the Site Development Plan Review. Notice of action on the request for exception or modification may be incorporated into the notice of decision regarding the Site Development Plan Review.

G. Parking

In additions to the standards listed for parking in the tables provided for each district, development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Every building or land use established, every existing building enlarged and every existing use expanded shall provide off-street parking and loading spaces in accordance with the minimum parking requirements set forth in LVMC 19.12.070 and any other applicable requirements and standards of this Title. Existing parking and loading spaces shall not be reduced below the minimum required by this Title.

2. All on-site parking shall be provided on the same parcel as the principal use, except as permitted by the off-site parking provisions of this Title. Parking on the public right-of-way may not be counted towards satisfying the requirement for on-site parking.

3. All parking and vehicle storage areas, including recreational vehicle parking in residential land use districts, shall occur on paved areas and conform to the conditions and requirements for "Vehicle Parking, Storage or Repair in Residential Zoning

Districts" as outlined in LVMC Chapter 19.12, except that:

a. Parking surfaces used for temporary real estate sales offices may consist of decomposed granite, chat, reclaimed asphalt paving or other material approved by the Department of Public Works.

4. Except as otherwise provided in LVMC 19.12.070 or some other provision of this Title, when more than one use is to be conducted on a site, parking shall be calculated and provided for each of the uses separately.

5. Driveways may be used to satisfy minimum on-site parking requirements for single-family dwellings, provided that sufficient space is available to satisfy the minimum design standards and no parking space is located so as to require the moving of any vehicle on the premises in order to enter or leave any other space.

6. Multi-family residential uses shall provide handicapped parking at the rate of one space for each dwelling unit that is designed for occupancy by the handicapped. The number of spaces required for use by a vehicle with a side-loading wheelchair lift shall be in accordance with the requirements of LVMC 19.18.030(D).

H. Fences and Walls

In additions to the standards listed for fences and walls in the tables provided for each district, development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Front Yard Screen Wall Prohibition. No screen wall shall be built in the front yard of a residential property.

2. Perimeter and Screen Walls

a. General. There is no requirement to construct a wall or fence. However, all perimeter or screen walls and fences must comply with applicable building code requirements. The height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

3. Fences, Walls and Architectural Character

a. Perimeter walls. Perimeter walls, end walls, return walls and common area walls shall be decorative and shall be installed by the developer. Acceptable decorative wall materials include, without limitation, stone, decorative block, slump, stone, and wrought iron, and shall have a minimum percentage of contrasting material as indicated for each district. The contrasting material requirement may be fulfilled by contrasting color, or a combination of contrasting material and contrasting color, if approved by the Department in its discretion. All walls shall include such detail variations as may be required by the Department, including pilaster, decorative caps, decorative iron cutouts or fluted blocks. Any decorative materials or ironwork attached to the top of a perimeter wall shall not encroach into public rights-of-way or abutting properties. Pilasters, if used, shall have a maximum spacing of twenty-four feet on center. All perimeter walls shall:

i. Match the design of abutting perimeter walls. The established wall design shall be continued until the next street intersection. In cases where the existing wall is considered by the Director to be of unacceptable design, the design shall not be carried beyond the next street intersection unless a transitional wall area designed to soften the differences between the walls is constructed; and

ii. Be maintained by the property owner, the developer, a business association or other similar organization, or by such other means as may be approved by the City.

b. Retaining Walls. Retaining walls which are visible from adjacent properties or rights-of-way shall be decorative and shall be installed by the developer. Acceptable materials for retaining wall construction include split-face block, decorative block, slump stone, stone, caliche rock, colored or exposed aggregate, and textured-finish concrete. All walls shall include detail variations such as pilasters, decorative caps, or fluted blocks. All walls shall be maintained by the property owner, the developer, a business association or other similar organization, or by such other means as may be approved by the City. In cases where the height of a retaining wall exceeds four feet, a minimum of five shrubs of a five-gallon size, and five shrubs of a one-gallon size, for each twenty feet of linear planting area shall be planted in the area at the base of the wall. In cases where there are multiple-stepped retaining walls, a minimum of five shrubs of a

five-gallon size, and five shrubs of a one-gallon size, for each twenty feet of linear planting area shall be planted in the area between the walls and at the base of the lowest wall. A minimum planting area of four feet is required between the retaining walls.

c. Wall Separation. Where a screen or perimeter walls abuts another screen or perimeter wall, the separation shall either be:

i. A minimum of three feet from face of wall to face of wall, with access provided to the area between the walls for maintenance; or

ii. A maximum of eight inches, with the resulting gap between the walls to be filled and capped with a cementitious material that:

A) Will not increase the load on the walls; and

B) Has been approved by the Department and the Department of Building and Safety.

4. Materials. Unless otherwise approved as part of an overall development plan, the following materials shall not be acceptable for use as screen or perimeter walls:

a. Chainlink or open wire fencing (except as temporary construction fencing);

b. Razor wire or barber wire (except as may be approved under the procedures set forth in the City's Building Code);

c. Corrugated metal;

d. Bright colored plastic; and

e. Untextured or unfinished concrete or block (CMU) walls.

I. Residential Adjacency Standards

1. Applicability

a. All property to be developed for multi-family residential use that is located adjacent to either single-family residential property or property which is designated for such development in the General Plan shall conform to the residential adjacency standards set forth in this Subsection.

b. For purposes of this Subsection:

i. Property is "adjacent" to other property if the properties share a common property line or are separated only by a street right-of-way or easement.

ii. "Property subject to the standards for this Subsection" means the property that is described in Subparagraph (a) of this Paragraph (1) that must conform to the residential adjacency standards of this Section.

iii. "Protected property" means residential property that is developed for sale or designated for such development, and single-family residential property, as those types of property are described in Subparagraph (a) of this Paragraph (1).

2. Building Height And Setback Requirements

a. Proximity Slope

i. Except as otherwise provided in this Paragraph (2), no building subject to the standards of this Subsection shall exceed the height of a line drawn from the property line of a protected property at a 3:1 slope directly into the property subject to the standards of this Subsection. For example, a 100-foot high building must be set back 300 feet from the property line of the protected property, if both the property line of that property and the grade of the building subject to the standards of this Subsection are at the same elevation. The Proximity Slope limitation contained in this Subparagraph (i) applies to architectural projections above rooflines.

ii. The Proximity Slope limitation contained in Subparagraph (a)(i) does not apply when non-residential buildings, such as schools and churches, are built on the protected property.

iii. Notwithstanding the Proximity Slope limitation contained in Subparagraph (a)(i), a one story building up to 15 feet in height may be constructed to the applicable setback line that is established for the zoning district in which the property

subject to the standards of this Subsection is located or which is established by Subparagraph (d) of this Paragraph (2).

b. Changes in Grade. Notwithstanding the Proximity Slope limitation contained in Subparagraph (a)(i) above, if the natural slope of the ground rises or falls from the point of origin of the slope line, the actual building height may be greater or lesser by the difference in grade.

c. Exceptions

i. The following structures may project a maximum of 12 feet above the Proximity Slope:

A) Chimney and vent stacks.

B) Roof structures for the use of solar panel units, elevators, stairs, tanks, ventilation and similar necessary mechanical equipment.

C) Visual screens which surround mounted mechanical equipment.

D) Skylights.

E) Whip and mounted antennas.

ii. Church steeples, utility transmission lines and towers, wireless communication facilities when attached to a utility transmission line pole or tower, small wind energy systems, and municipal utility facilities such as water towers are exempt from the maximum height provisions.

d. Building Setback. In addition to the required building setback line, no building setback on property subject to the standards of this Subsection shall be less than the required building setback for the protected property.

e. Waiver. The requirements of this Paragraph (2) may be waived by the City Council for:

i. Any multifamily residential project that is intended to meet the affordable housing objectives of the General Plan if the City Council determines that the waiver is critical to the viability of the project and that the intent of this Paragraph (2) can be achieved; or

ii. Any mixed-use development that contains a significant residential element.

3. Spill-Over Lighting

a. Lighting Standard. No lighting from a property subject to the standards of this Section shall create greater than 0.5 of one foot-candle at the property line of a protected property.

b. Redirecting/Screening of Light Sources. All sources of light, including security lighting, illuminated signs, vehicular headlights and other sources, shall be directed away from protected property or screened so that the light level above is not exceeded.

4. Trash Receptacles

Garbage storage areas for properties subject to the standards of this Section shall be screened and odor controlled, and trash pick up shall be scheduled to minimize any impact on protected properties. In addition, trash receptacles shall be located a minimum of 50 feet from any property line of a protected property.

5. Exclusions

a. Higher Ambient Light Levels. Where existing ambient light levels from multiple sources already exceed the standards, the subject source may not increase the existing light levels, unless approved in connection with the approval of a Site Development Plan.

J. Downtown Centennial Plan Overlay District

Building Height, Setback and Lot Coverage. All structures located in the Downtown Centennial Plan Overlay District are exempted from the automatic application of the building height, building setback and lot coverage provisions of this Chapter, including the Residential Adjacency Setback provided, however, that this exemption does not prohibit the City Council from imposing a building height, setback or lot coverage requirement in connection with the approval of a Site Development Plan.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U UNDEVELOPED DISTRICT

The U District functions as a temporary classification to be used until property is ready for development for a more intense, permanent use. This classification is intended to be used as a holding zone to prevent the premature, haphazard development of property.

BUILDING PLACEMENT (see Figure 1)	TABLE 1
A. Minimum Lot Size Minimum Lot Width	20,000 square feet 100 feet [1]
B. Max. Lot Coverage Dwelling Units per Lot	NA 1
C. Minimum Front Yard Setback	50 feet to public street [2] 30 feet to private street or access easement [3]
D. Minimum Side Yard Setback	10 feet
E. Minimum Corner Side Yard Setback	15 feet
F. Minimum Rear Yard Setback	35 feet

Footnotes:

1. *Notwithstanding the minimum lot width in this Table, lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be reduced to a minimum of 30 feet in width at the front property line, provided the average lot width meets the required lot width.*
2. *The minimum front setback for an attached, open porte cochere is 30 feet.*
3. *For lots located on a cul-de-sac or a street knuckle, the minimum front yard setback shall be 20 feet from the edge of the private street or access easement.*

ACCESSORY STRUCTURES (see Figure 2)	TABLE 2
A. Separation from Main Bldg.	6 feet
B. Minimum Corner Side Yard Setback	15 feet
C. Minimum Rear Yard Setback	3 feet
D. Minimum Side Yard Setback	3 feet
E. Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.*

FIGURE 1 - BUILDING PLACEMENT

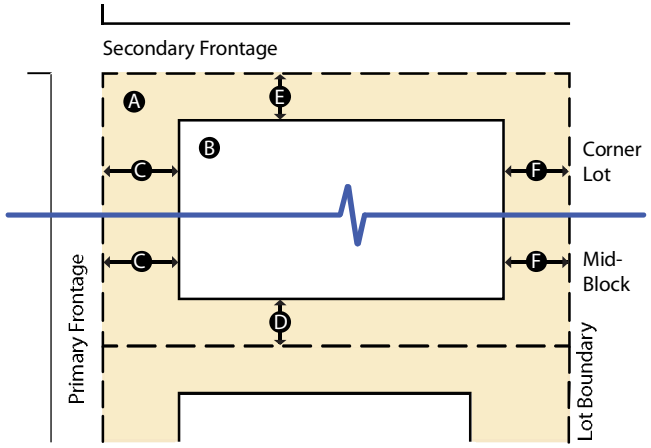

FIGURE 2 - ACCESSORY STRUCTURES

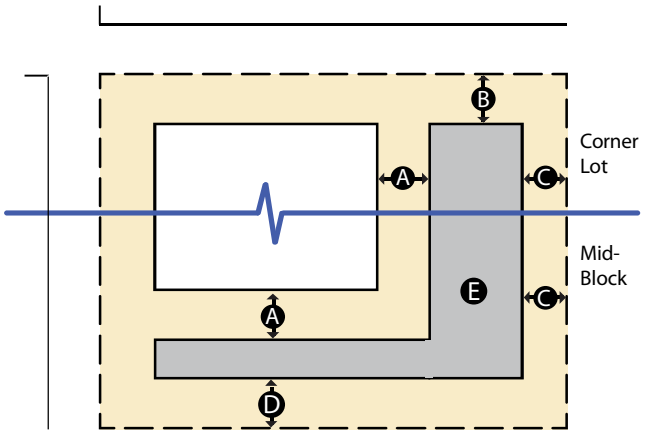

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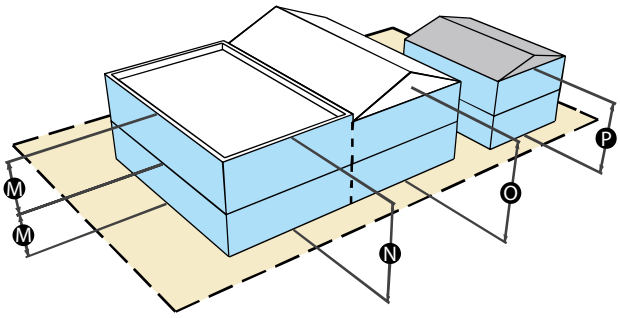
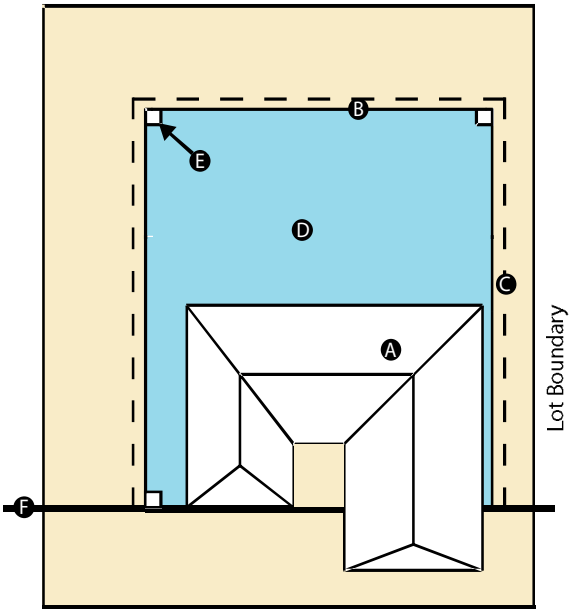
FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)	TABLE 3
M. Stories	2 max
N. Flat Roof - Max. Height	35 feet measured to the top of the roof coping
O. Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
P. Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

FIGURE 4 - PATIO COVER



PATIO COVER (see Figure 4)	TABLE 4
A. Principal Dwelling Unit	
B. Patio Cover Setback to Post	15 feet - Rear 15 feet - Side 15 feet - Corner Side
C. Patio Cover Overhang	May overhang 2 feet beyond the post/support column
D. Patio Cover	Buildable Envelope
E. Patio Cover Support Columns	Must be located within the required Setbacks
F. Front Yard Setback	Patio Cover may not extend into

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 5)	TABLE 5
A. Landscape Buffer - Minimum Zone Depths	6 feet - Adjacent to Right-of-Way [1] 0 feet - Interior Lot Lines
B. Primary Dwelling	
C. Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

D.	Front Yard Area - Turf Coverage	0%
E.	Front Yard Setback Line	

Footnotes:

1. *Only applies to single-family developments with five or more lots.*

PARKING (see Figure 5)		TABLE 6
F.	Minimum On-site Parking Requirement [1] - Single Family Residential	2 unimpeded spaces per dwelling unit

Footnotes:

1. *For any use approved for this district other than Single Family Residential (Attached or Detached) the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 6)		Table 7
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Pilaster height	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]		
F.	Maximum secondary wall height	2 feet
G.	Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).*

FIGURE 5 - LANDSCAPE BUFFER AND TURF LIMITATIONS / SINGLE-FAMILY (ATTACHED OR DETACHED) PARKING

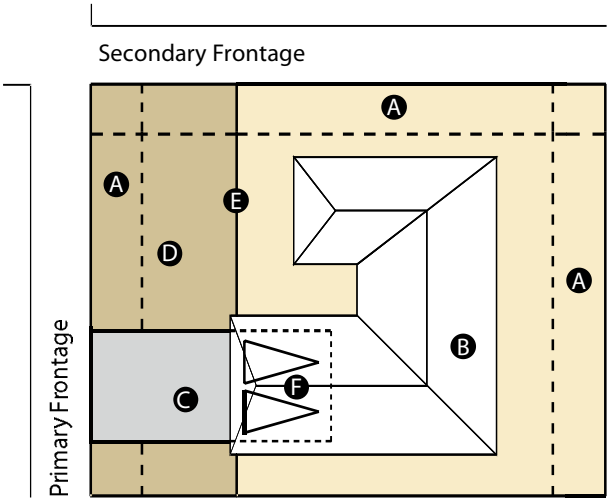


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

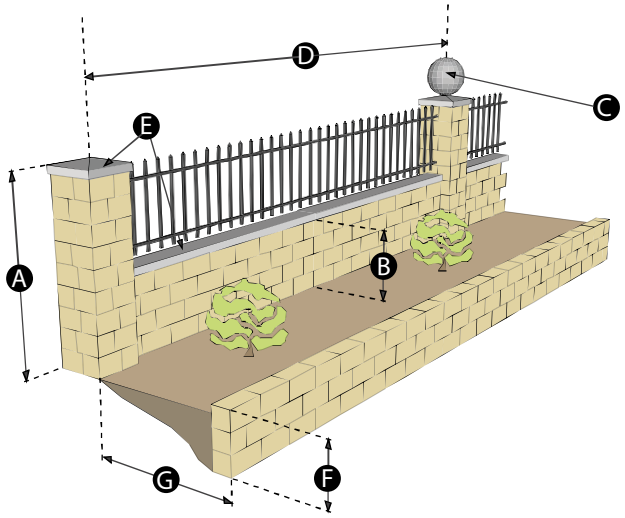


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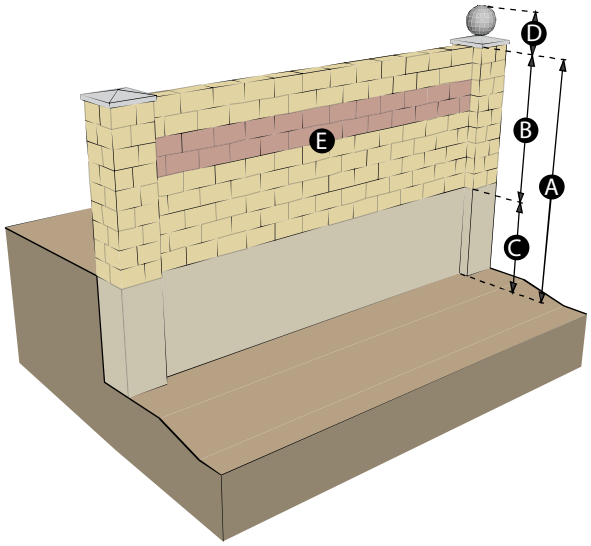
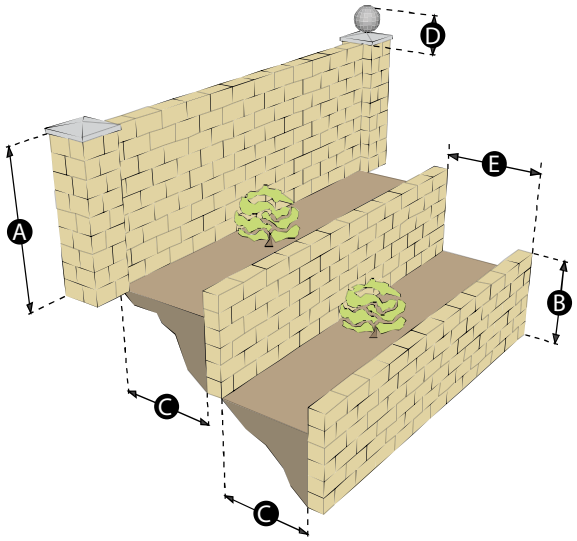
FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)		Table 8
Perimeter and Retaining Walls with Slope ≤ 2%		
A.	Maximum Overall Height	10 feet
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%		
A.	Maximum Overall Height	12 feet
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	6 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%

FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 8)		Table 9
A.	Maximum Primary wall Height	6 - 8 feet
B.	Maximum Secondary wall Height	4 feet
C.	Minimum spacing between wall sections - Inside Dimensions	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Minimum spacing between wall sections - Outside Dimensions	5 feet

19.06.060

R-E RESIDENTIAL ESTATES DISTRICT

The purpose of the R-E District is to provide for low density residential units located on large lots and conveying a rural environment. This District is consistent with the policies of the Desert Rural Density Residential category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Size Minimum Lot Width	20,000 square feet 100 feet [1]
B.	Max. Lot Coverage Dwelling Units per Lot	NA 1
C.	Minimum Front Yard Setback	50 feet to public street [2] 30 feet to private street or access easement [3]
D.	Minimum Side Yard Setback	10 feet
E.	Minimum Corner Side Yard Setback	15 feet
F.	Minimum Rear Yard Setback	35 feet

Footnotes:

1. *Notwithstanding the minimum lot width in this Table, lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be reduced to a minimum of 30 feet in width at the front property line, provided the average lot width meets the required lot width.*
2. *The minimum front setback for an attached, open porte cochere is 30 feet.*
3. *For lots located on a cul-de-sac or a street knuckle, the minimum front yard setback shall be 20 feet from the edge of the private street or access easement.*

ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Separation from Main Bldg.	6 feet
B.	Minimum Corner Side Yard Setback	15 feet
C.	Minimum Rear Yard Setback	3 feet
D.	Minimum Side Yard Setback	3 feet
E.	Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.*

FIGURE 1 - BUILDING PLACEMENT

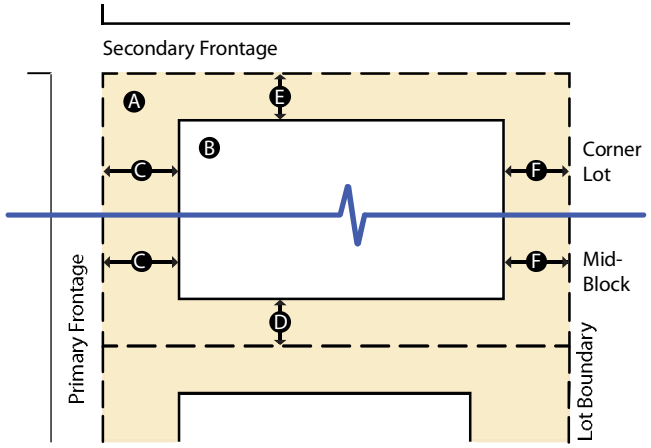
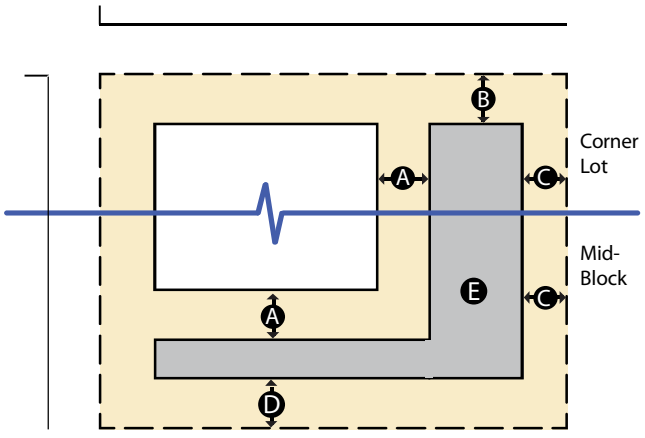


FIGURE 2 - ACCESSORY STRUCTURES



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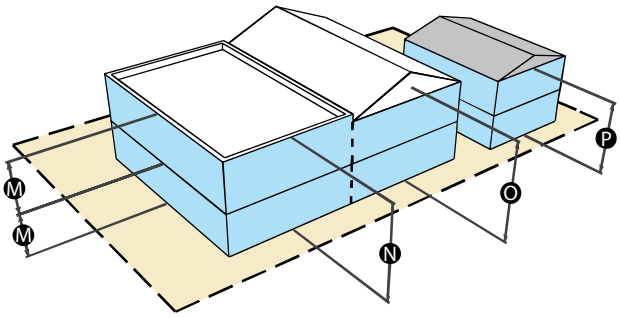
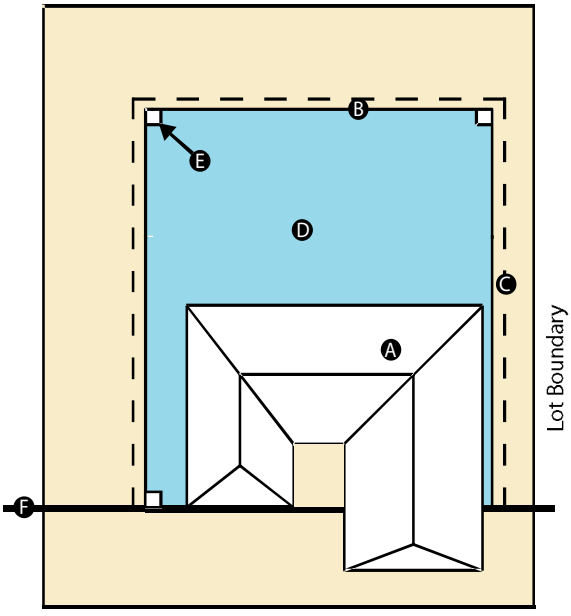
R-E
19.06.060

FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
M.	Stories	2 max
N.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
O.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
P.	Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

FIGURE 4 - PATIO COVER



PATIO COVER (see Figure 4)		TABLE 4
A.	Principal Dwelling Unit	
B.	Patio Cover Setback to Post	15 feet - Rear 15 feet - Side 15 feet - Corner Side
C.	Patio Cover Overhang	May overhang 2 feet beyond the post/support column
D.	Patio Cover	Buildable Envelope
E.	Patio Cover Support Columns	Must be located within the required Setbacks
F.	Front Yard Setback	Patio Cover may not extend into

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 5)		TABLE 5
A.	Landscape Buffer - Minimum Zone Depths	6 feet - Adjacent to Right-of-Way [1] 0 feet - Interior Lot Lines
B.	Primary Dwelling	
C.	Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

D.	Front Yard Area - Turf Coverage	0%
E.	Front Yard Setback Line	

Footnotes:

1. *Only applies to single-family developments with five or more lots.*

PARKING (see Figure 5)		TABLE 6
F.	Minimum On-site Parking Requirement [1] - Single Family Residential	2 unimpeded spaces per dwelling unit

Footnotes:

1. *For any use approved for this district other than Single Family Residential (Attached or Detached) the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 6)		Table 7
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Pilaster height	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]		
F.	Maximum secondary wall height	2 feet
G.	Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).*

FIGURE 5 - LANDSCAPE BUFFER AND TURF LIMITATIONS / SINGLE-FAMILY (ATTACHED OR DETACHED) PARKING

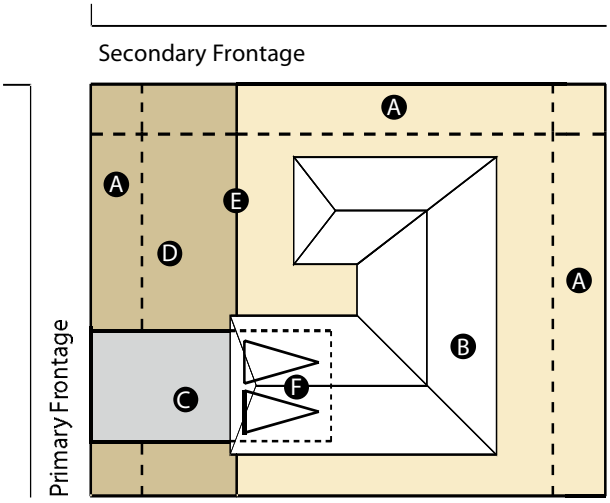
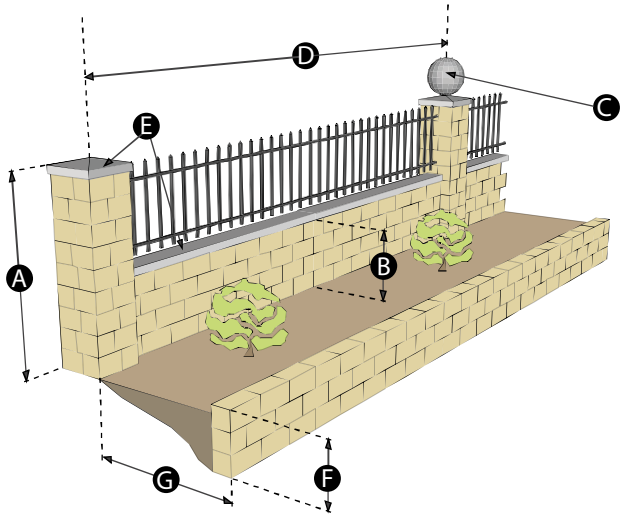


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



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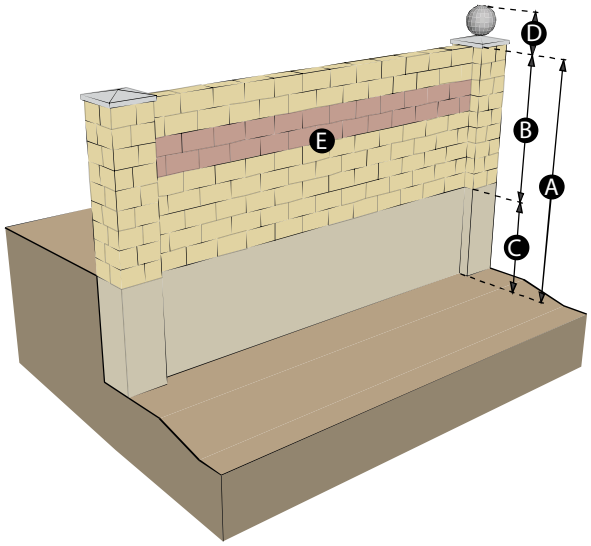
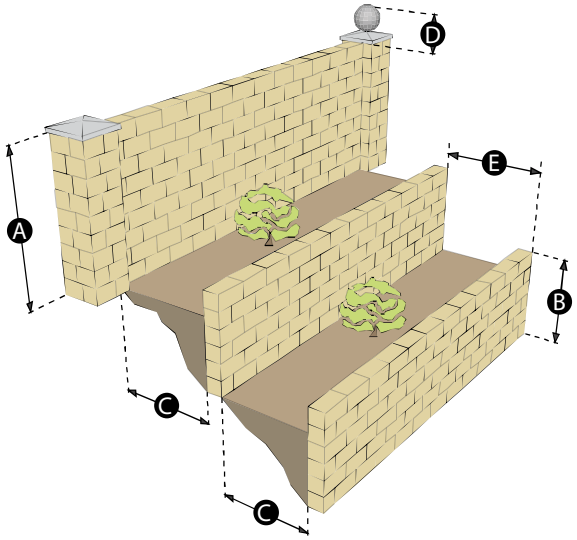
R-E
19.06.060

FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)		Table 8
Perimeter and Retaining Walls with Slope ≤ 2%		
A.	Maximum Overall Height	10 feet
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%		
A.	Maximum Overall Height	12 feet
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	6 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%

FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 8)		Table 9
A.	Maximum Primary wall Height	6 - 8 feet
B.	Maximum Secondary wall Height	4 feet
C.	Minimum spacing between wall sections - Inside Dimensions	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Minimum spacing between wall sections - Outside Dimensions	5 feet

19.06.070

R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

The purpose of the R-1 District is to provide for the development of single-family detached dwellings in a suburban setting. The R-1 District is consistent with the policies of the Low Density Residential category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Size Minimum Lot Width	6,500 square feet 65 feet [1]
B.	Max. Lot Coverage Dwelling Units per Lot	50% 1
C.	Minimum Front Yard Setback	20 feet
D.	Minimum Side Yard Setback	5 feet
E.	Minimum Corner Side Yard Setback	15 feet
F.	Minimum Rear Yard Setback	15 feet

Footnotes:

1. *Notwithstanding the minimum lot width in this Table, lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be reduced to a minimum of 30 feet in width at the front property line, provided the average lot width meets the required lot width.*

ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Separation from Main Bldg.	6 feet
B.	Minimum Corner Side Yard Setback	15 feet
C.	Minimum Rear Yard Setback	3 feet
D.	Minimum Side Yard Setback	3 feet
E.	Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1, 2]

Footnotes:

1. *The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.*
2. *The aggregate total of the ground floor areas of all structures and dwellings, including accessory structures, shall not exceed the percentage of lot coverage permitted.*

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R-1
19.06.070

FIGURE 1 - BUILDING PLACEMENT

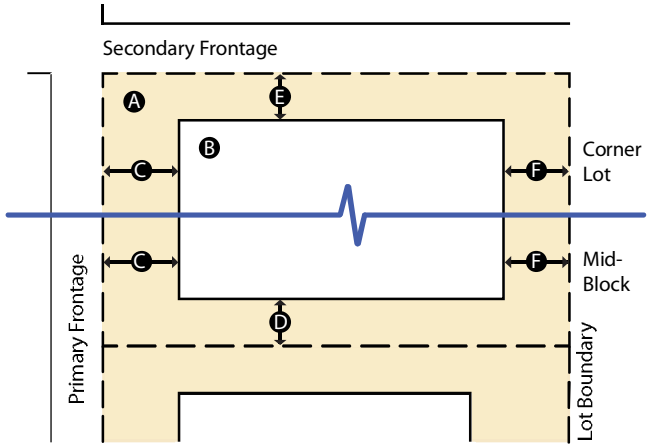

FIGURE 2 - ACCESSORY STRUCTURES

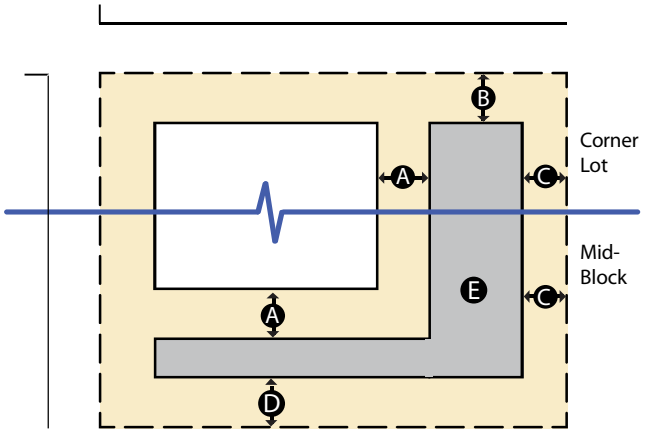

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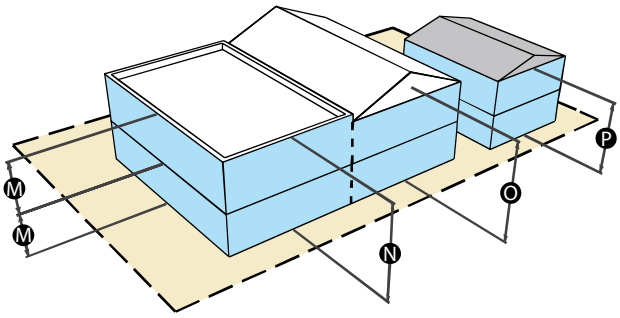
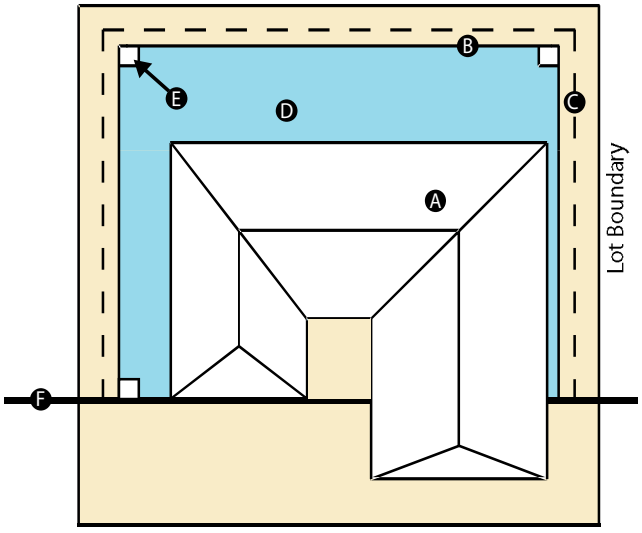
FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
M.	Stories	2 max
N.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
O.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
P.	Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

FIGURE 4 - PATIO COVER



PATIO COVER (see Figure 4)		TABLE 4
A.	Principal Dwelling Unit	
B.	Patio Cover Setback to Post	5 feet - Rear 5 feet - Side 15 feet - Corner Side
C.	Patio Cover Overhang	May come to within 3 feet of Rear and Side Property Lines
D.	Patio Cover	Buildable Envelope
E.	Patio Cover Support Columns	Must be located within the required Setbacks
F.	Front Yard Setback	Patio Cover may not extend into

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 5)		TABLE 5
A.	Landscape Buffer - Minimum Zone Depths	6 feet - Adjacent to Right-of-Way [1] 0 feet - Interior Lot Lines
B.	Primary Dwelling	
C.	Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

D.	Front Yard Area - Turf Coverage	0%
E.	Front Yard Setback Line	

Footnotes:

1. *Only applies to single-family developments with five or more lots.*

PARKING (see Figure 5)		TABLE 6
F.	Minimum On-site Parking Requirement [1] - Single Family Residential	2 unimpeded spaces per dwelling unit

Footnotes:

1. *For any use approved for this district other than Single Family Residential (Attached or Detached) the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 6)		Table 7
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Pilaster height	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]		
F.	Maximum secondary wall height	2 feet
G.	Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).*

FIGURE 5 - LANDSCAPE BUFFER AND TURF LIMITATIONS / SINGLE-FAMILY (ATTACHED OR DETACHED) PARKING

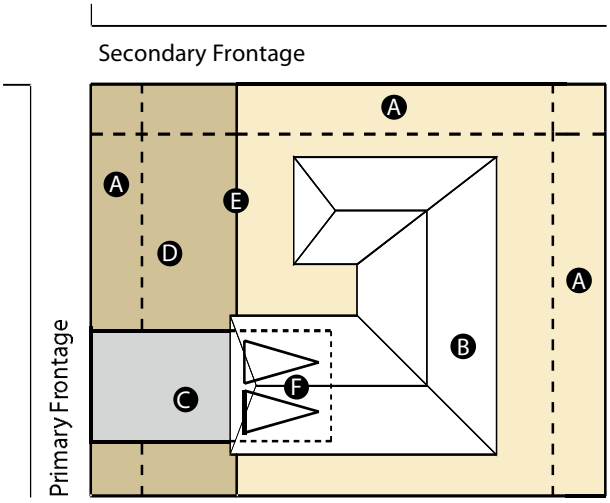
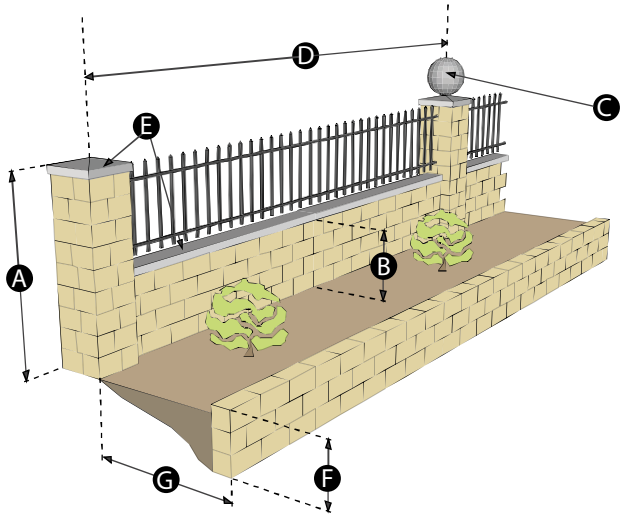


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



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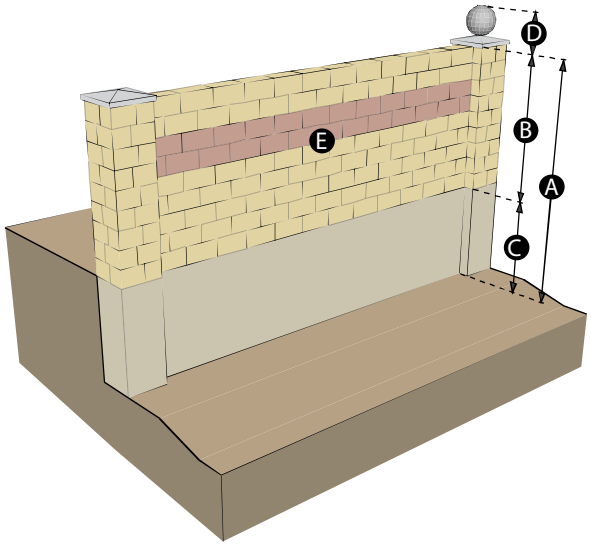
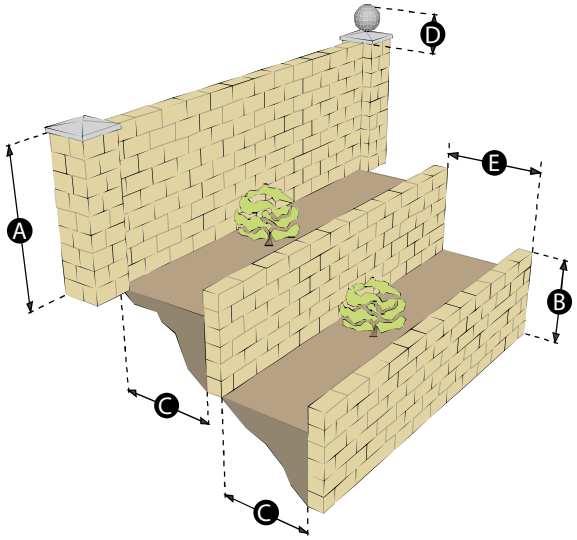
R-1
19.06.070

FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%

FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 8)	Table 9
A. Maximum Primary wall Height	6 - 8 feet
B. Maximum Secondary wall Height	4 feet
C. Minimum spacing between wall sections - Inside Dimensions	4 feet
D. Maximum Pilaster Height	18 inches
E. Minimum spacing between wall sections - Outside Dimensions	5 feet

19.06.080

R-CL SINGLE-FAMILY COMPACT-LOT DISTRICT

The purpose of the R-CL District has been to provide for single-family units and other customary residential uses on a smaller lot size. The density associated with the R-CL District is consistent with the policies of the Medium-Low Density Residential category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Size Minimum Lot Width	3,000 square feet 35 feet [1]
B.	Max. Lot Coverage Dwelling Units per Lot	70% 1
C.	Minimum Front Yard Setback	14 feet to house 18 feet to front entry garage
D.	Minimum Side Yard Setback	10 feet (combined) [2, 3, 4]
E.	Minimum Corner Side Yard Setback	10 feet
F.	Minimum Rear Yard Setback	10 feet

Footnotes:

1. *Notwithstanding the minimum lot width in this Table, lot widths shall be sufficient to provide the street frontage necessary for driveways to conform to the requirements of LVMC 13.16, 19.02.230 and any other driveway standards adopted by the City.*

2. *The side yard setbacks may be configured in any manner that conforms to the International Building Code and results in maintaining the total side yard setback width required on each lot. In no case, however, may lots be configured or improvements placed on lots in a manner that results in open space or yard setback area for one lot actually being located on a separately owned lot. The use of "use easements" to create such a result is specifically prohibited.*

3. *For corner lots, the minimum corner side yard setback is ten feet; therefore, the total combined side yard setback width must be fifteen feet.*

4. *All dwellings located less than ten feet from a side property line must maintain a separation of at least ten feet between principal structures (including garages) on adjacent lots.*

ZERO-LOT LINE DEVELOPMENT (see Figure 2)		TABLE 2
A.	Minimum Side Yard Setback	10 feet
B.	Building Setback Line	
C.	Minimum Maintenance Easement Width	3 feet [1, 2]

Footnotes:

1. *A perpetual easement shall be provided on the adjacent lot for the maintenance of the wall of the dwelling with the zero lot line. With the exception of walls, fences, vertical trellises or other connecting elements, the*

FIGURE 1 - BUILDING PLACEMENT

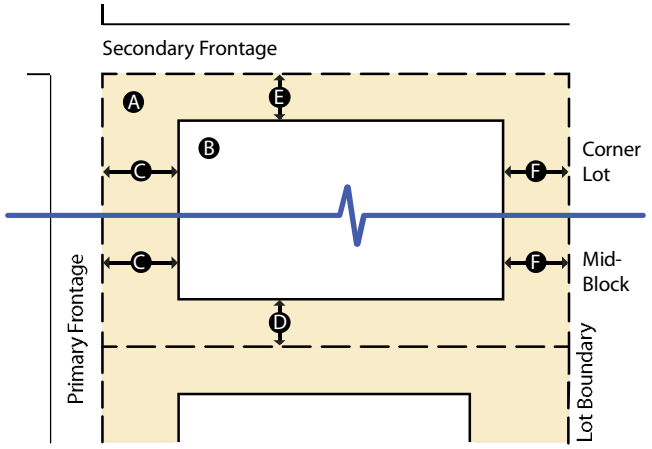


FIGURE 2 - ZERO-LOT LINE DEVELOPMENT

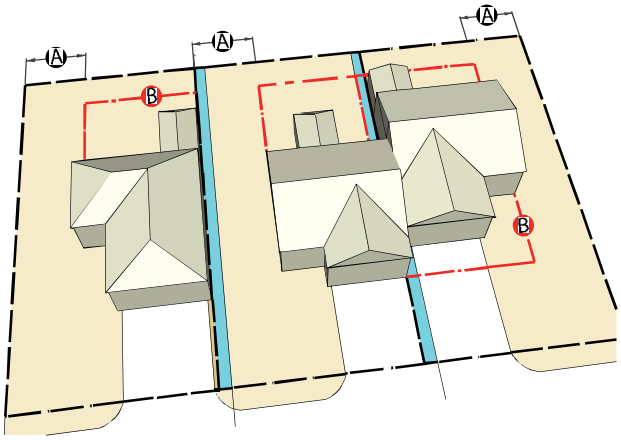


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FIGURE 3 - ACCESSORY STRUCTURES

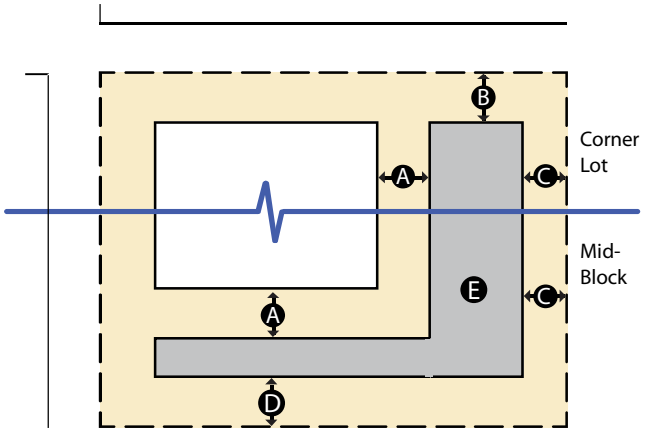
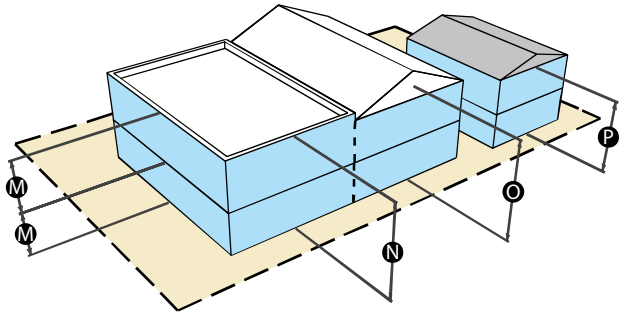


FIGURE 4 - BUILDING HEIGHT



required easement shall be kept free of structures. No doors, windows, air conditioning units, utility meters, electrical panel boxes or openings of any kind shall be permitted on the wall of a dwelling or garage placed on a zero lot line. The roof must be designed to prevent waste runoff from draining on to the adjoining lot. Required easements shall be shown on the Final Map and shall be incorporated into each deed transferring title to the property.

2. *In no case shall the owner of any zero lot line property be granted an easement on the adjoining property for the use or enjoyment of any portion of that property.*

ACCESSORY STRUCTURES (see Figure 3)	TABLE 3
A. Separation from Main Bldg.	6 feet
B. Minimum Corner Side Yard Setback	10 feet
C. Minimum Rear Yard Setback	3 feet
D. Minimum Side Yard Setback	3 feet
E. Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1, 2]

Footnotes:

1. *The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.*

2. *The aggregate total of the ground floor areas of all structures and dwellings, including accessory structures, shall not exceed the percentage of lot coverage permitted.*

BUILDING HEIGHT (see Figure 4)	TABLE 4
M. Stories	2 max
N. Flat Roof - Max. Height	35 feet measured to the top of the roof coping
O. Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
P. Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

PATIO COVER (see Figure 5)		TABLE 5
A.	Principal Dwelling Unit	
B.	Patio Cover Setback to Post	5 feet - Rear 5 feet - Side 10 feet - Corner Side
C.	Patio Cover Overhang	May come to within 3 feet of Rear and Side Property Lines
D.	Patio Cover	Buildable Envelope
E.	Patio Cover Support Columns	Must be located within the required Setbacks
F.	Front Yard Setback	Patio Cover may not extend into

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 6)		TABLE 6
A.	Landscape Buffer - Minimum Zone Depths	6 feet - Adjacent to Right-of-Way [1] 0 feet - Interior Lot Lines
B.	Primary Dwelling	
C.	Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts
D.	Front Yard Area - Turf Coverage	0%
E.	Front Yard Setback Line	

Footnotes:

1. *Only applies to single-family developments with five or more lots.*

PARKING (see Figure 6)		TABLE 7
F.	Minimum On-site Parking Requirement [1] - Single Family Residential	2 unimpeded spaces per dwelling unit

Footnotes:

1. *For any use approved for this district other than Single Family Residential (Attached or Detached) the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*

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FIGURE 5 - PATIO COVER

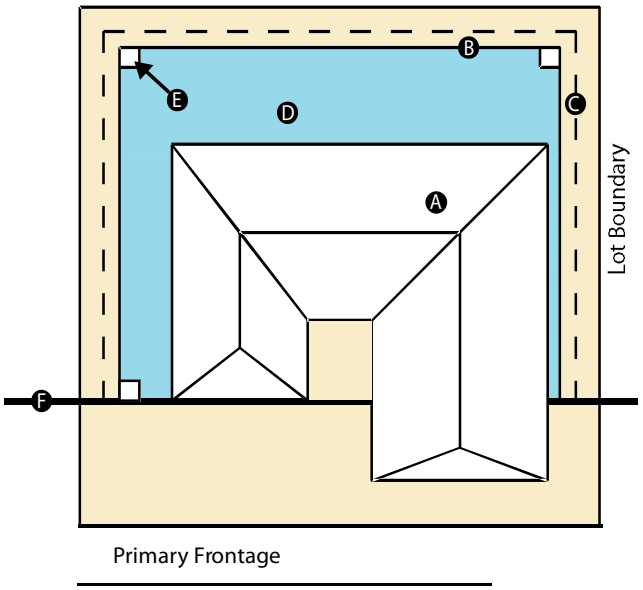

FIGURE 6 - LANDSCAPE BUFFER AND TURF LIMITATIONS / SINGLE-FAMILY (ATTACHED OR DETACHED) PARKING

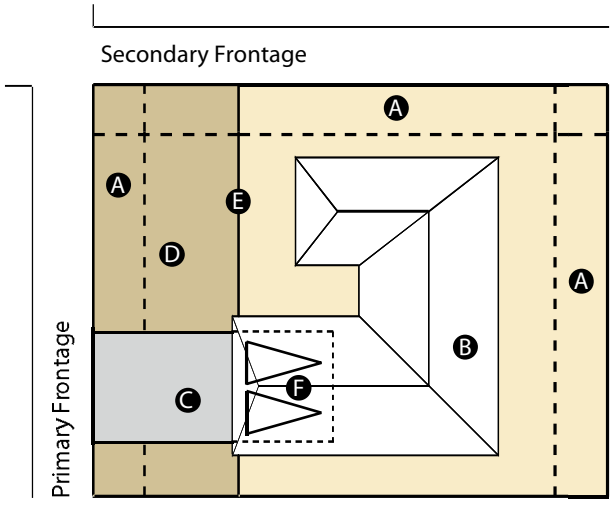

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FIGURE 7 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

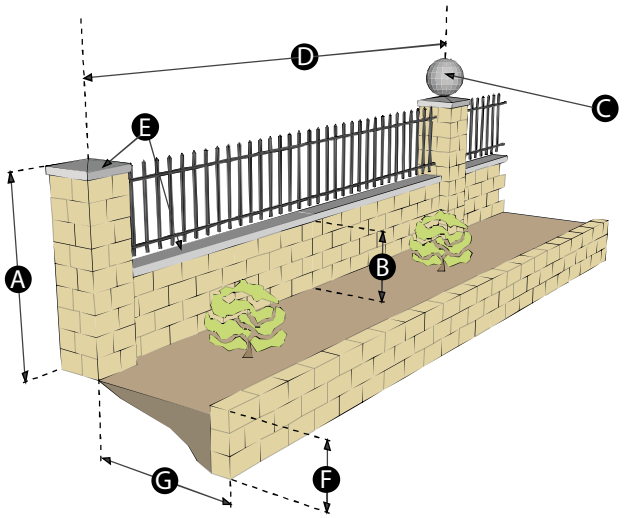
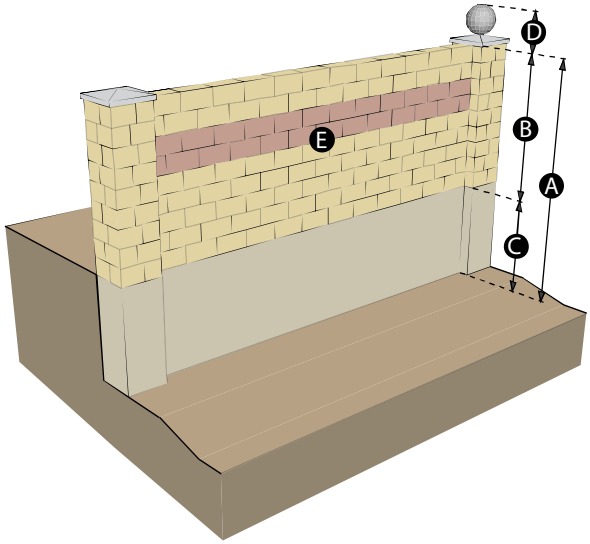


FIGURE 8 - RETAINING AND PERIMETER WALL



FENCES AND WALLS

Front Yard Wall/Fence (see Figure 7)	Table 8
A. Maximum primary wall height	5 feet
B. Maximum solid wall base height	2 feet
C. Maximum Pilaster height	18 inches
D. Maximum on-center distance between Pilasters	24 feet
E. Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]	
F. Maximum secondary wall height	2 feet
G. Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

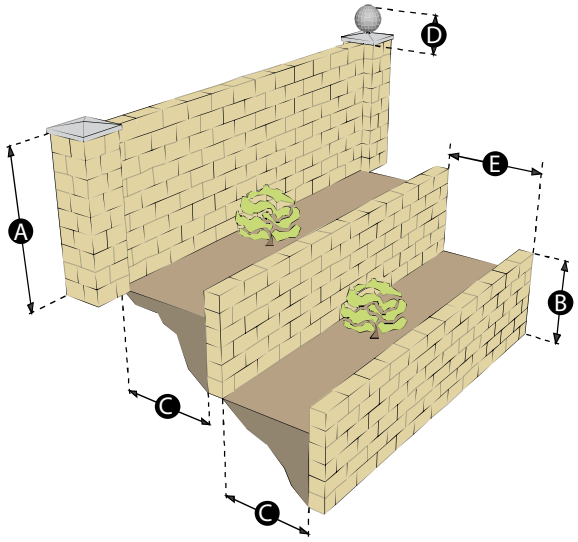
1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 7).*

Perimeter and Retaining Walls (see Figure 8)	Table 9
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet

D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%

Perimeter and Retaining Walls Standard Stepback (see Figure 9)		Table 10
A.	Maximum Primary wall Height	6 - 8 feet
B.	Maximum Secondary wall Height	4 feet
C.	Minimum spacing between wall sections - Inside Dimensions	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Minimum spacing between wall sections - Outside Dimensions	5 feet

FIGURE 9 - RETAINING AND PERIMETER WALL STANDARD STEPBACK

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R-TH SINGLE FAMILY - ATTACHED DISTRICT

The purpose of the R-TH district is to accommodate single-family attached residences with designs and densities that transition between multi-family and single-family uses. The R-TH district is consistent with the policies of the Medium Density Residential category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Size Minimum Lot Width	1,600 square feet 20 feet
B.	Max. Lot Coverage Dwelling Units per Lot	95% 1
C.	Minimum Front Yard Setback	10 feet [1]
D.	Minimum Side Yard Setback	n/a
E.	Minimum Corner Side Yard Setback	10 feet
F.	Minimum Rear Yard Setback	5 feet

Footnotes:

1. *A porch, if provided, may encroach a maximum of five feet into the required setback area.*

ACCESSORY STRUCTURES (see Figure 1)		TABLE 2
G.	Separation from Main Bldg.	6 feet
H.	Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all structures and dwellings, including accessory structures, shall not exceed the percentage of lot coverage permitted.*

BUILDING HEIGHT (see Figure 2)		TABLE 3
A.	Stories Max. Height	3 max. 45 feet [1]
B.	Accessory Bldg. Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

Footnotes:

1. *Height is measured to the top of the roof coping of a flat roof or to the midpoint between the eaves and ridgeline of a pitched roof.*

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R-TH 19.06.090

FIGURE 1 - BUILDING PLACEMENT/ACCESSORY STRUCTURES

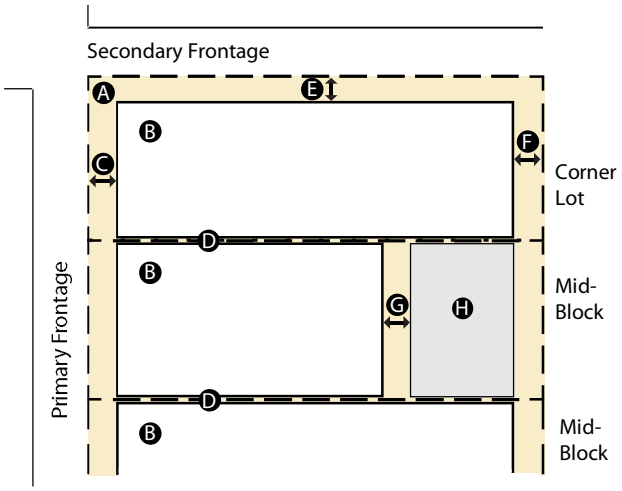

FIGURE 2 - BUILDING HEIGHT

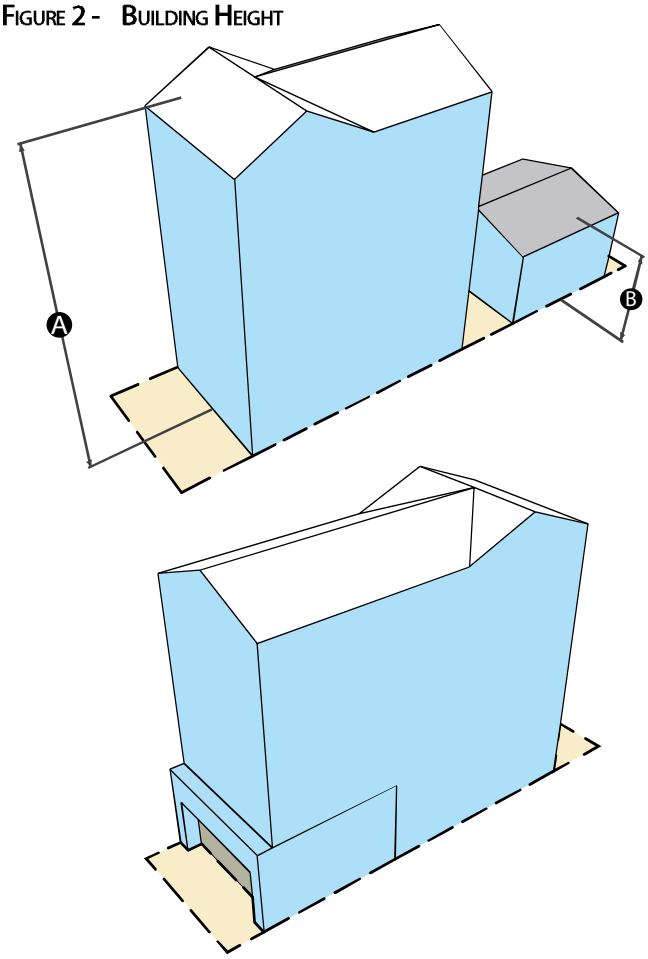

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FIGURE 3 - LANDSCAPE BUFFER AND TURF LIMITATIONS / SINGLE-FAMILY (ATTACHED) PARKING

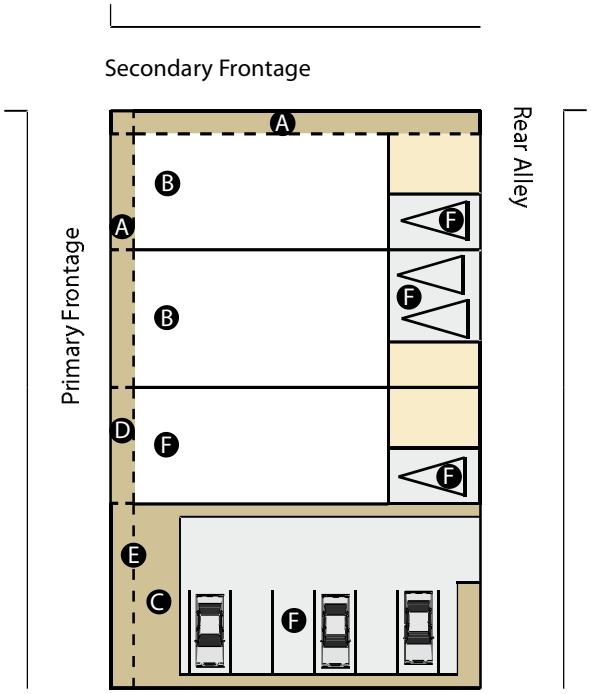
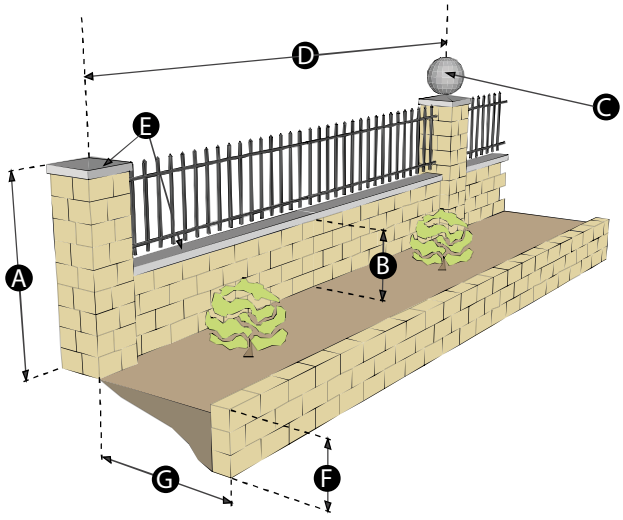


FIGURE 4 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 3)		TABLE 4
A.	Landscape Buffer - Minimum Zone Depths	6 feet - Adjacent to Right-of-Way [1] 0 feet - Interior Lot Lines
B.	Primary Dwelling	
C.	Parking Lot Screening	Screening from adjacent roadways shall be provided [2]
D.	Front Yard Area - Turf Coverage	0%
E.	Front Yard Setback Line	

Footnotes:

1. *Only applies to single-family developments with five or more lots.*
2. *Screening maybe accomplished by use of a low wall or berm with a maximum height of thirty inches, a solid living hedge with an approximate maximum height of thirty-six inches, or some other screening method that has been approved as part of a landscape plan and provides a continuous screen.*

PARKING (see Figure 3)		TABLE 5
F.	Minimum On-site Parking Requirement [1] - Single-Family Attached District	1 unimpeded space per dwelling unit plus 1 guest parking space per 6 units [2]

Footnotes:

1. *For any use approved for this district other than Single-Family Attached or Townhouse the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Guest parking shall be evenly spread throughout the development.*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 4)		Table 6
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Pilaster height	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches

Front Yard Wall/Fence with Standard Stepback [1]	
F. Maximum secondary wall height	2 feet
G. Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 4).*

Perimeter and Retaining Walls (see Figure 5)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%

FIGURE 5 - RETAINING AND PERIMETER WALL

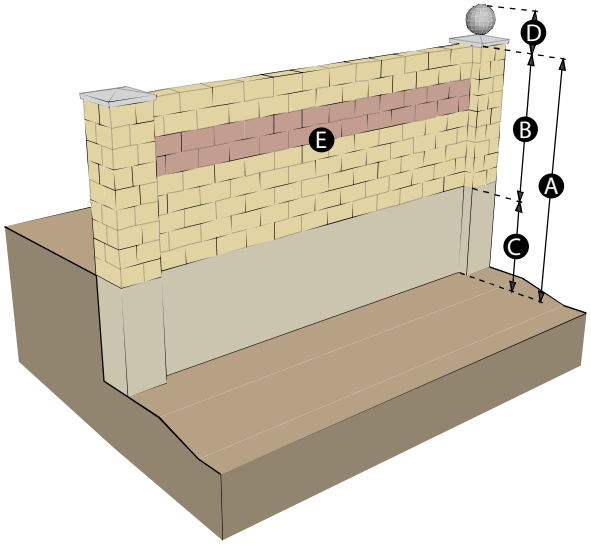


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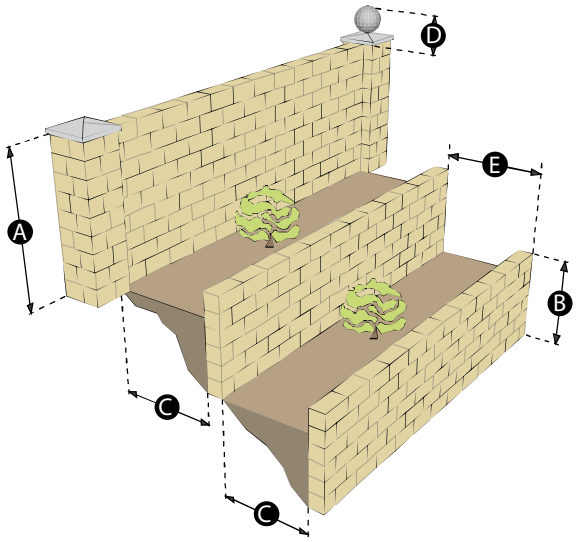
FIGURE 6 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 6)	Table 8
A. Maximum Primary wall Height	6 - 8 feet
B. Maximum Secondary wall Height	4 feet
C. Minimum spacing between wall sections - Inside Dimensions	4 feet
D. Maximum Pilaster Height	18 inches
E. Minimum spacing between wall sections - Outside Dimensions	5 feet

19.06.100

R-2 MEDIUM-LOW DENSITY RESIDENTIAL DISTRICT

The purpose of the R-2 District is to establish lots primarily for medium to low density single-family detached units and duplex units. The R-2 District is consistent with the policies of the Medium-Low Density and Medium-Low Attached Residential categories of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Size Minimum Lot Width	6,500 square feet NA
B.	Max. Lot Coverage Dwelling Units per Acre	NA 6-12
C.	Minimum Front Yard Setback	20 feet
D.	Minimum Side Yard Setback	5 feet
E.	Minimum Corner Side Yard Setback	5 feet
F.	Minimum Rear Yard Setback	20 feet
G.	Minimum Distance Between Buildings	10 feet

ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Separation from Main Bldg.	6 feet
B.	Minimum Corner Side Yard Setback	5 feet
C.	Minimum Rear Yard Setback	3 feet
D.	Minimum Side Yard Setback	3 feet
E.	Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.*

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R-2
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FIGURE 1 - BUILDING PLACEMENT

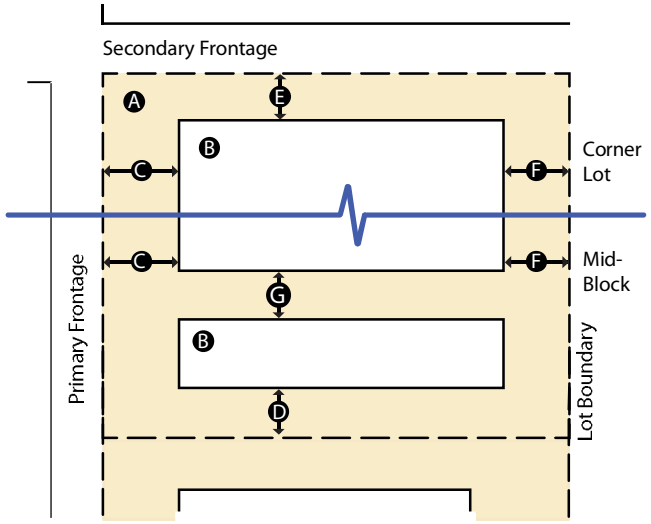

FIGURE 2 - ACCESSORY STRUCTURES

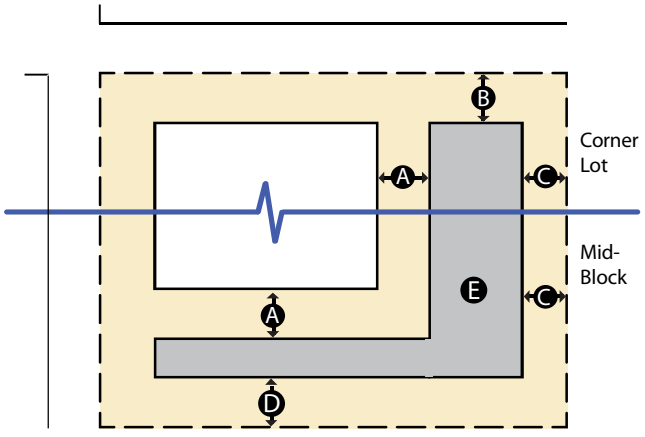

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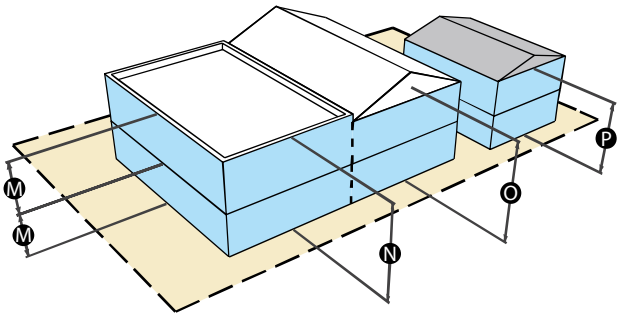
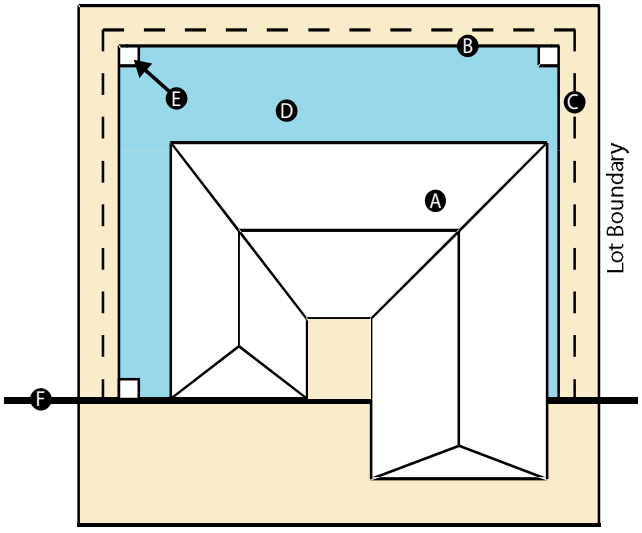
FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
M.	Stories	2 max
N.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
O.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
P.	Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

FIGURE 4 - PATIO COVER



PATIO COVER (see Figure 4)		TABLE 4
A.	Principal Dwelling Unit	
B.	Patio Cover Setback to Post	5 feet - Rear 5 feet - Side 5 feet - Corner Side
C.	Patio Cover Overhang	May come to within 3 feet of Rear and Side Property Lines
D.	Patio Cover	Buildable Envelope
E.	Patio Cover Support Columns	Must be located within the required Setbacks
F.	Front Yard Setback	Patio Cover may not extend into

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 5)		TABLE 5
A.	Landscape Buffer - Minimum Zone Depths	6 feet - Adjacent to Right-of-Way [1] 0 feet - Interior Lot Lines
B.	Primary Dwelling	

C.	Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts
D.	Front Yard Area - Turf Coverage	0%
E.	Front Yard Setback Line	

Footnotes:

1. *Only applies to single-family developments with five or more lots.*

PARKING (see Figure 5)		TABLE 6
F.	Minimum On-site Parking Requirement [1] - Single Family Residential	2 unimpeded spaces per dwelling unit

Footnotes:

1. *For any use approved for this district other than Single Family Residential (Attached or Detached) the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 6)		Table 7
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Pilaster height	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]		
F.	Maximum secondary wall height	2 feet
G.	Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).*

FIGURE 5 - LANDSCAPE BUFFER AND TURF LIMITATIONS / SINGLE-FAMILY (ATTACHED OR DETACHED) PARKING

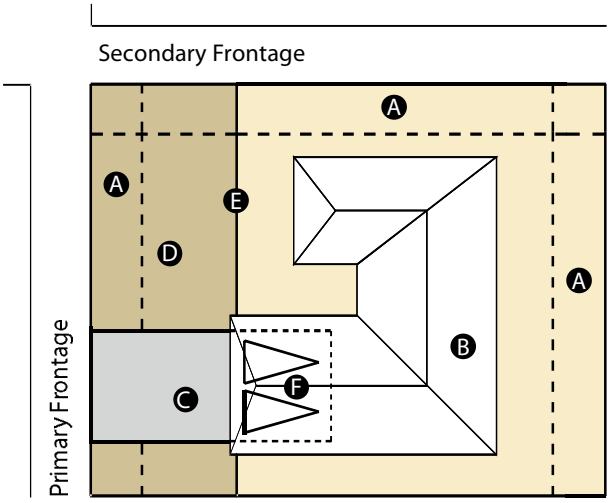
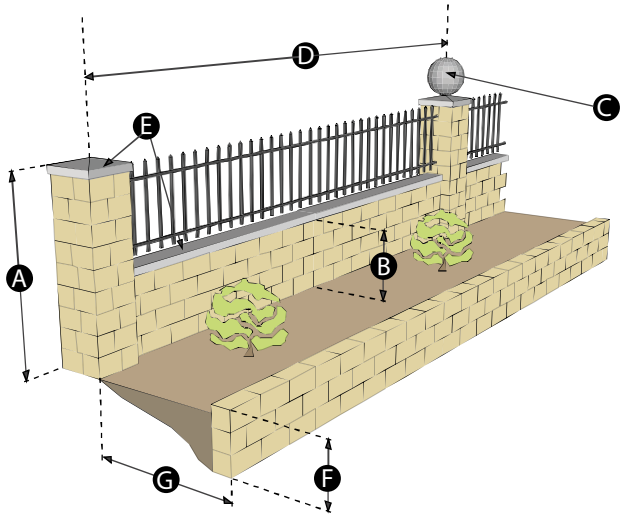


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



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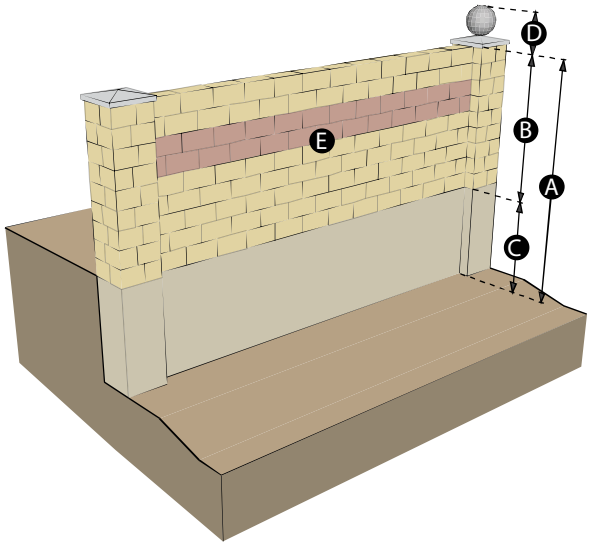
R-2

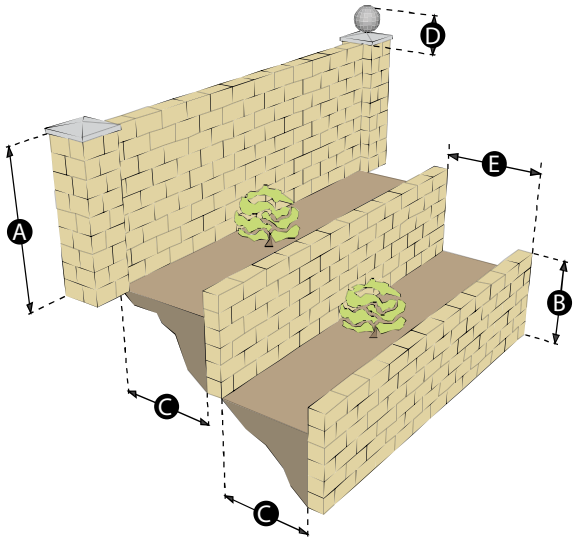
19.06.100

FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)		Table 8
Perimeter and Retaining Walls with Slope ≤ 2%		
A.	Maximum Overall Height	10 feet
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%		
A.	Maximum Overall Height	12 feet
B.	Maximum Perimeter Wall Height	6 - 8 feet
C.	Maximum Retaining Wall Height	6 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%

FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 8)		Table 9
A.	Maximum Primary wall Height	6 - 8 feet
B.	Maximum Secondary wall Height	4 feet
C.	Minimum spacing between wall sections - Inside Dimensions	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Minimum spacing between wall sections - Outside Dimensions	5 feet

19.06.110

R-3 MEDIUM DENSITY RESIDENTIAL

The purpose of the R-3 District is to provide for the development of a variety of multi-family units such as duplexes, townhouses and medium density apartments. The R-3 District is consistent with the policies of the Medium Density Residential and High Density Residential categories of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Size Minimum Lot Width	6,500 square feet NA
B.	Max. Lot Coverage Dwelling Units per Acre	NA 13-50
C.	Minimum Front Yard Setback	10 feet
D.	Minimum Side Yard Setback	5 feet
E.	Minimum Corner Side Yard Setback	5 feet
F.	Minimum Rear Yard Setback	20 feet
G.	Minimum Distance Between Buildings	10 feet

ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Separation from Main Bldg.	6 feet
B.	Minimum Corner Side Yard Setback	5 feet
C.	Minimum Rear Yard Setback	3 feet
D.	Minimum Side Yard Setback	3 feet
E.	Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.*

FIGURE 1 - BUILDING PLACEMENT

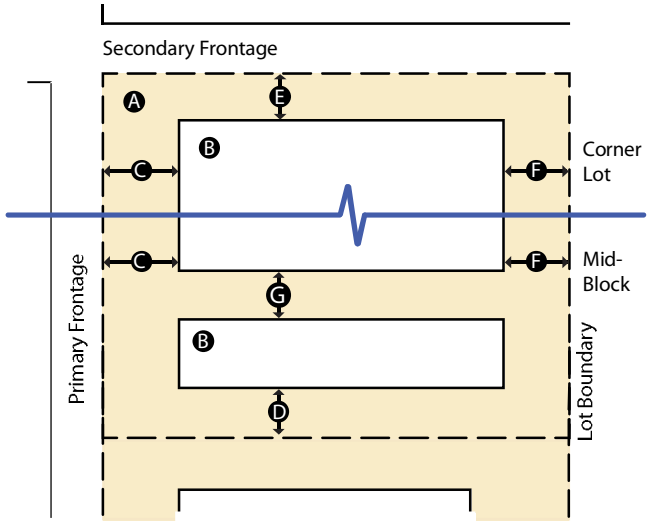
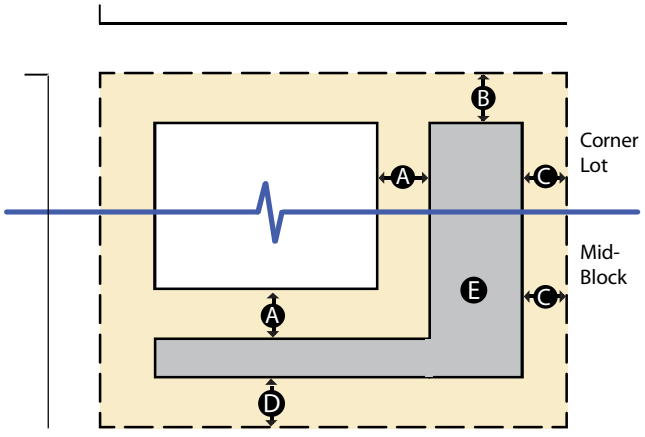


FIGURE 2 - ACCESSORY STRUCTURES



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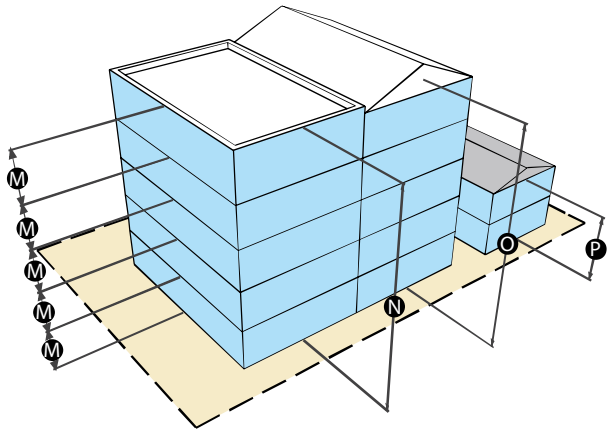
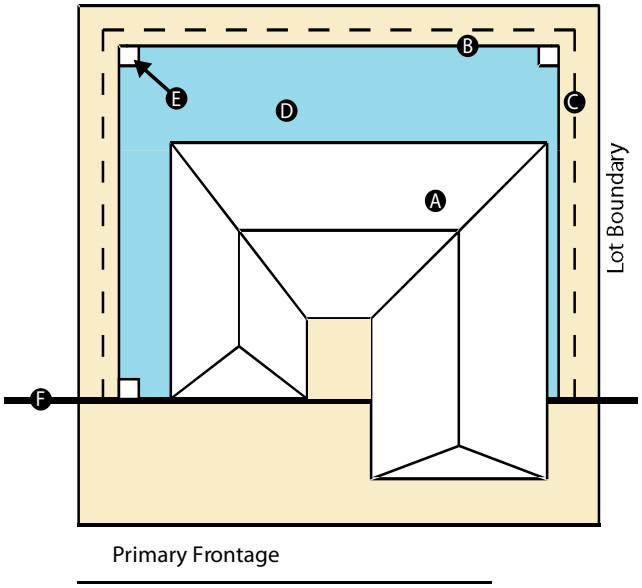
R-3
19.06.110

FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
M.	Stories	5 max
N.	Flat Roof - Max. Height	55 feet measured to the top of the roof coping
O.	Pitched Roof - Max. Height	55 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
P.	Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

FIGURE 4 - PATIO COVER



PATIO COVER (see Figure 4)		TABLE 4
A.	Principal Dwelling Unit	
B.	Patio Cover Setback to Post	5 feet - Rear 5 feet - Side 5 feet - Corner Side
C.	Patio Cover Overhang	May come to within 3 feet of Rear and Side Property Lines
D.	Patio Cover	Buildable Envelope
E.	Patio Cover Support Columns	Must be located within the required Setbacks
F.	Front Yard Setback	Patio Cover may not extend into

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 5)		TABLE 5
A.	Landscape Buffer - Minimum Zone Depths	10 feet - Adjacent to Right-of-Way [1] 6 feet - Interior Lot Lines [2]
B.	Primary Dwelling	
C.	Turf Coverage	30% of landscapable area
D.	Front Yard Setback Line	

Footnotes:

1. *When adjacent to or across the street from an existing single-family residential use or zoning district, the buffer shall be increased to 15 feet.*
2. *When building setbacks are less restrictive, the setbacks shall prevail.*

PARKING (see Figure 5)	TABLE 6
E. Minimum On-site Parking Requirement [1] - Multi-Family Residential [2]	1.25 spaces per studio or one bedroom unit 1.75 spaces per two bedroom unit 2.0 spaces per three or more bedroom unit plus one guest parking space per six units [3]

Footnotes:

1. *For any use approved for this district other than Multi-Family Residential the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Handicapped parking for multi-family residential uses shall be provided at the rate of one space for each dwelling unit that is designed for occupancy by the handicapped.*
3. *Guest parking shall be evenly spread throughout the development.*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 6)	Table 7
A. Maximum primary wall height	5 feet
B. Maximum solid wall base height	2 feet
C. Maximum Pilaster height	18 inches
D. Maximum on-center distance between Pilasters	24 feet
E. Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]	
F. Maximum secondary wall height	2 feet
G. Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).*

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R-3
19.06.110

FIGURE 5 - LANDSCAPE BUFFER AND TURF LIMITATIONS / MULTI-FAMILY PARKING

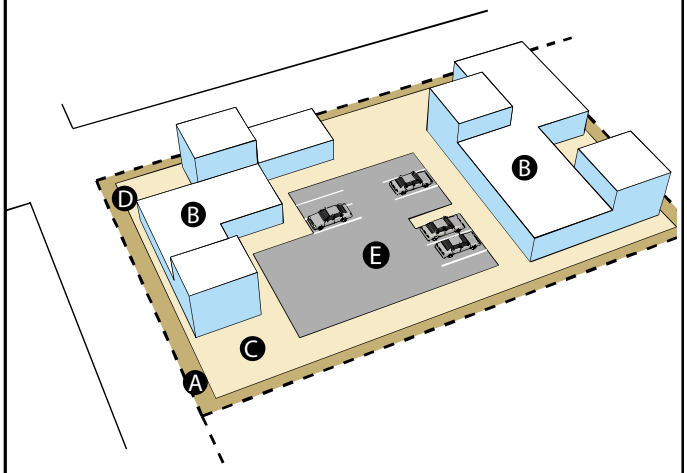
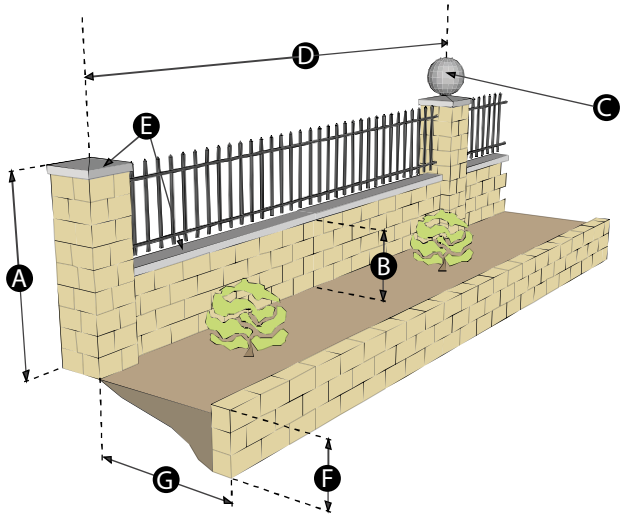


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



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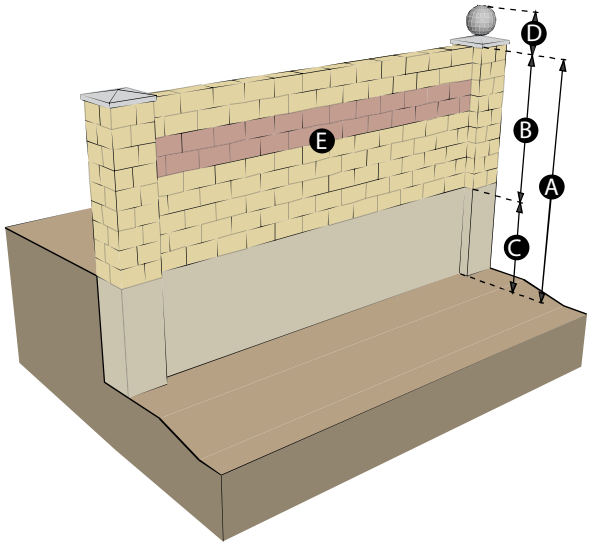
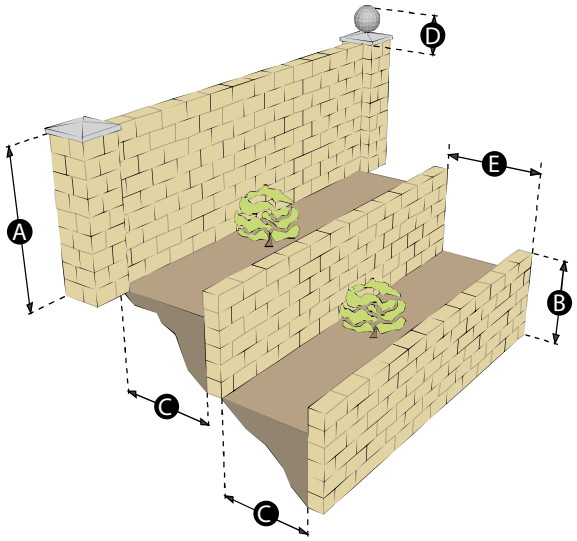
R-3
19.06.110

FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%

FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 8)	Table 9
A. Maximum Primary wall Height	6 - 8 feet
B. Maximum Secondary wall Height	4 feet
C. Minimum spacing between wall sections - Inside Dimensions	4 feet
D. Maximum Pilaster Height	18 inches
E. Minimum spacing between wall sections - Outside Dimensions	5 feet

19.06.120

R-4 HIGH DENSITY RESIDENTIAL DISTRICT

The R-4 District is intended to allow for the development of high density multi-family units within the downtown urban core and in other high intensity areas suitable for high density residential development. The R-4 District is consistent with the policies of the High Density Residential category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Size Minimum Lot Width	7,000 square feet NA
B.	Max. Lot Coverage Dwelling Units per Acre	NA Unlimited [1]
C.	Minimum Front Yard Setback	10 feet
D.	Minimum Side Yard Setback	5 feet
E.	Minimum Corner Side Yard Setback	5 feet
F.	Minimum Rear Yard Setback	20 feet [2]
G.	Minimum Distance Between Buildings	Unlimited

Footnotes:

1. *The maximum density is unlimited. However, the height limit on development imposes a de facto limitation on density in all areas except as provided for by LVMC 19.06.040 (I) .*

2. *Where the rear twenty feet of the lot has direct access to an alley and is used for the on-site parking, the rear yard setback area may be covered by a roof provided it is otherwise open on three sides.*

ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Separation from Main Bldg.	6 feet
B.	Minimum Corner Side Yard Setback	5 feet
C.	Minimum Rear Yard Setback	3 feet
D.	Minimum Side Yard Setback	3 feet
E.	Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.*

Illustrations & Graphics

R-4
19.06.120

FIGURE 1 - BUILDING PLACEMENT

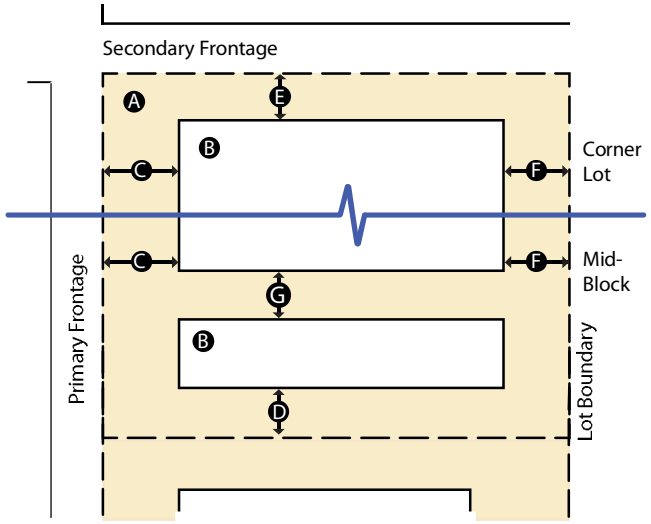
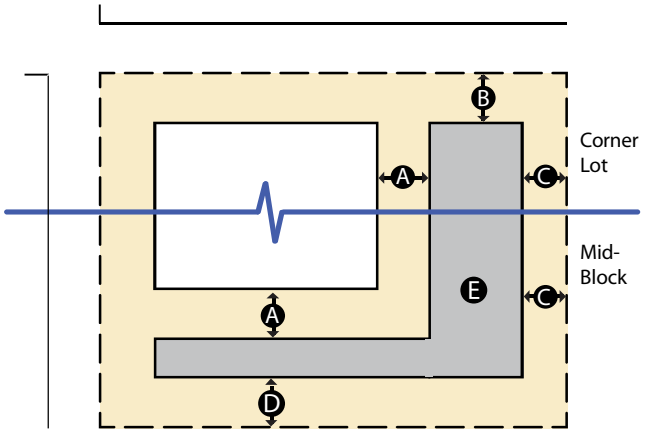


FIGURE 2 - ACCESSORY STRUCTURES



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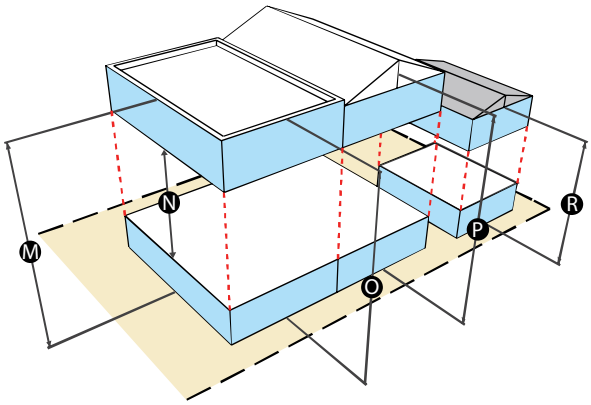
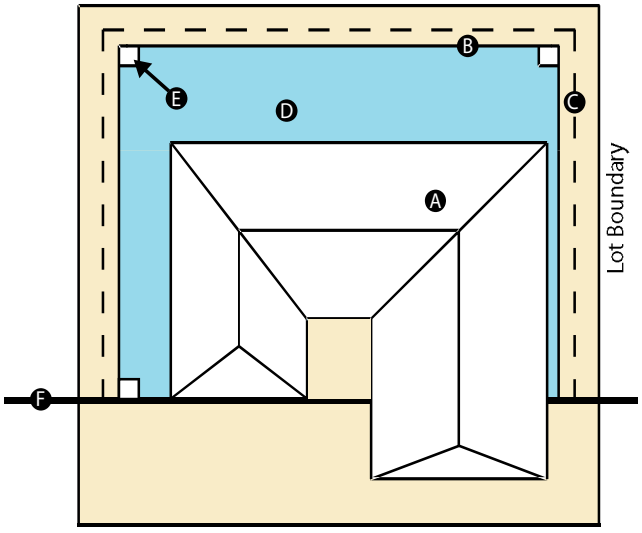
R-4
19.06.120

FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
M.	Stories	NA
N.	Flat Roof - Max. Height	55 feet measured to the top of the roof coping
O.	Pitched Roof - Max. Height	55 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
P.	Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

FIGURE 4 - PATIO COVER



PATIO COVER (see Figure 4)		TABLE 4
A.	Principal Dwelling Unit	
B.	Patio Cover Setback to Post	5 feet - Rear 5 feet - Side 5 feet - Corner Side
C.	Patio Cover Overhang	May come to within 3 feet of Rear and Side Property Lines
D.	Patio Cover	Buildable Envelope
E.	Patio Cover Support Columns	Must be located within the required Setbacks
F.	Front Yard Setback	Patio Cover may not extend into

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 5)		TABLE 5
A.	Landscape Buffer - Minimum Zone Depths	10 feet - Adjacent to Right-of-Way [1] 6 feet - Interior Lot Lines [2]
B.	Primary Dwelling	
C.	Turf Coverage	30% of landscapable area
D.	Front Yard Setback Line	

Footnotes:

1. *When adjacent to or across the street from an existing single-family residential use or zoning district, the buffer shall be increased to 15 feet.*
2. *When building setbacks are less restrictive, the setbacks shall prevail.*

PARKING (see Figure 5)	TABLE 6
E. Minimum On-site Parking Requirement [1] - Multi-Family Residential [2]	1.25 spaces per studio or one bedroom unit 1.75 spaces per two bedroom unit 2.0 spaces per three or more bedroom unit plus one guest parking space per six units [3]

Footnotes:

1. *For any use approved for this district other than Multi-Family Residential the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Handicapped parking for multi-family residential uses shall be provided at the rate of one space for each dwelling unit that is designed for occupancy by the handicapped.*
3. *Guest parking shall be evenly spread throughout the development.*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 6)	Table 7
A. Maximum primary wall height	5 feet
B. Maximum solid wall base height	2 feet
C. Maximum Pilaster height	18 inches
D. Maximum on-center distance between Pilasters	24 feet
E. Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]	
F. Maximum secondary wall height	2 feet
G. Minimum spacing between wall sections - Outside Dimensions	5 feet

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R-4
19.06.120

FIGURE 5 - LANDSCAPE BUFFER AND TURF LIMITATIONS / MULTI-FAMILY PARKING

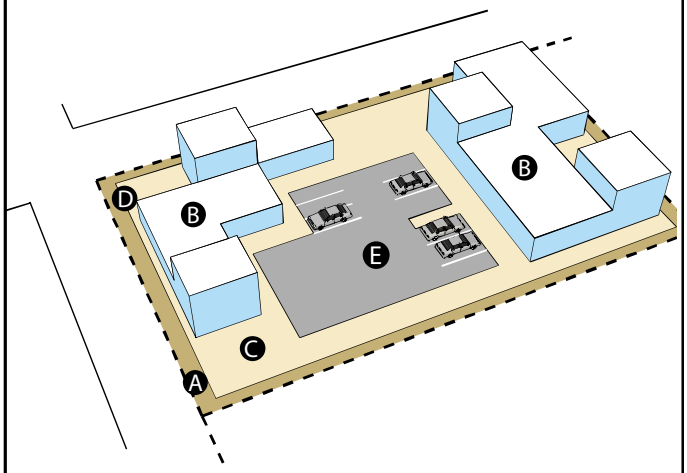
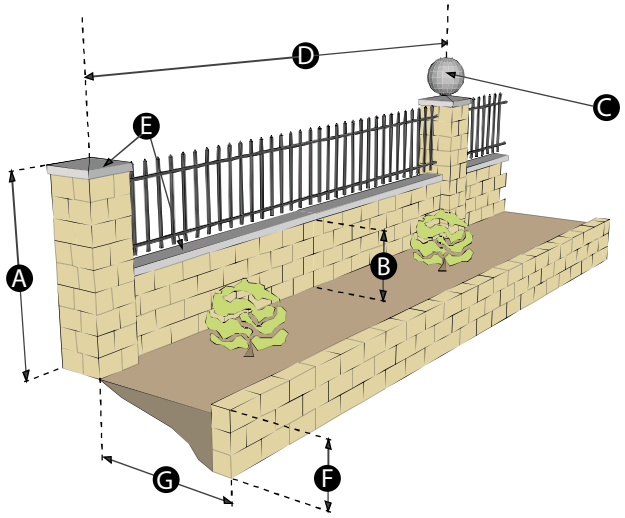


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



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R-4
19.06.120

FIGURE 7 - RETAINING AND PERIMETER WALL

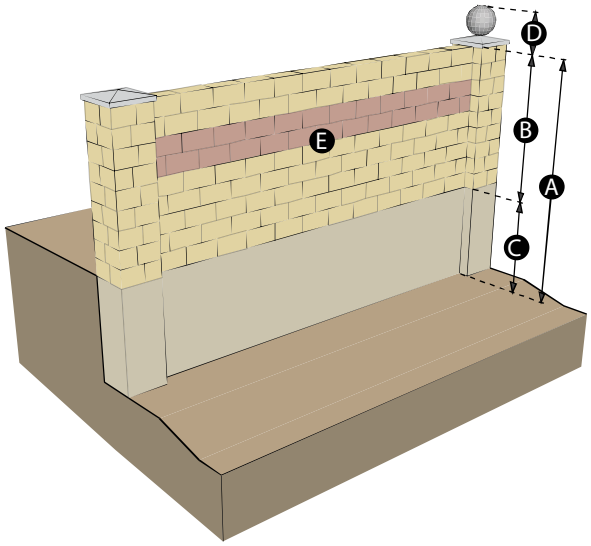
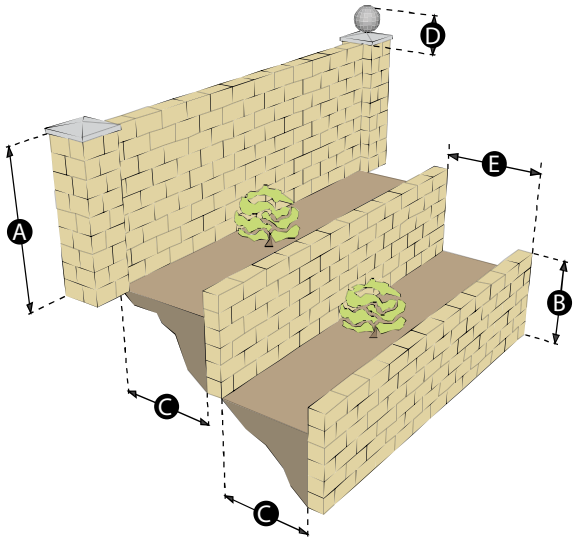


FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).*

Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%

Perimeter and Retaining Walls Standard Stepback (see Figure 8)	Table 9
A. Maximum Primary wall Height	6 - 8 feet
B. Maximum Secondary wall Height	4 feet
C. Minimum spacing between wall sections - Inside Dimensions	4 feet
D. Maximum Pilaster Height	18 inches
E. Minimum spacing between wall sections - Outside Dimensions	5 feet

19.06.130

R-MH MOBILE/MANUFACTURED HOME RESIDENCE DISTRICT

The purpose of the R-MH District is to establish subdivision lots primarily for mobile or manufactured homes. The R-MH District is consistent with the policies of the Low Density Residential category of the General Plan

BUILDING PLACEMENT [1] (see Figure 1)	TABLE 1
A. Minimum Lot Size Minimum Lot Width	6,500 square feet [2] 65 feet [2,3]
B. Max. Lot Coverage Dwelling Units per Lot	50% 1
C. Minimum Front Yard Setback	15 feet [4]
D. Minimum Side Yard Setback	5 feet
E. Minimum Corner Side Yard Setback	10 feet [4]
F. Minimum Rear Yard Setback	10 feet [4]

Footnotes:

1. *The wheels on a mobile home may be removed and the mobile home may be permanently attached to a footing and foundation in accordance with all requirements of the Department. In a Mobile Home Park, the wheels on a mobile home may be removed and the mobile home may be temporarily attached to a footing and foundation with written agreement from the park owner/manager and in accordance with the requirements of the Department.*

2. *Sites within a Mobile Home Park may have a minimum lot area of 4,000 square feet and minimum lot width of 45 feet.*

3. *Notwithstanding the minimum lot width in this Table, lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be reduced to a minimum of 30 feet in width at the front property line, provided the average lot width meets the required lot width.*

4. *Sites within a Mobile Home Park may have a minimum front, corner side and rear yard setback of 5 feet.*

ACCESSORY STRUCTURES [1] (see Figure 2)	TABLE 2
G. Separation from Main Bldg.	6 feet
H. Minimum Corner Side Yard Setback	10 feet
J. Minimum Rear Yard Setback	3 feet
K. Minimum Side Yard Setback	3 feet
L. Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [2,3]

Illustrations & Graphics

R-MH
19.06.130

FIGURE 1 - BUILDING PLACEMENT

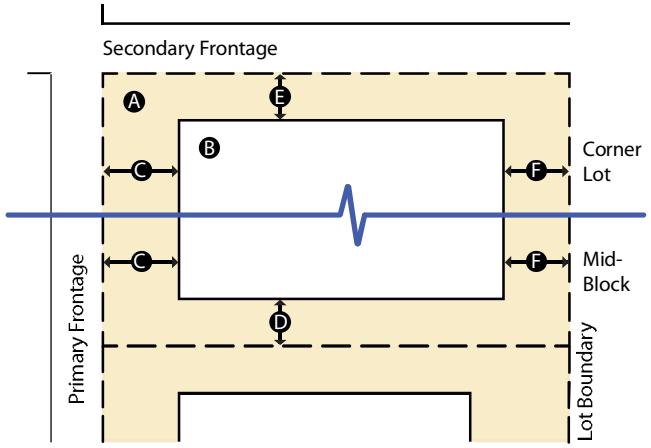
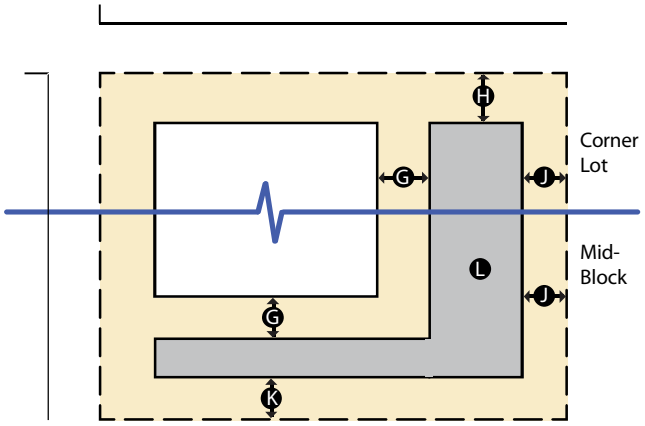


FIGURE 2 - ACCESSORY STRUCTURES



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R-MH
19.06.130

FIGURE 3 - BUILDING HEIGHT

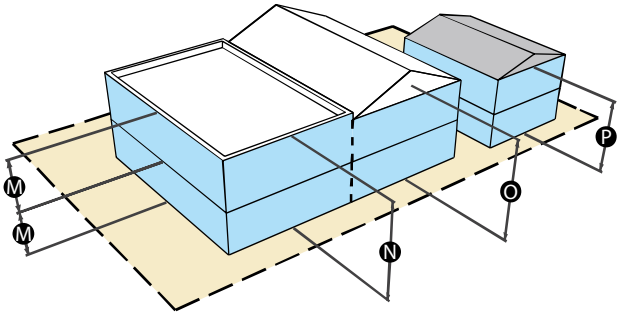
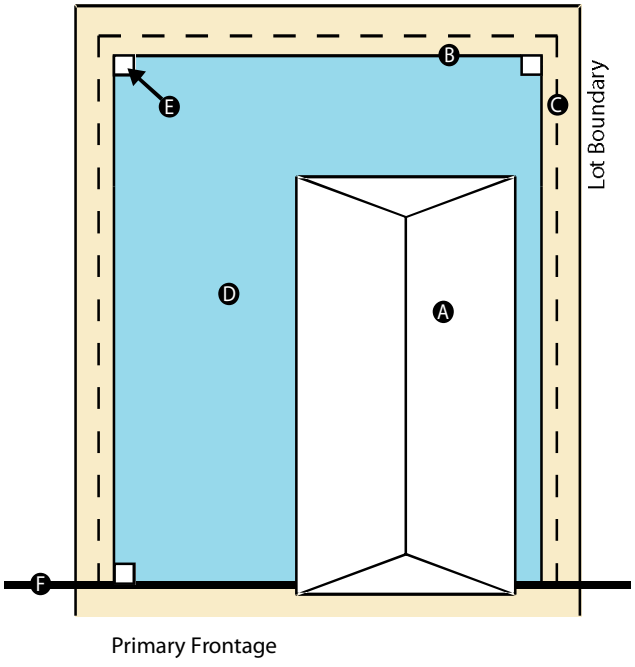


FIGURE 4 - PATIO COVER



Footnotes:

1. *Any building attached to a mobile home and used for living purposes shall have interior access and shall contain no kitchen facilities. No living quarters of any kind will be permitted in any accessory building and no residential use of the property shall be permitted unless the lot contains a mobile home.*
2. *The aggregate total of the ground floor areas of all accessory buildings shall not cover more than 50 percent of the rear yard area.*
3. *The aggregate total of the ground floor areas of all structures and dwellings, including accessory structures, shall not exceed the percentage of lot coverage permitted.*

BUILDING HEIGHT (see Figure 3)		TABLE 3
M.	Stories	2 max
N.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
O.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
P.	Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less

PATIO COVER (see Figure 4)		TABLE 4
A.	Principal Dwelling Unit	
B.	Patio Cover Setback to Post	5 feet - Rear 5 feet - Side 10 feet - Corner Side
C.	Patio Cover Overhang	May come to within 3 feet of Rear and Side Property Lines
D.	Patio Cover	Buildable Envelope
E.	Patio Cover Support Columns	Must be located within the required Setbacks
F.	Front Yard Setback	Patio Cover may not extend into

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 5)		TABLE 5
A.	Landscape Buffer - Minimum Zone Depths	6 feet - Adjacent to Right-of-Way [1] 0 feet - Interior Lot Lines
B.	Primary Dwelling	

C. Front Yard Area - Turf Coverage	0%
D. Front Yard Setback Line	

Footnotes:

1. *Only applies to single-family developments with five or more lots.*

PARKING (see Figure 5)	TABLE 6
E. Minimum On-site Parking Requirement [1] - Manufactured Home or Mobile Home	2 unimpeded spaces per dwelling unit [2]

Footnotes:

1. *For any use approved for this district other than Manufactured Home or Mobile Home, the On-site Parking Requirements shall be as outlined in LVMC 19.12.160 for that use and shall meet, if applicable, the parking area design standards as outlined in LVMC 19.08.110.*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 6)	Table 7
A. Maximum primary wall height	5 feet
B. Maximum solid wall base height	2 feet
C. Maximum Pilaster height	18 inches
D. Maximum on-center distance between Pilasters	24 feet
E. Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]	
F. Maximum secondary wall height	2 feet
G. Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).*

FIGURE 5 - LANDSCAPE BUFFER AND TURF LIMITATIONS / MANUFACTURED HOME/MOBILE HOME PARKING

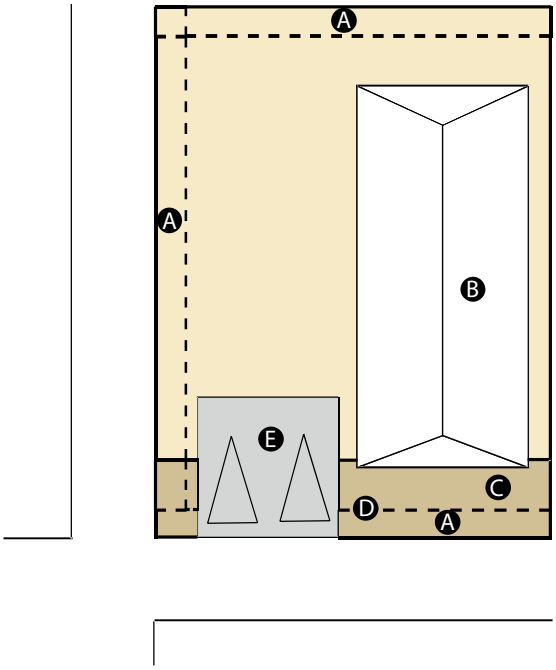
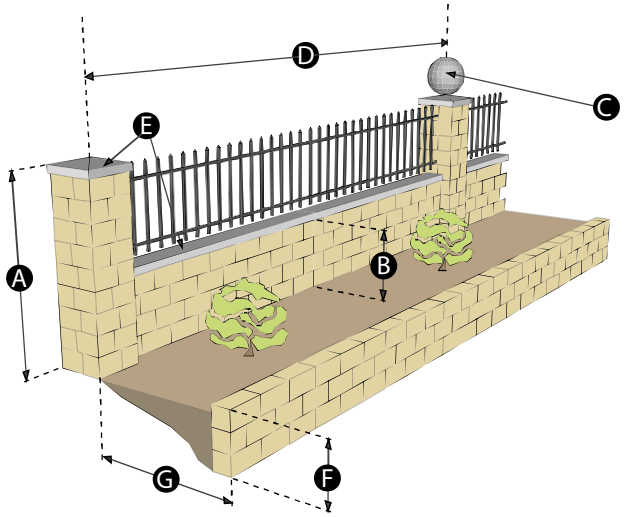


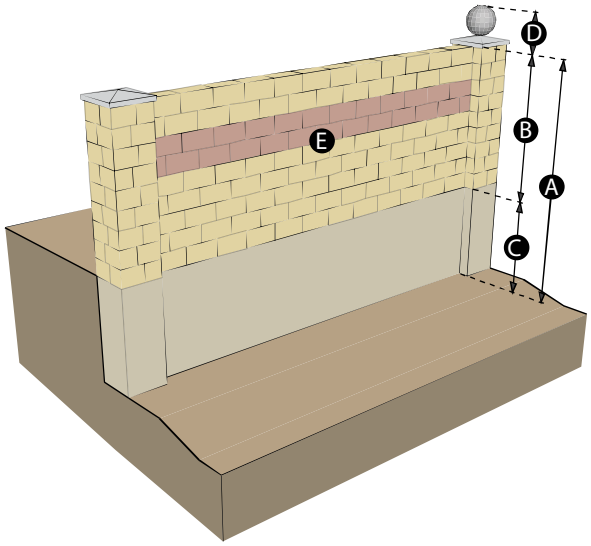
FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



Illustrations & Graphics

R-MH
19.06.130

FIGURE 7 - RETAINING AND PERIMETER WALL

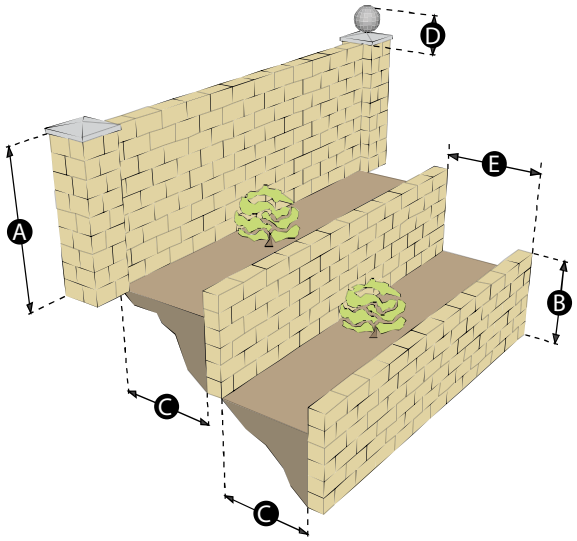


Perimeter and Retaining Walls [1] (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%

Footnotes:

1. *A Mobile Home Park shall have a decorative masonry perimeter wall six feet in height. Any wall abutting a public street shall be set back a minimum of five feet and landscaping shall be installed and permanently maintained between the wall and the public streets.*

FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 8)	Table 9
A. Maximum Primary wall Height	6 - 8 feet
B. Maximum Secondary wall Height	4 feet
C. Minimum spacing between wall sections - Inside Dimensions	4 feet
D. Maximum Pilaster Height	18 inches
E. Minimum spacing between wall sections - Outside Dimensions	5 feet

19.06.140

RESIDENTIAL SIGN STANDARDS

A. Conformance and Purpose

1. Conformance Required

A sign shall be erected, placed, established, relocated, painted, created, or maintained within a residential district in the City only in conformance with the standards, procedures, exemptions and other requirements of this Section.

2. Purpose

The goal of this Section is to achieve a balance among: the use of signs for business advertising; the public's need for signs as aids to way-finding; traffic safety; community appearance, particularly along its major corridors; and the maintenance of the residential character of the City's neighborhoods. In furtherance of that goal, this Section has the following specific purposes:

a. To improve the quality, visibility, conspicuity and appearance of signs, and the appearance of properties, thoroughfares and neighborhoods within the City in accordance with the Las Vegas 2020 Master Plan;

b. To establish a set of design criteria to allow a limited variety of signs in residential districts, subject to the standards of this Subchapter and the certification procedures of this Title;

c. To allow without permit or certification certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this Section;

d. To provide for temporary signs without commercial messages in limited circumstances;

e. To prohibit all signs within residential districts not expressly permitted by this Section; and

B. General Requirements

1. General

On-premise signs may be allowed on residential property in the City in accordance with this Section.

2. Compliance with City Codes

In addition to the requirements of this Section, all signs shall comply with applicable provisions of the technical codes of the City of Las Vegas. All signs shall be attached in compliance with the City Building Code. Signs allowed under this Section, either with or without a sign certificate, shall be erected or placed in accordance with applicable height, size and setback requirements and shall conform to applicable lighting standards and other standards, restrictions and conditions set forth in this Title.

3. Certificate Required

Prior to the construction, placement, erection or modification of any on-premise sign requiring a certificate under the provisions of this Section, the owner(s) of the lot or the owner's authorized agent shall secure a sign certificate in accordance with the requirements of LVMC 19.16.200. No person shall install a sign that requires a certificate unless the appropriate certificate has been obtained, nor shall any person permit or cause such a sign to be installed without a certificate.

4. General Standards

a. Conformance with Sign Standards. No sign shall be allowed within a residential district unless the size, characteristics and location of the sign conform to the requirements of this Section, and the number of signs on the lot does not exceed the limitations imposed by this Section.

b. Signs in public right-of-way. Except as otherwise provided in LVMC 19.04.160, no sign shall be erected in the public right-of-way.

c. Required mounting. Except as otherwise provided in this Section, all on-premise signs shall be permanently mounted to a building or freestanding permanently secured support structure. Portable on-premise signs shall only be permitted under LVMC 19.06.140(G). No sign shall be painted onto a wood or masonry perimeter fence.

d. Sound. No sign shall emit any sound as part of the advertising message.

e. Odors. No sign shall emit any odor as part of the advertising message.

f. Street addresses. On-premise freestanding or monument signs identifying a building or complex of structures, located along the street frontage to which the street address applies,

shall display the address of the building or the range of addresses within the complex. Any other on-premise sign may incorporate a street address. The area of the street address text shall not be computed as part of the sign face. All street addresses displayed shall be in conformance with the most recently adopted version of the "City of Las Vegas Street Naming and Address Assignment Regulations".

g. Issuance of Certificate. No sign certificate shall be issued for an existing or proposed sign in a residential district unless the sign is consistent with the requirements of this Title (including those protecting existing signs) and is consistent with any Master Sign Plan in effect for the property.

5. Construction Materials and Attachment

a. All signs, other than temporary signs conforming in all respects with the requirements of LVMC 19.06.140(G), shall be constructed of durable materials.

b. All signs shall be permanently attached to the ground, a building or other structure by direct attachment to a rigid wall, frame or structure, except as allowed for certain temporary signs in accordance with LVMC 19.06.140(G).

6. Licensed Contractor Required

All signs that require a construction permit under applicable codes shall be installed by a qualified contractor licensed by the City of Las Vegas and the State of Nevada.

7. Maintenance

a. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Section at all times.

b. All materials used in sign construction shall be maintained in such a manner as to be free from fading, peeling, chipping and other states of general deterioration.

8. Revocation

A sign certificate is revocable if the sign is abandoned or allowed to become unsafe or dangerous, or is otherwise condemned. The owner(s) shall maintain the sign in safe condition at all times and shall remove the sign if abandoned.

9. Determination of Visibility or Legibility

Where a determination of "visibility" or "legibility" is required, the standard shall be based on the minimum required eyesight of an adult eligible to receive a Nevada driver's license (wearing any corrective lenses required by such license). Where the height of the person is material to the determination, the person shall be presumed to be more than five feet and less than six feet tall.

10. Sign Certificate Application

Where a sign certificate is required, an application shall be submitted in accordance with LVMC 19.16.200.

C. Residential Protection Standards

1. Illuminated Signs

Any illuminated sign requiring a sign certificate and located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use shall be subject to the following additional lighting standards:

a. If the sign is located within 40 feet of the property planned or zoned for residential use and is or will be visible from such property, it may be internally illuminated or lighted with direct white light;

b. If the sign is located more than 40 feet from the property planned or zoned for residential use but within 200 feet of such property and the sign is or will be visible from such property, it may be interior-lit or lighted with direct white light, but it shall not contain bare bulbs, exposed neon tube, animation or a electronic message unit; and

c. Direct lighting fixtures for such signs shall be aimed up and/or away from the property planned or zoned for residential use.

2. Electronic Message Unit, Animated and Flashing Signs

Electronic message units, animated signs and flashing signs are prohibited within 200 feet of property planned or zoned for residential use unless the design of the sign or its location and orientation ensure that the electronic message

unit, animated or flashing portion of the sign, or any other light from the sign will not be visible from the property planned or zoned for residential use.

D. Certain Illegal and Abandoned Signs

1. Action Required

a. Abandoned sign faces or sign copy shall be removed from public view by covering the sign face, replacing the sign face with a blank sign face, or replacing the sign copy with sign copy that relates to an on-going business, product, service, idea or commercial activity on-site.

b. Abandoned sign structures and illegal signs shall be removed by the owner(s) of the property, the owner's agent, or the person having the beneficial use of the building, structure or land where such sign is located within 10 days, in the case of illegal signs, and 30 days, in the case of abandoned sign structures, after written notification from the City.

c. Failure to comply with a notice from the City demanding the removal of an abandoned sign or an illegal sign within the time period specified in the notice shall be considered a violation of this Subchapter. See also LVMC 19.16.200(E) .

E. Exempt and Prohibited Signs

1. Substitution of Non-Commercial Messages

Any sign authorized in this Section may contain non-commercial copy in lieu of any other copy.

2. Exempt Signs

The following signs shall be exempt from regulation under this Section:

a. Any public safety sign, notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;

b. Non-commercial messages unless otherwise regulated by this Section;

c. Any sign inside a building that is not legible from a distance of more than three feet beyond the nearest boundary line of the premises on which the sign is located;

d. Works of art or decorative architectural graphics that do not include a commercial message and are not symbolic of any commercial business and are not symbolic of commercial activities taking place on the premises on which the graphic is located;

e. Official notices of any court, public body or officer, or any other sign required by law;

f. Notices posted by a utility or other quasi-public agent in the performance of a public duty or by any person giving due legal notice; or

g. Signs not visible from the public right-of-way.

3. Prohibited Signs

The following signs are prohibited:

a. All signs not expressly permitted or exempted under this Section;

b. Any on-premise sign that is associated with a use that no longer occupies the premises on which it is located;

c. Pole signs placed or erected after August 1, 2002 that do not meet the freestanding sign design standards contained in this Section;

d. A private sign of any kind located on or over any public street, walkway, parking or other public property except as otherwise provided for in this Section;

e. Displays that employ white, red or blue rotating lights or any lights that simulate emergency vehicle lights;

f. Except as lawfully permitted as a temporary special event or civic event sign, beacons, pennants, inflatable signs, tethered balloons, portable signs and similar attention gaining devices;

g. Signs placed on parked vehicles or trailers, or parked commercial vehicles where the vehicle or trailer is not used by the business advertised for the transportation of persons or goods in the ordinary course of business;

h. Permanent balloon signs; and

i. Outdoor, portable electric signs, except as permitted under the provisions for temporary signs.

Illustrations & Graphics 19.06.140(F)

FIGURE 1 - DECORATIONS

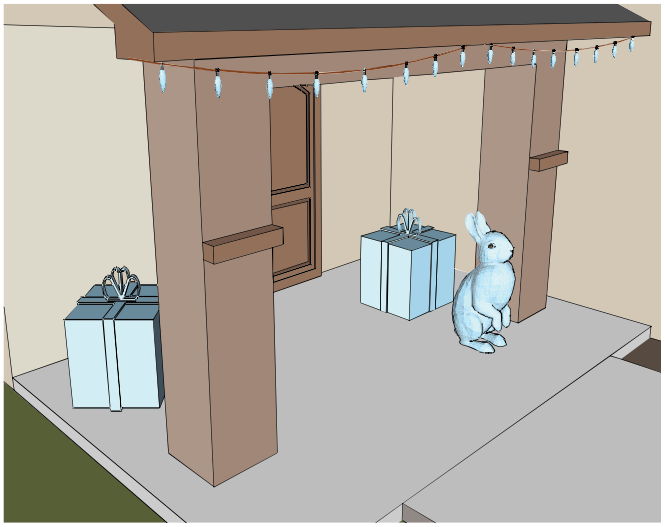
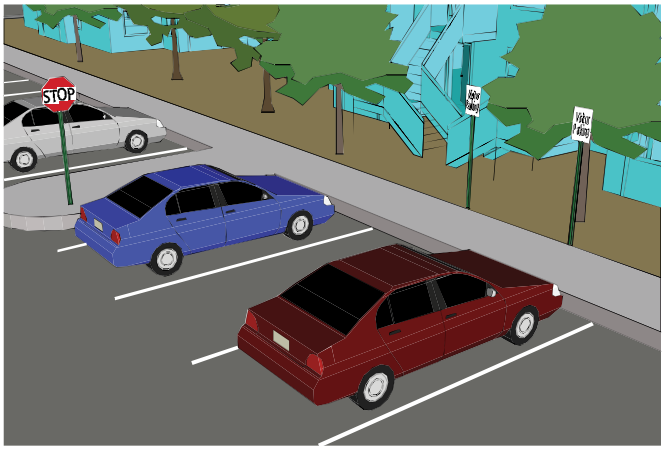


FIGURE 2 - TRAFFIC CONTROL SIGNS ON PRIVATE PROPERTY



F. Signs Permitted in Residential Districts

The following signs and similar devices are permitted in residential districts as indicated, subject to the specified conditions:

1. Decorations (see Figure 1)

Signs in the nature of decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday are permitted without a sign certificate within all residential districts; provided that such signs are not displayed for a period of not more than sixty (60) consecutive days nor more than sixty (60) days in any one (1) calendar year. Such signs are not restricted as to type, number, area, height, location, illumination, or animation.

2. Traffic Control Signs on Private Property (see Figure 2)

Any traffic control sign on private property, such as "Stop," "Yield" and similar signs, the face of which meets Department of Public Works standards and which contains no commercial message of any sort is permitted without a sign certificate within all residential districts.

3. Official Flags of Governments and Governmental Agencies (see Figure 3)

Flags of the United States, state flags, municipal flags, flags of foreign nations and any other flag representing a government or governmental agency are permitted without a sign certificate within all residential districts, provided that:

a. The flag is not flown from a pole the top of which is more than 40 feet in height (see "A" in Figure 2) ;

b. No more than one flag for any one governmental unit or nation is permitted on each parcel of land; and

c. No more than four flags are permitted on the same parcel of land.

4. Official Flags of Private Entities (see Figure 3)

Official flags of private corporations or other private entities are permitted at the location of the main headquarters, corporate offices or branch office of the subject entity provided that:

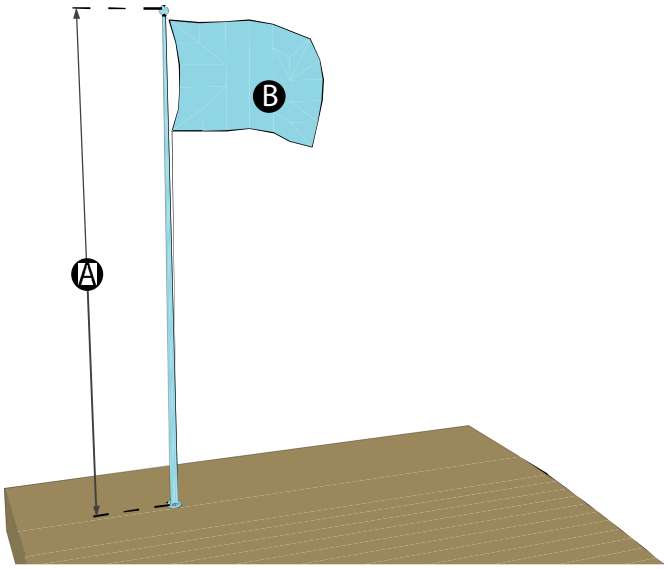
a. The flags do not exceed 60 square feet in area (see "B" in Figure 3);

b. The flags are not flown from a pole the top of which is more than 40 feet in height; and

c. No more than one flag is permitted on each parcel of land.

Illustrations & Graphics 19.06.140(F)

FIGURE 3 - OFFICIAL FLAGS



Illustrations & Graphics

Garage or Yard Sale Signs
19.06.140(F)(5)

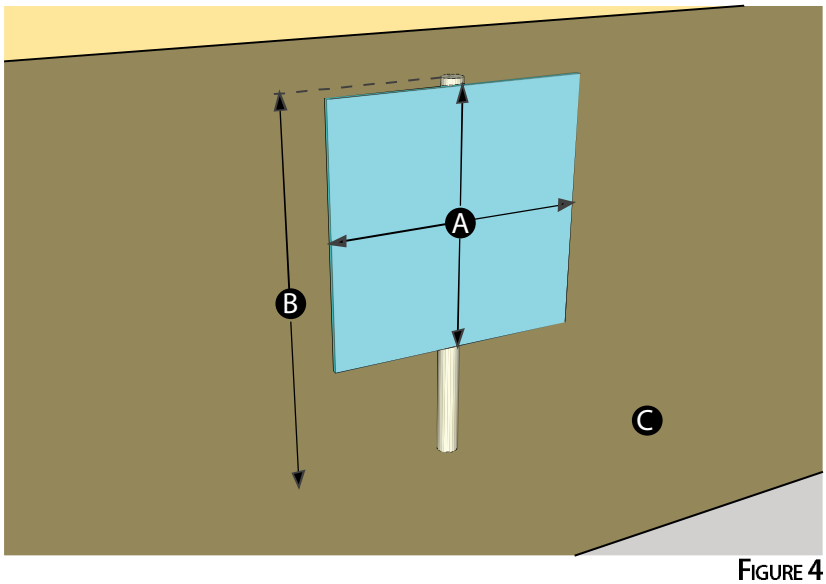


FIGURE 4

Table 1. Garage or Yard Sale Sign Standards in Residential Districts (see Figure 4)

Standard	U, R-E, R-1, R-CL , R-TH, R-2 R-3, R-4 and R-MH
Maximum Number	1 sign per event
Maximum Area (see Ⓐ in Figure 4)	16 square feet
Maximum Height (see Ⓑ in Figure 4)	6 feet
Location (see Ⓒ in Figure 4)	No such sign shall be placed on private property without the permission of the property owner(s), and no such sign shall be placed on any public land, including rights-of-way, traffic medians, public sidewalks, public trails, bicycle paths on City property, in City rights-of-way, or on fixed structures such as light poles or traffic signals
Additional Standards	1. No such sign may be used more than 24 hours prior to the start of the garage or yard sale event. 2. The property owner(s) shall be responsible for removal of the signs at the end of the garage or yard sale event.
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

Incidental Signs (Attached and Freestanding)
19.06.140(F)(6)

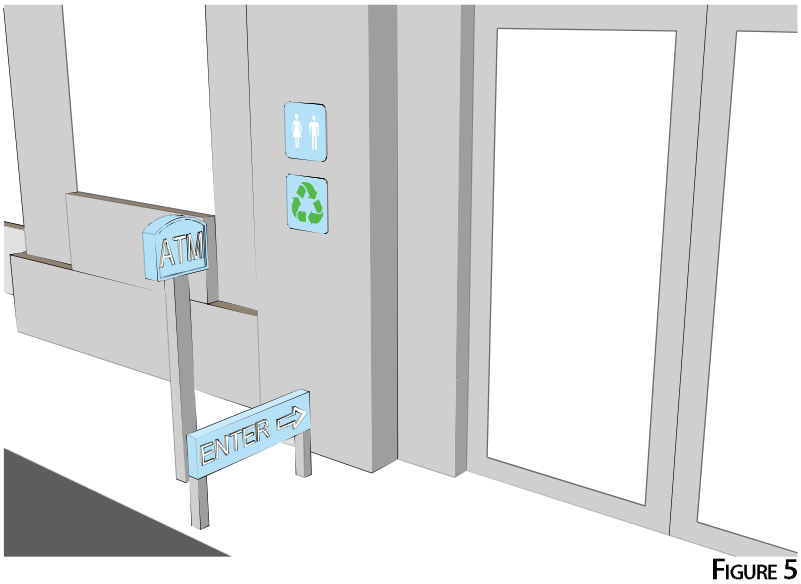


FIGURE 5

Table 2. Incidental Sign Standards (Attached or Freestanding) in Residential Districts (see Figure 5)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
Non-directional Signs	Typical incidental signs include, but are not limited to, "restroom," "telephone," "no parking," "entrance," "exit," and generic directions such as "office," "ATM," or "stores."
Maximum Number	No specific limit
Maximum Area	1. 4 square feet if set back less than 30 feet from the public right-of-way 2. 9 square feet if set back 30 or more feet from the public right-of-way
Maximum Height	5 feet
Minimum Setback	5 feet from all property lines
Additional Standards	Non-directional signs shall not carry any commercial message whatsoever
Illumination Permitted	No
Certificate Required	No
Directional Signs	Signs specifically designed to give parking or traffic directions and other directional information commonly associated with and related to the permitted use
Maximum Number	2 per driveway or vehicular access except that any such sign not legible from the public right-of-way shall not be counted in this limitation
Maximum Area	12 square feet. If the sign includes a business name or logo, it shall not comprise more than 50% of the permitted sign area
Maximum Height	7 feet
Minimum Setback	5 feet from all property lines
Illumination Permitted	Internal illumination only
Certificate Required	No

Illustrations & Graphics

Open House Signs
19.06.140(F)(7)

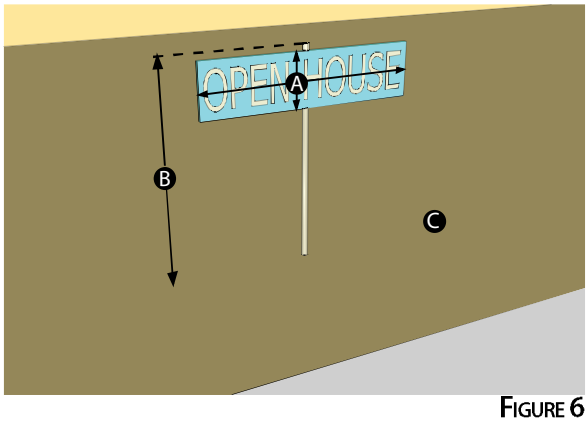


FIGURE 6

Table 3. Open House Sign Standards in Residential Districts (see Figure 6)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
Open House Signs	An "open house" realty sign is intended to serve only the short-term customer directing potential homebuyers to an open house of a dwelling unit "For Sale". Such signs are not permanent directional signs.
Maximum Number	6 per event
Maximum Area (see Ⓐ in Figure 6)	9 square feet per sign
Maximum Height (see Ⓑ in Figure 6)	6 feet
Sign Placement (see Ⓒ in Figure 6)	1. Open house signs shall only be placed on private property and shall not be placed on any public land, including rights-of-way, traffic medians, public sidewalks, public trails, bicycle paths on City property, in City right-of-way between the sidewalk and the curb, on signs in the right-of-way, or on fixed structures such as light poles or traffic signals 2. No such sign shall block or overhang any sidewalk or other established pedestrian walkway. 3. In order to place "Open House" signs on the private property, other than the property that is the subject of the open house event, authorization from the property owner(s) or the owner's duly authorized agent is required.
Additional Standards	1. All open house signs shall state "Open House". 2. Such signs shall not be used for the sale of any residence for which there are current signs (either weekend or continuous) unless the residence is a re-sale and is for sale by owner(s) or listed by an agent other than the marketing agent for the development. 3. All such signs shall contain the listing agent's name and telephone number. A business card is permissible as long as it is protected from the elements. 4. No such signs may be displayed more than one hour prior to nor more than one hour after the period a real estate licensee or broker is on duty at the home for sale; and 5. The property owner(s) shall be responsible for removal of the signs at the end of the open house event.
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

Project Flags
19.06.140(F)(8)

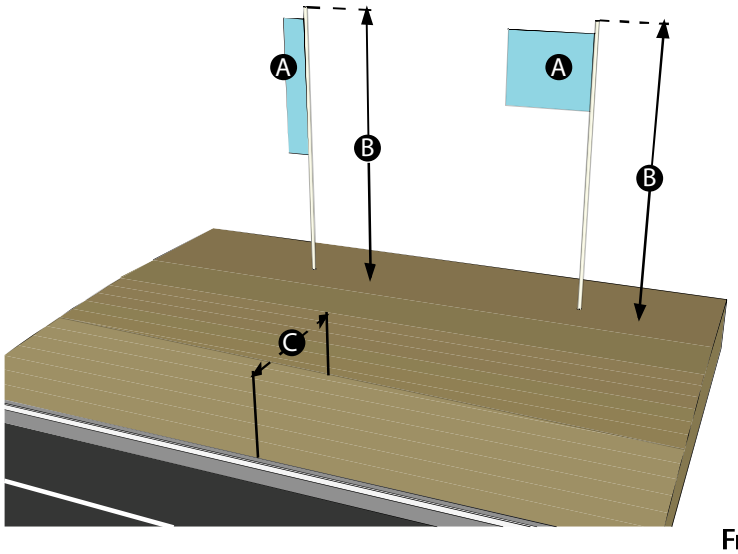


FIGURE 7

Table 4. Project Flag Standards in Residential Districts (see Figure 7)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
Maximum Number	Project flags are decorative flags intended to identify a specific development containing a residential use. These flags do not contain any advertising copy other than the name or the logo of the development.
Maximum Area (see Ⓐ in Figure 7)	25 flags per development that is 10 acres in area or less, plus one additional flag for each additional one-half acre in area
Maximum Height (see Ⓑ in Figure 7)	24 square feet per flag
Location (see Ⓒ in Figure 7)	24 feet
Additional Standards	5 feet to all property lines
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

House of Worship Directional Signs
19.06.140(F)(9)

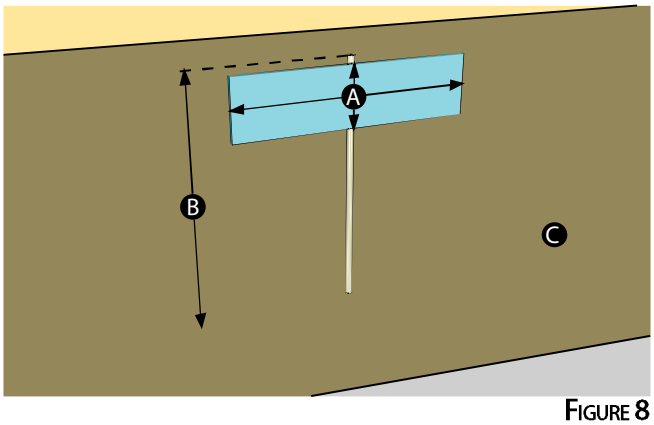


FIGURE 8

Table 5. House of Worship Directional Sign Standards in Residential Districts (see Figure 8)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
House of Worship Directional Signs	House of Worship directional signs are intended to assist the public in finding their way to houses of worship or religious services held in nontraditional locations or facilities. Such signs are not permanent directional signs and may only be used during the periods stated in this Subsection.
Maximum Number	6 signs
Maximum Area (see Ⓐ in Figure 8)	9 square feet per sign
Maximum Height (see Ⓑ in Figure 8)	6 feet
Sign Placement (see Ⓒ in Figure 8)	1. Such signs shall only be placed on private property and shall not be placed on any rights-of-way, traffic medians, public sidewalks, public trails, bicycle paths, on signs in the right-of-way, or on fixed structures such as light poles or traffic signals. 2. No such sign shall block or overhang any sidewalk or other established pedestrian walkway. 3. In order to place such signs on private property other than the property containing the house of worship or the premises of the religious services, written authorization from the property owner(s) or the owner's duly authorized agent is required.
Additional Standards	1. All such signs shall contain the name of the house of worship and its address; 2. All such signs shall contain the name and telephone number of the official of the house of worship responsible for the signs. A business card is permissible as long as it is protected from the elements; 3. The house of worship shall be responsible for removal of the signs at the end of the display period; and 4. No such sign shall be installed before 6 PM on Friday, and all such signs shall be removed by 6 AM on Monday (Tuesday when City offices are closed on Monday due to a holiday).
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

Community Interior Directional Signs
19.06.140(F)(10)

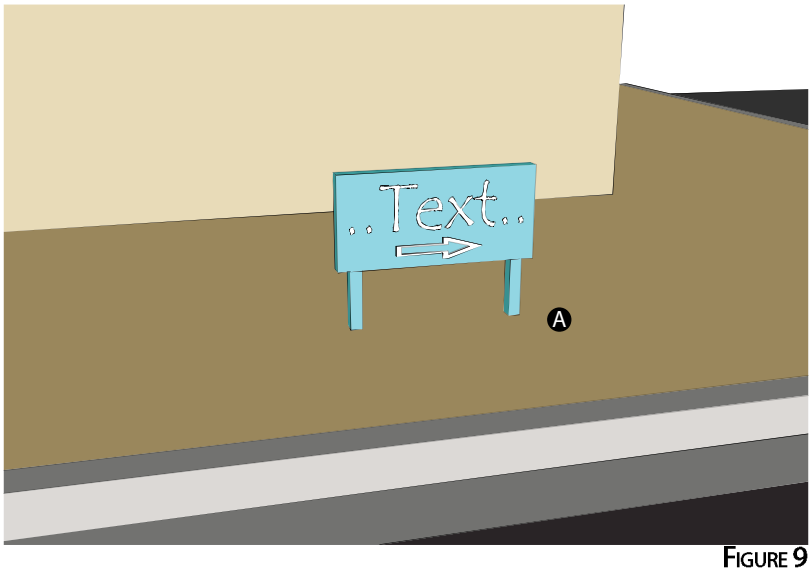


FIGURE 9

Table 6. Community Interior Directional Sign Standards in Residential Districts (see Figure 9)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
Maximum Number	There is no specific limit on the number of signs
Sign Location (see Ⓐ in Figure 9)	1. On private property or within public right-of-way, including median, subject to approval of an encroachment agreement; and 2. Placement subject to approval of the City of Las Vegas Traffic Engineer.
Illumination Permitted	Direct white light or internal illumination only
Certificate Required	Yes

Illustrations & Graphics

Development Entry Statement Signs
19.06.140(F)(11)

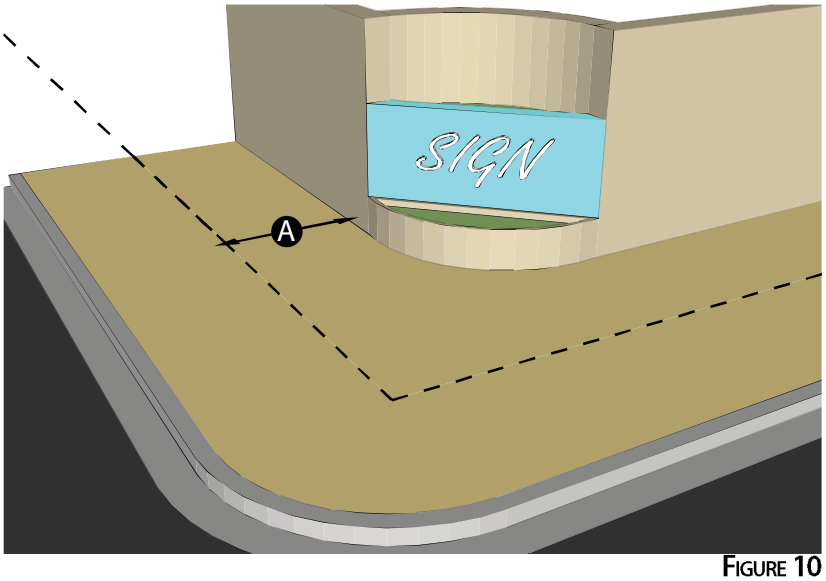


FIGURE 10

Table 7. Development Entry Statement Sign Standards in Residential Districts (see Figure 10)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
Maximum Number	2 signs at each entry to a subdivision, apartment complex, or identifiable community. The developer may place one sign on each side of the entry street/drive or one sign in the median, subject to approval of an encroachment agreement if applicable
Sign Location (see Ⓐ in Figure 10)	Setback 5 feet from the property line or a location approved by the City of Las Vegas Traffic Engineer.
Illumination Permitted	Direct white light or internal illumination only
Certificate Required	Yes

Illustrations & Graphics

Building Markers
19.14.070(F)(12)

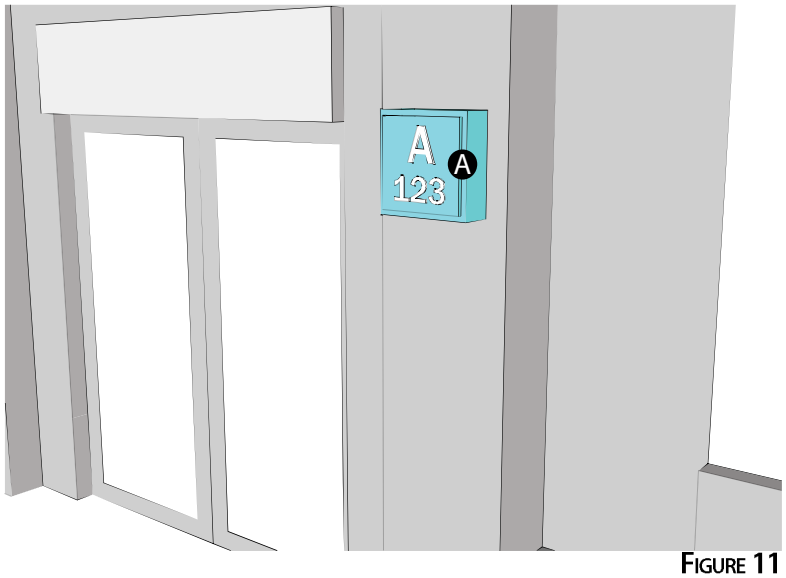


FIGURE 11

Table 8. Building Marker Standards in Residential Districts (see Figure 11)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
Maximum Number	There is no specific limit on the number of signs
Maximum Area (see Ⓐ in Figure 11)	4 square feet per sign
Maximum Height	NA
Minimum Setback	NA
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

Directory Signs
19.06.140(F)(13)

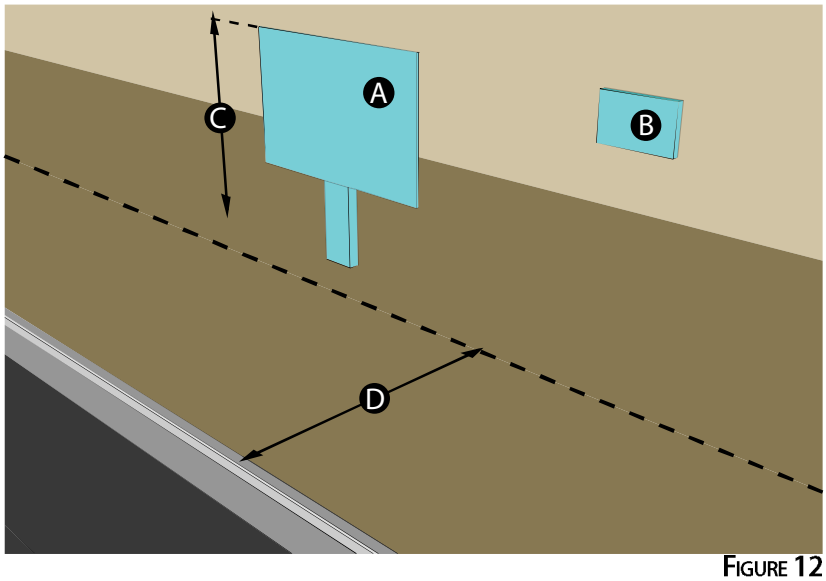


FIGURE 12

Table 9. Directory Sign Standards in Residential Districts (see Figure 12)

Standard	U, R-E and R-1	R-CL, R-TH, R-2, R-3, R-4 and R-MH
Maximum Number	1. 1 freestanding sign per building or per driveway, whichever is greater and 2. 1 attached sign per public entrance	1. 1 freestanding sign per building or per driveway, whichever is greater and 2. 1 attached sign per public entrance
Maximum Area (see Ⓐ and Ⓑ in Figure 12)	1. 24 square feet for freestanding 2. 12 square feet or 5% of the building elevation to which it is attached, whichever is less	1. 24 square feet for freestanding 2. 12 square feet or 5% of the building elevation to which it is attached, whichever is less
Maximum Height (see Ⓒ in Figure 12)	8 feet if freestanding	8 feet if freestanding
Minimum Setback (see Ⓓ in Figure 12)	25 feet from all property lines, if freestanding	25 feet from all property lines, if freestanding
Additional Standards	1. Permitted only if the development utilizes private streets 2. Only the word "Directory" should be legible from the public right-of-way; the directory sign(s) should be located so that the user can pull out of off-site traffic to read the details of the directory. 3. Directory signs are permitted in addition to any other allowed attached or freestanding signs.	1. Only the word "Directory" should be legible from the public right-of-way; the directory sign(s) should be located so that the user can pull out of off-site traffic to read the details of the directory. 2. Directory signs are permitted in addition to any other allowed attached or freestanding signs.
Illumination Permitted	Direct white light or internal illumination only	Direct white light or internal illumination only
Certificate Required	No	No

Illustrations & Graphics

Institutional Signs (Attached)
19.06.140(F)(14)

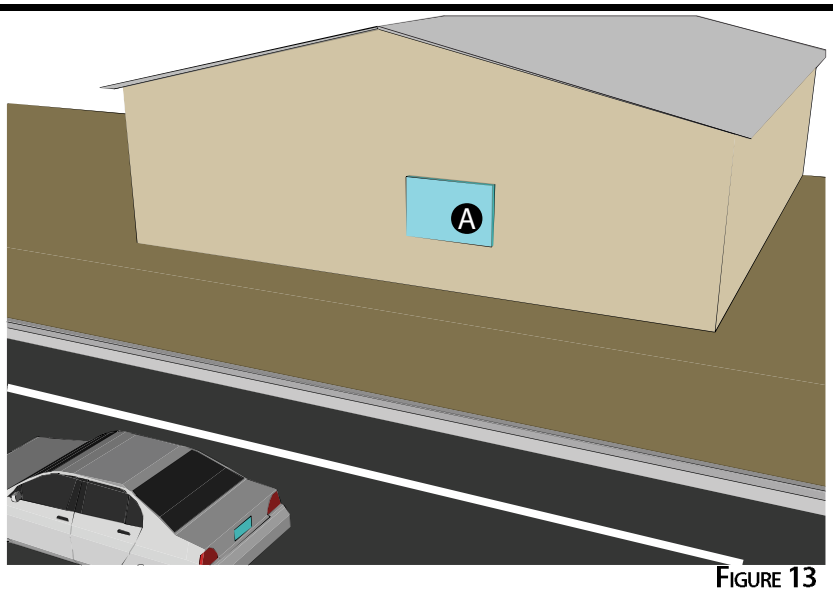


FIGURE 13

Table 10. Attached Institutional Sign Standards in Residential Districts (see Figure 13)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
Maximum Number	1 sign per building elevation that faces directly onto a street frontage or on-site parking area
Maximum Area (see Ⓐ in Figure 13)	10% of the building elevation to which it is attached
Maximum Height	NA
Minimum Setback	NA
Illumination Permitted	Direct white light or internal illumination only
Certificate Required	Yes

Illustrations & Graphics

Institutional Signs (Freestanding)
19.06.140(F)(15)

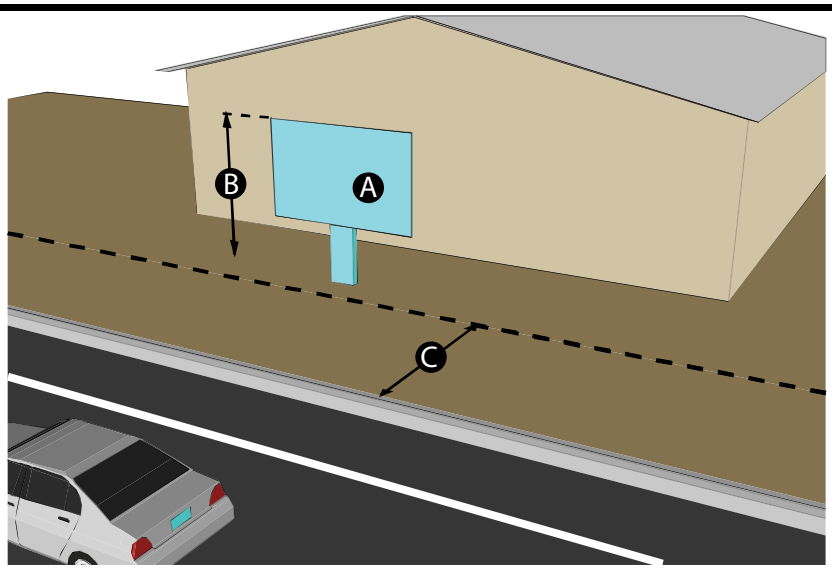


FIGURE 14

Table 11. Freestanding Institutional Sign Standards in Residential Districts (see Figure 14)

Standard	U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH
Maximum Number	1 sign per street frontage on the site of any house of worship, school, or other institution that is a permitted use in the subject zoning district
Maximum Area (see Ⓐ in Figure 14)	50 square feet
Maximum Height (see Ⓑ in Figure 14)	8 feet
Minimum Setback (see Ⓒ in Figure 14)	5 feet from all property lines
Illumination Permitted	Direct white light or internal illumination only
Certificate Required	Yes

Illustrations & Graphics

Freestanding Signs
19.06.140(F)(16)

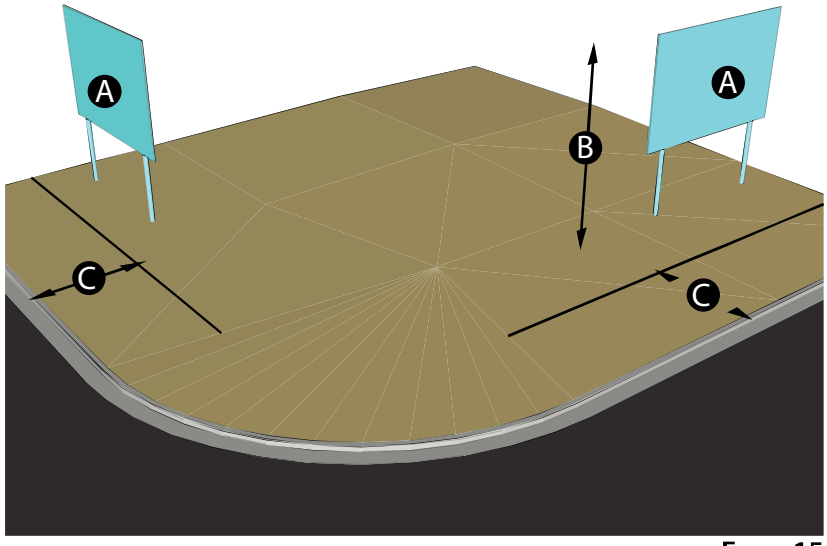


FIGURE 15

Table 12. Freestanding Sign Standards in Residential Districts(see Figure 15)

Standard	R-3, R-4 and R-MH
Maximum Number	1 sign per development; however, developments that have street frontage on two or more streets that are 80 feet or more in width may have 1 sign on each such street frontage
Maximum Area (see Ⓐ in Figure 15)	48 square feet
Maximum Height (see Ⓑ in Figure 15)	12 feet
Minimum Setback (see Ⓒ in Figure 15)	5 feet from all property lines
Additional Standards	1. All freestanding and monument signs on the same lot or in the same development shall maintain a minimum separation of 100 feet measured along the street frontage. 2. See also Residential Protection Standards in LVMC 19.06.140 (C).
Illumination Permitted	Internal and external illumination. In addition, signs over 200 feet from property which is designated in the General Plan for future residential development may be animated or contain an electronic message unit
Certificate Required	Yes

Illustrations & Graphics

Wall Signs
19.06.140(F)(17)



FIGURE 16

Table 13. Wall Sign Standards in Residential Districts (see Figure 16)

Standard	U, R-E, R-1, R-CL, R-TH and R-2	R-3, R-4 and R-MH
Maximum Number	1 sign	1 sign per street front
Maximum Area	2 square feet	50 square feet
Maximum Height	12 inches above the top of the wall, marquee or parapet to which it is attached	12 inches above the top of the wall, marquee or parapet to which it is attached
Minimum Setback	NA	NA
Maximum Projection	A wall sign shall not project more than 24 inches from the building elevation, there shall be no additional message on the additional horizontal surface created by the projection.	A wall sign shall not project more than 24 inches from the structure to which it is attached. There shall be no additional message on the additional horizontal surface created by the projection.
Additional Standards	1. Sign shall be an integral part of or be supported by the wall or wall element (such as awning or marquee) to which they are attached. 2. See also Residential Protection Standards in LVMC 19.06.140 (C).	1. Sign shall be an integral part of or be supported by the wall or wall element (such as awning or marquee) to which they are attached. 2. See also Residential Protection Standards in LVMC 19.06.140 (C).
Illumination Permitted	Direct white light or internal illumination only	Internal and external illumination of wall signs is permitted except on a building elevation facing and located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use
Certificate Required	Yes	Yes

Illustrations & Graphics

Monument Signs
19.06.140(F)(18)

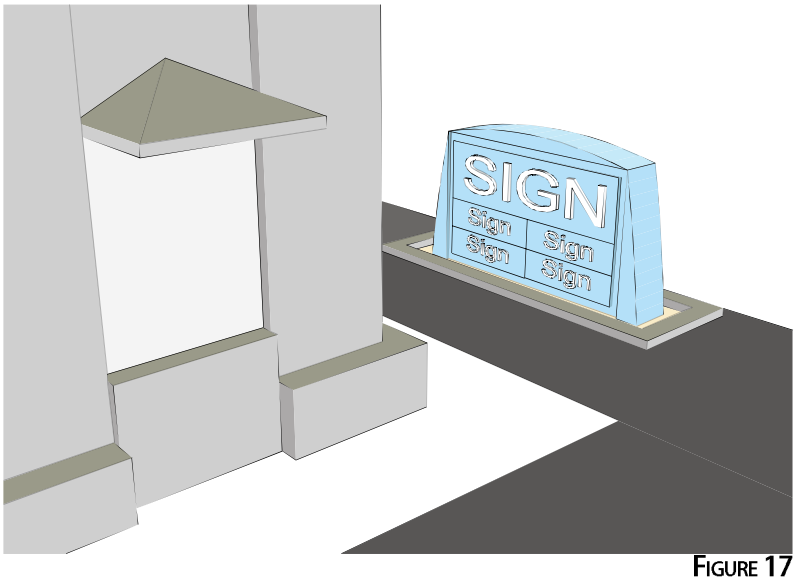


FIGURE 17

Table 14. Monument Sign Standards in Residential Districts(see Figure 17)

Standard	R-3, R-4 and R-MH
Maximum Number	1 sign per street frontage
Maximum Area	60 square feet
Maximum Height	8 feet
Minimum Setback	5 feet from all property lines
Additional Standards	1. All freestanding and monument signs on the same lot or in the same development shall maintain a minimum separation of 100 feet measured along the street frontage. 2. See also Residential Protection Standards in LVMC 19.06.140 (C).
Illumination Permitted	Direct white light or internal illumination only
Certificate Required	Yes

Illustrations & Graphics 19.06.140(G)

FIGURE 18 - POLITICAL SIGNS

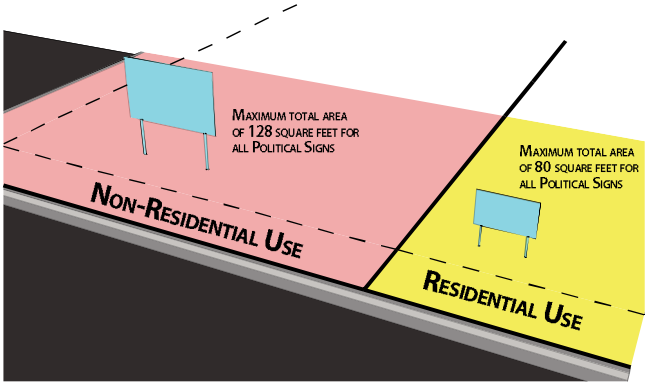


FIGURE 19 - SUBDIVISION DEVELOPMENT SALE SIGNS

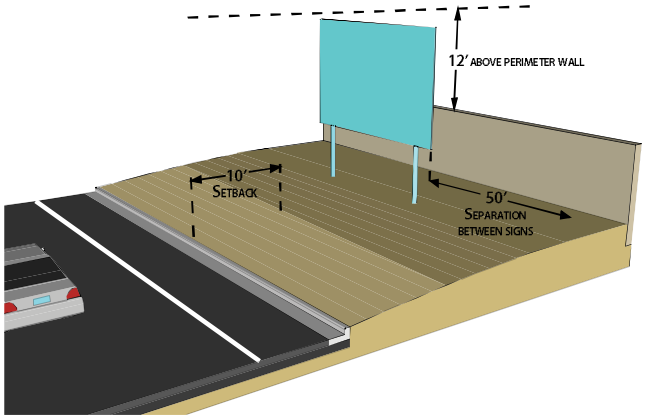
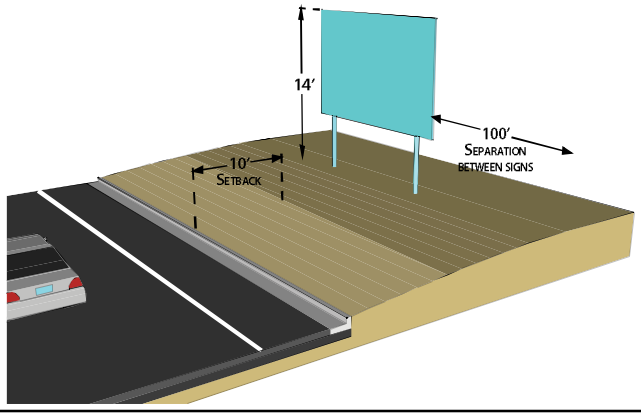


FIGURE 20 - SUBDIVISION DEVELOPMENT CONTINUOUS DIRECTIONAL SIGNS



G. Temporary Signs

Temporary signs are not constructed or intended for long term use. A limited number of temporary signs are permitted in residential districts as follows:

1. Political Signs (see Figure 18)

a. Maximum area. 16 square feet per sign; not to exceed a maximum total area of 80 square feet for all such signs located on a lot containing a residential use. For all other uses, the maximum total area shall not exceed 128 square feet.

b. Additional standards

i. Political signs shall be placed only on private property.

ii. Political signs shall be designed and located in such a manner so that such signs do not interfere with or will be confused with a traffic control signal or sign, or obstruct the vision of traffic.

iii. Political signs shall not be placed on any public property or right-of-way or posted on any utility pole or device.

c. Certificate required. All political signs in excess of 32 square feet require a sign certificate. Other political signs do not require a sign certificate.

d. Illumination permitted. Separate illumination of political signs in residential districts is not permitted.

e. Removal. All political signs that relate to an election shall be removed within 15 days after the election to which they pertain. Signs supporting a candidate who loses a primary election or wins a nonpartisan race in a primary election with more than 50 percent of the vote shall be removed within 15 days after the primary election.

i. The person or persons who are responsible for the erection, placement or distribution of any political sign, including the person whose candidacy the sign supports, are jointly and severally responsible for the removal of the political sign and the cost thereof.

ii. If any sign is not removed within the time period set forth above, the City may, upon

5 days written notice to a candidate or other person responsible, remove and dispose of any such sign. The City shall certify the removal and may charge the candidate or other person responsible for the City's cost for the removal. Removal charges shall be paid within 30 days after receipt of a statement of charges.

2. Subdivision Development Sale Signs (see Figure 19)

a. Maximum number. One subdivision development sale sign per residential subdivision per street frontage, with a maximum of two signs per subdivision.

b. Maximum area. 300 square feet per sign.

c. Maximum height. 22 feet, or 12 feet above the nearest property line wall.

d. Minimum setbacks and separations

i. 10 feet from any public right-of-way.

ii. 50 feet from any other on-premise, off-premise or subdivision development sale sign.

e. Additional standards. The sign shall be a freestanding sign that is firmly secured in the ground, as approved by the Building Official.

f. Illumination permitted. Direct white light or internal illumination only.

g. Certificate required. Yes. The certificate application shall be accompanied by:

i. A site plan that clearly depicts the location of the proposed sign; description, drawing or picture of the proposed sign and description of the means by which it will be secured; and

ii. Written authorization for the placement of the sign from the owner(s) of the property or from the owner's duly authorized agent on which the sign is to be located.

h. Duration of Certificate. The certificate shall be valid for 24 months or until the last unit or lot is sold, whichever occurs first. At that time, the sign shall be removed unless a new certificate has been obtained. The property owner(s) and certificate holder shall each be responsible for maintenance and removal of the sign.

3. Subdivision Development Continuous Directional Signs (see Figure 20)

Subdivision development directional signs are not considered "on-premise" signs or "off-premise" signs and are subject to the following:

a. Maximum number. Eight signs per residential subdivision.

i. A sign structure advertising two or more different subdivisions may count all the signs on that structure towards the eight sign limit for only one of the subdivisions advertised on such structure, if the owner(s) or lessee(s) of the sign files a plan depicting the location and use and details of how all such signs are allocated.

b. Maximum area

i. Two of the eight permitted signs may be up to128 square feet in area.

ii. Two of the eight permitted signs may be up to 96 square feet in area.

iii. The remaining four of the eight permitted signs shall not exceed 40 square feet in area.

iv. An embellishment of up to 20 percent of each sign area may be added to the sign.

c. Maximum height. 14 feet, except that any authorized sign that exceeds 40 square feet in size may be up to of 22 feet in height.

d. Minimum setbacks and separations

i. 10 feet from any public right-of-way.

ii. 100 feet from any other sign or on-premise or off-premise sign.

iii. 660 feet from the nearest travel lane of Summerlin Parkway from Station 499 + 78 to Station 601 + 30.

e. Additional standards

i. These signs are allowed only on vacant developable lots;

ii. For any sign that is proposed within 660 feet of any highway classified by the State of Nevada as part of the interstate and primary highway system, a State of Nevada sign permit is required;

iii. Such signs shall not be located more than four miles from the subdivision to which it is providing direction; and

iv. Each sign shall be a freestanding sign that is firmly secured in the ground, as approved by the City of Las Vegas Building Official.

f. Illumination permitted. No.

g. Certificate required. Yes. The certificate application shall be accompanied by:

i. A site plan that shows where the sign will be placed on property; and

ii. A master location plan that indicates where all other subdivision development directional signs (not including weekend directional signs) for the subdivision will be placed.

h. Duration of certificate. The sign certificate shall be valid for 24 months or until the last unit or lot is sold, whichever occurs first. At that time, the sign shall be removed unless a new certificate has been obtained. The property owner(s) and the certificate holder shall each be responsible for maintenance and removal of the sign.

i. Landowner(s) consent. Any person placing a directional sign shall obtain the permission of the owner(s) of the property on which the sign is placed. Nothing in this ordinance shall be construed to authorize the placement of any sign without the permission of the landowner(s).

4. Subdivision Development Weekend Directional Signs (see Figure 21)

Weekend directional signs shall be used to direct traffic to residential projects only and shall not be employed for non-residential purposes of any kind.

a. Maximum number. 70 weekend directional signs per residential subdivision.

b. Maximum area. Four square feet per sign.

c. Maximum height.

i. Four feet above nearest street curb.

ii. 32 inches above nearest street curb when within 50 feet of any street intersection or driveway opening. Where no curb exists, height shall be measured from edge of adjacent public right-of-way.

d. Sign placement.

i. Maximum placement distance of any weekend directional sign from its respective residential subdivision project shall be four miles as measured along a radial line whose axis is located at any point on the subject property.

ii. Minimum spacing between signs relating to the same project is 300 feet, provided however, two signs may be placed within 10 feet of each other at locations where the path of travel turns direction.

iii. Signs shall be placed at least 25 feet from any street intersection or driveway and not block or overhang any sidewalk or other established pedestrian way.

e. Additional standards.

i. Changes in copy and graphics may be made without re-issuance of certificates; if, the name of the subdivision changes, the developer shall apply for a new certificate.

ii. Signs may only be installed after 6 PM on Friday or on the day before any Federal, State, or City holiday that may occur throughout the week, and all signs shall be removed by 6 AM on Monday or by the same time on the day after such holiday.

iii. Signs shall be made of plastic, or some other weather resistant material approved by the Director, and shall be attached to a single metal stake. Signs mounted on wooden stakes are prohibited.

f. Illumination permitted. No.

g. Master sign plan required. Weekend directional signs shall not be installed unless such signs are approved as a part of a master weekend directional sign plan. A certificate application and sign map shall

be presented for each development for which weekend directional signs are to be employed. The application and map shall be in a form and include exhibits as specified by the Department. The map shall indicate the approximate location on each street of each sign to be installed and shall include a statement that at the time of installation no sign is to be installed in violation of the spacing requirements of this Subchapter or to cause any already-in-place weekend directional sign to be in violation of the spacing requirements. The certificate application shall state the name and mailing address of the party to be notified in the event of any violations of this Section. A master weekend directional sign certificate may be issued to cover all weekend directional signs that have been approved as part of a master weekend directional sign plan.

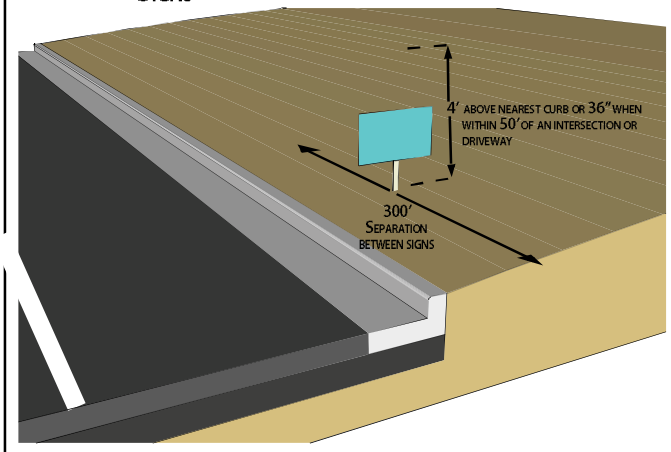
h. Insurance required. Applicants for weekend directional sign certificates shall provide proof of and maintain comprehensive liability insurance in the minimum amount of $4,000,000 per occurrence in a form acceptable to the Director. If any sign is placed in any unimproved public right-of-way, the certificate holder shall assume full responsibility for any damages or injuries to persons or property resulting either wholly or in part from the placement of the sign and shall agree to defend and indemnify the City and hold the City harmless from all liability for damages or injuries.

i. Landowner(s) consent. Any person placing a directional sign shall obtain the permission of the owner(s) of the property on which the sign is placed. Nothing in this Title shall be construed to authorize the placement of any sign without the permission of the landowner(s).

j. Violations. Weekend directional signs that are without proper certification; that are placed within 25 feet of a street intersection or driveway; that block or overhang sidewalks and other public pedestrian walkways; or that are left remaining after the time limitations set forth in this Section may be impounded immediately. Violations and the recovery of signs are subject to the charges and remedies provided in Table 15 below.

Illustrations & Graphics 19.06.140(G)

FIGURE 21 - SUBDIVISION DEVELOPMENT WEEKEND DIRECTIONAL SIGNS



Illustrations & Graphics 19.06.140(G)

FIGURE 22 - REAL ESTATE SIGNS ADVERTISING RESIDENTIAL PROPERTY

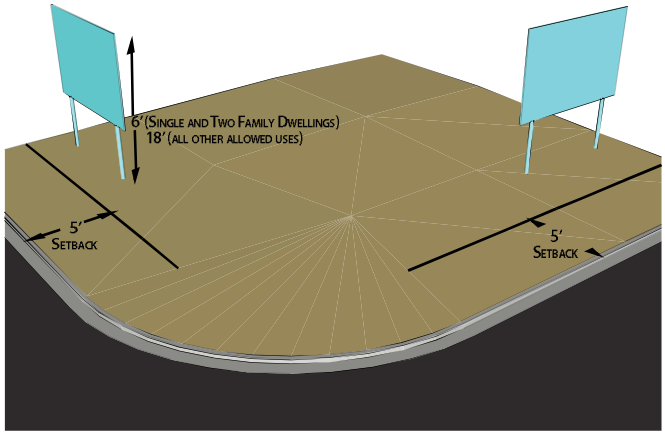


Table 15 – Penalties

Violation	Penalty
1st	$10 per sign if without proper certification. Fee shall be waived if owner(s) obtains proper sign certificate. If properly certified, warning only.
2nd	$10 per sign.
3rd	$15 per sign and misdemeanor citation.
4th	Revocation of weekend directional sign certificate.

5. Real Estate Signs Advertising Residential Property (see Figure 22)

a. Maximum number. One per street frontage.

b. Maximum area.

i. Six square feet for single and two family dwellings.

ii. 32 square feet for all other allowed uses. Real estate signs exceeding 32 square feet, up to a maximum of 64 square feet may be approved by the Director by means of a temporary sign certificate.

c. Maximum height. Six feet for single and two family dwellings, 18 feet for all other allowed uses.

d. Minimum setback. Five feet from all property lines.

e. Certificate required. No.


CLV
WEB
E-MAIL

19.08

Commercial and Industrial Districts – Purpose and Development and Design Standards

Unified Development Code
Title 19


CLV
WEB
E-MAIL

19.08

Commercial and Industrial Districts - Purpose and Development and Design Standards

19.08.010 Applicability 139

19.08.020 Intent of Commercial and Industrial Development Standards 139

19.08.030 General 139

19.08.040 Development Standards 140

19.08.050 P-O (Professional Office) ... 153

19.08.060 O (Office) 157

19.08.070 C-1 (Limited Commercial) 161

19.08.080 C-2 (General Commercial) 165

19.08.090 C-M (Commercial / Industrial) 169

19.08.100 M (Industrial) 173

19.08.110 Commercial and Industrial Parking Design Standards 177

19.08.120 Commercial and Industrial District Sign Standards 183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APPLICABILITY 19.08.010

This Chapter applies to all commercial and industrial development within the City of Las Vegas and to all commercial and industrial zoning districts.

Except as otherwise provided in this Chapter, the standards set forth herein, are minimum requirements. Any request to deviate from these standards shall require the submittal of an application for an Administrative Deviation, if appropriate, or Variance, which shall be subject to the procedures and standards set forth in LVMC 19.16.120 and 19.16.140, respectively.

INTENT OF COMMERCIAL AND INDUSTRIAL DEVELOPMENT STANDARDS 19.08.020

The intent of establishing standards for commercial and industrial development is:

A. To promote commercial development which enhances the quality of life for City residents;

B. To encourage sensitive design and planning of commercial and industrial development which enhances compatibility between the built environment and the natural environment and will not negatively impact the use and enjoyment of adjacent and neighboring properties;

C. To promote improved design and enhanced site planning of commercial and industrial development that will contribute to the overall attractiveness of the City;

D. To increase design compatibility between abutting properties and land uses;

E. To promote design and site planning which furthers the goals of the City's General Plan and advances the vision of the City;

F. To reinforce a sense of community and to preserve the integrity of neighborhoods and places of business; and

G. To reduce unsightly views.

H. To provide for landscaping and buffering that:

1. Conserves Water and reduces erosion;

2. Reduces heat and glare generated by development; and

3. Aids in filtering dust and particulate matter from the air.

GENERAL 19.08.030

A. Access

All lots or parcels shall have frontage upon a public street; provided however, that lots within a recorded Subdivision or Parcel Map may provide access to a public street by way of a commonly owned private street or a private access easement. All private access streets must be fully improved in accordance with the Traffic Circulation Improvements Standards contained in the Design Standards Manual.

B. Grading

1. **Grading Plan Approval - When Required.** When the natural grade of a lot is proposed to be raised more than two feet at any point from existing grade, three copies of a finished lot grading plan and legal description of the property shall be filed with the Department of Public Works and the Department. The plan shall include proposed and existing grades, building locations, and building height information for the development site and for the adjacent properties, and any justification for the proposal. The Director of Public Works may withhold or deny development approval unless the applicant demonstrates to the Director of Public Works' satisfaction that the proposal is necessary in order to develop the site in a manner which conforms to applicable drainage and other development standards. The Director may withhold or deny development approval unless the applicant demonstrates to the Director's satisfaction that the proposal will not be incompatible or out of harmony with the surrounding area.

2. **Grading Plan - Appeal of Denial.** The applicant may appeal to the City Council any final decision rendered pursuant to Paragraph (1) of this Subsection. In connection with the appeal, the City may require notification of surrounding property owners. The City may charge a fee for the appeal and for any required notification in accordance with the Fee Schedule.

C. Compliance with Regulations

1. No building, structure or land shall be erected, reconstructed, structurally altered or used for a purpose other than a use allowed in the zoning district in which the building, structure or land use is located.

2. No building, structure or land shall be used to produce greater heights, smaller yards or less unoccupied area than prescribed by the regulations applicable to the zoning district in which the building, structure or land use is located.

3. No lot area shall be so reduced that the size, width, setbacks, yards, required open space or total lot area is less than prescribed by this Title.

4. No yard, open space or off-street parking or loading space, required in conjunction with a building or land use, shall be included as part of a yard, open space or parking or loading space required for any other building or land use, unless otherwise provided in this Title.

DEVELOPMENT STANDARDS 19.08.040

A. Tables

Except as otherwise noted, the minimum lot size, minimum lot width, minimum building setbacks, maximum lot coverage, minimum building separation and maximum building height for uses in each district shall be governed by the dimensional standards in the tables listed for each district. Explanatory notes for provisions in the tables follow the tables as needed.

B. Building Placement

In addition to the dimensional standards and requirements listed for building placement in the tables provided for each district, development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Architectural Character and Materials. The purpose of these guidelines is not to dictate a particular architectural style for commercial and industrial development in the City, but to provide a set of guidelines and standards by which commercial and industrial development can be compatible with its surroundings and help to further the overall vision of development which has been established by the City. Building designs that incorporate a base tying the building into the ground, a midsection, and a top that terminates the building, are strongly encouraged.

2. Bulk and Scale

a. Box-like or single, monolithic forms must be relieved by variations in massing or articulation of facades. The perceived height and bulk of buildings shall be reduced by dividing the building mass into smaller scale components in order to relate to human scale. Buildings shall incorporate jogs, offsets or other architectural features to reduce the visual length of long walls. Variation of roof lines is required to reduce the apparent size of commercial buildings and provide visual interest. Building surfaces over twenty feet high or fifty feet in length shall be relieved with a change of wall plane or by other means that provide strong shadow and visual interest.

b. Buildings should be compatible with the scale of development allowed by the applicable land uses for the surrounding area as established at the time of application, and should be sited and designed to provide a sensitive transition to nearby, less intensive areas.

c. Projects on the edges of zoning districts should be developed in a manner that minimizes the adverse impacts resulting from incongruous height, bulk and scale of large buildings. Alternatives to mitigate such impacts include, but are not limited to, siting and design, additional building setbacks or stepping back of upper floors, and the actual physical reduction of the height, bulk and scale of a project.

3. Exterior Materials and Finishes

a. Buildings should be compatible with the scale of development allowed by the applicable land uses for the surrounding area as established at the time of application, and should be sited and designed to provide a sensitive transition to nearby, less intensive areas.

b. Concrete or clay tile and architectural metal should be used on all sloped roofs. Standard three-tab asphalt shingles, fiberglass shingles, and wood shingles and shakes are prohibited.

c. Stone, stucco, colored or exposed aggregate or textured finish concrete, decorative block and brick are the preferred materials for building exteriors. Simulated materials and building systems that provide a look that is similar to the preferred materials may also be acceptable.

d. Highly reflective, shiny or mirror-like materials and unplastered exposed standard concrete, standard concrete masonry units and glazed tile should not be used except as accents. Reflective glass at the pedestrian level is

prohibited. Glass on the second floor and above shall not be greater than twenty-two percent reflectivity so as not to reflect light and solar heat on other buildings, streets and sidewalks.

e. Restraint should be used in the number of different materials and colors selected.

4. Coherent Design

a. All sides of a building shall be coherently designed and treated. A consistent level of detailing and finish is required for all sides of a building.

b. Any building design that utilizes a flat roof shall incorporate a parapet wall and/or cornice element on all sides of the roof.

c. Preferably, roof access should be from the interior of the building. If not possible, external stairwells and ladders should be incorporated into the overall design of the primary structure or be adequately screened from view.

d. Service and loading zones shall be located to the rear, side or in an internal location where visibility from public rights-of-way and views from neighboring buildings and properties will be minimized.

5. Building Façade

a. The building design should incorporate patterns and materials that provide visual interest. This should be accomplished through the use of changes in color, materials or relief, such as the inclusion of beltlines, pilasters, recesses, pop outs, etc. Flat, plain building walls are not acceptable. There should be a contrast in the size of solid area to window area. In general, there should be more wall than window. Windows and large areas of glass should be recessed in shadow or otherwise contrast with the building façade. Large glazed areas should be divided into smaller parts by using mullions to express individual windows or groupings of windows. The use of arcades, covered walkways, awnings, and other shade devices is strongly encouraged to provide shade to protect pedestrians from the intense desert sun.

b. Features such as windows and arcades shall total at least sixty percent of the length of any façade that abuts a public street.

c. Lightly tinted or "Low-e" glass is acceptable and advisable. Mirrored and metallic tints are prohibited.

6. Orientation

a. Buildings on corner lots should be oriented to the corner and to the street fronts, and should make a strong tie to the building lines of each street unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible. Parking and curb cuts shall be located away from corners.

b. Interconnected walkways and parking drives between buildings on the site and those of adjacent development should be used to provide for the safe and efficient movement of pedestrians, bicycles and vehicles within the site and between the site and adjacent development where feasible.

c. In order to develop and maintain a strong street edge, buildings for stand alone projects or individual pad developments associated with a larger commercial center should be located at the front of the site at the minimum setback line, with the exception of additional width landscaping or a single drive-through lane.

7. Applicability of Standards. Except as otherwise provided in this Paragraph (7), the standards set forth in Paragraphs (1) through (6) of Subsection (B) are minimum requirements. The Planning Commission or City Council may grant a waiver to any of these standards as part of a Site Development Plan Review if the applicant can show through convincing and substantial evidence that the waiver will not compromise the objective of the City in safeguarding the interests of the City, the proposed project will substantially meet the intent of the standard, and the granting of the waiver will not detrimentally affect the public health, safety or general welfare.

C. Accessory Structures

In addition to the standards listed for accessory structures in the tables provided for each district, accessory structures on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Timing of Placement. Accessory structures shall not be established or constructed on a site prior to the start of construction of the principal structure

on that site, except that construction trailers may be placed on a site at the same time clearance and grading begins. Construction trailers may remain on the site only for the duration of construction.

2. **Locational Restrictions.** Detached accessory structures shall not be located within the required perimeter landscaping on a site, or in such a manner as to interfere with required on-site parking or driveways.

3. **Appearance.** Accessory structures shall be designed to be architecturally compatible with the principal structure on the site, utilizing the same colors, materials and style.

D. Building Height

In addition to the standards listed for building height in the tables provided for each district, building heights for development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Roof-mounted solar panel units that are permitted as a conditional use pursuant to LVMC Chapter 19.12 shall not be considered as a part of the building height for purposes of this Chapter.

2. Chimneys, vent stacks and skylights may be erected above the required height limits provided that in no case shall structures above the permitted height limit be constructed for the purpose of providing additional floor space.

E. Urban Design, Screening and Lighting

1. **Site Geography.** Where feasible, and when geotechnical conditions are favorable, natural features such as washes and existing vegetation should be retained in their natural state and integrated into the design of the site. When geotechnical conditions are favorable, on-site detention of storm water is encouraged as a means of reducing stormwater runoff. Areas such as common areas and existing washes should be explored for this type of use. Buildings should be sited to avoid or lessen the impact of development on sensitive areas such as slopes and drainage washes. The siting of buildings and development of a site should conform to specific site conditions and opportunities such as non-rectangular lots, location on intersections, unusual topography, vegetation, views or other natural features. On sites which contain slopes of five percent or more, the development of the site should reflect, rather than obscure, the natural topography of the site through the use of various techniques such as smooth transition of grades at the property lines, blending of cut and fill slopes, and terracing.

a. Site Grading Design

i. Where natural sloping is to be used for topographic transitions at the property edges, slopes should not exceed three to one and should be landscaped with approved materials to achieve minimum ground coverage of sixty percent (not including trees). The sixty percent coverage should be reached within two years after a Certificate of Occupancy is issued by the City.

ii. Cut and fill slopes should be rounded where they meet natural grade so that they blend with the natural slope.

b. Site Grading Permit. No lands shall be graded or the natural ground surface otherwise disturbed so as to create a dust nuisance, except for clearing of weeds and debris, unless the developer:

i. In cases where a final map is required, has complied with the provisions of Title 18; or

ii. Otherwise, has obtained approval of a Site Development Plan and Civil Improvement Plans for the site or area to be graded.

c. Natural Features. The area of any channel or wash which is to be retained in its natural state, improved as a non-concrete channel, or improved with a combination of natural materials and other materials such as stamped, patterned concrete, may be counted toward the requirements for open space within the proposed development.

d. Drainage. In order to provide a more natural appearance and to provide for the stabilization of natural channels where geotechnical conditions are favorable, drainageways should be lined with natural materials such as grass, soil, gravel, rock or other materials allowed by the Clark County Regional Flood Control District Hydrologic Criteria and Drainage Design Manual (HCDDM) as adopted by the City. The use of plain concrete for lining of drainageways should be permitted only as part of a flood control plan or drainage study approved by the Department of Public Works.

i. All natural drainage channels on sites of fifteen net acres or greater in size should be identified and shown generally on the site plan at the time of submittal of a Site Development Plan Review application. If it is expected that the Drainage Study will require improvements to existing drainage channels or other on-site drainage facilities, the proposed preliminary design of such channels and of proposed structures such as weirs, drop structures or other appurtenant structures shall be shown on the site plan. Such structures should be built of natural materials unless the applicant can demonstrate, based on a subsequent approved drainage study, that to do so would be infeasible.

ii. When detention basins are utilized, they should be integrated into the overall landscaping and site development plan of the proposed project. Such areas may be counted toward the open space requirements of the development.

2. **Bicycle, Pedestrian and Automobile Linkages and Circulation.** The following standards are designed to reduce dependency on the automobile, reduce the number of daily trips by single occupancy vehicles, and preserve the capacity of existing roadways. Consideration shall be given to alternative transportation modes, such as bicycle and pedestrian ways and paths, and shall be included in site master planning.

a. **Integration of Bicycle and Pedestrian Paths.** Provisions shall be made in all developments to integrate bicycle and pedestrian paths (as defined in the Trails Element of the City's Master Plan) that connect to adjacent developments and residential neighborhoods.

b. **Bus Turnouts.** Bus turnouts and shelters shall be required where deemed necessary by the City Traffic Engineer. If shelters are provided, they shall be installed behind the sidewalk area. Boarding areas at bus turnouts shall provide adequate handicap access in accordance with applicable ADA requirements. Required turnouts may encroach into the perimeter landscape area and may require the granting of easements for placement and maintenance. Bus turnouts shall comply with the Uniform Standard Drawings, Clark County Area, as adopted by the City.

c. **Sidewalks.** Sidewalks shall be provided along any façade featuring a customer entrance that exits into a parking area or travel lane. Sidewalks that abut ninety degree parking spaces shall be a minimum of seven feet in width in instances where vehicle wheel stops are not used between the parking space and the sidewalk curb, and five feet in width when vehicle wheel stops are installed. Sidewalk ramps and curb cuts shall be constructed in accordance with the Uniform Standard Drawings, Clark County Area, as adopted by the City.

d. **Internal Site Access.** A continuous internal pedestrian and handicap accessible walkway shall be provided from the perimeter public sidewalk to the principal customer entrance. Additional pedestrian walkways should be distinguished through the use of special pavers, bricks or patterned concrete, and should be raised slightly to enhance pedestrian safety and the attractiveness of the walkway.

e. **Path Along Drainage Channels and Washes.** Applicants are strongly encouraged to incorporate bicycle and pedestrian paths along drainage channels and washes. If maintenance roads for a channel are required, consideration should be given to designing them as multi-use facilities to accommodate maintenance vehicles, bicyclists and pedestrians. The design of such paths must first be approved by the Department of Public Works and the Department.

i. A minimum ten-foot landscape area on each side of the channel shall buffer plain concrete drainage channels which do not incorporate bicycle and pedestrian paths or maintenance roads and which are visible from public view. Maintenance of the landscaping shall be the responsibility of the property owner, the developer, a business association or other similar association, or by such other means as may be approved by the City.

ii. The area of any such paths and landscape areas along drainage channels and washes may be counted toward the open space requirements of the development.

3. **Pedestrian Open Spaces and Plazas**

a. **Plazas Required.** Outdoor pedestrian open spaces and plazas provide shade, opportunities for rest and relief from traffic and noise as well as areas for additional outdoor activities

such as vending and dining. Commercial developments shall provide pedestrian open spaces and plazas in relation to the size of the development and shall include designs for such areas in the site plan. Such areas shall be interspersed throughout the development, and shall be accessible in accordance with applicable ADA requirements.

i. Commercial developments shall provide public open space and plaza areas in accordance with this Paragraph (3).

ii. Developments of five acres in size or greater shall provide a minimum of fifty square feet of plaza space for each one acre of gross land area. Such plaza spaces shall be in addition to any such spaces provided by individual tenants or businesses for the use of their customers.

b. Integration of Open Spaces. Pedestrian open spaces and plazas shall be integral to the overall design of the proposed commercial development and shall be located in areas of high pedestrian traffic in such a manner to be convenient and readily accessible. Such spaces shall remain open and accessible during normal hours of operation.

c. Site Amenities. Site amenities, including without limitation benches, pergolas, landscaped arbors, artwork and other appropriate landscape features, shall be incorporated into the design of each pedestrian open space/plaza.

d. Minimum Size. The minimum size for any individual pedestrian open space shall be two hundred fifty square feet.

4. Screening. The following uses and equipment shall be screened from public view from all rights-of-way, pedestrian areas, and parking lots: Trash and refuse collection areas; mechanical equipment such as air conditioners, pumps and motors; propane tanks and other storage tanks; electrical equipment such as switching equipment and transformers; emergency generators; valves; vents; utility meters; satellite dishes; grouped mailboxes; and any commercial project which abuts a residential property. Screening includes, without limitation, solid walls and landscaping of a density sufficient to screen the use.

a. Interior Screen Walls

i. Service and loading areas shall be screened by the use of walls or dense landscaping, or both, that will serve as both a visual barrier and a noise barrier. In no instance shall the screening be less than eight feet in height, and it may be required to be higher depending on the use to be screened. Walls shall be architecturally integrated into the design of the development.

b. Collection Areas and Dumpsters

i. Refuse collection areas and dumpsters shall be:

A) Provided in sufficient size and numbers to meet the needs of the development;

B) Located away from the street front and screened from view from rights-of-way, sidewalks, and abutting properties through the use of landscaping and screening; and

C) Shall have solid metal gates, and a roof or trellis structure; and

D) Are subject to the residential adjacency standards set forth in LVMC 19.08.040(I).

c. Mechanical and Electrical Equipment. In the initial design stage of a development project, mechanical and electrical equipment should be incorporated into the architectural form and layout of the proposed building to reduce the need for screening.

i. Mechanical and electrical equipment, satellite dishes and any other communications equipment, excluding communications towers and antennas, shall be concealed from view of public rights-of-way and neighboring properties from street level within one hundred feet of the property boundary. Communication antennas shall be of a design, and installed in such a manner, as to blend in with the architecture and design of the building on which they are mounted. Where reasonable height parapet or screen walls are insufficient to provide screening, all equipment shall be painted in a neutral color to blend with roofing materials.

ii. Ground and wall mounted mechanical and electrical service equipment, such as utility boxes, valves, gas and electric meters shall be screened from public view with materials architecturally compatible with the finishes and character of the principal structures within the development or through the use of shrubs and landscaping, and shall be screened to the height of the tallest equipment, integrated with the building design, or both.

d. **Mechanical Equipment on Sloped Roofs.** Except as otherwise specifically provided in this Title, no mechanical equipment shall be mounted on or attached to any sloped roof.

e. **Outside Storage Areas.** Outside storage areas shall be screened by solid walls. All such walls shall be similar in design and materials to the main buildings or match other screening walls on the site.

5. **Lighting Requirements.** Appropriate levels of lighting shall be provided to create adequate visibility and safety at night. (This standard does not apply to public street lighting, which is governed by other standards).

a. **Light Intensity.** Exterior lighting shall be of low intensity and of a cutoff variety so that light will not spill out onto surrounding properties or project above the horizontal plane of the light source.

b. **Lighting Colors.** Warm lighting colors are encouraged. The blue-white colors of fluorescent and mercury vapor lamps are prohibited for exterior lighting.

c. **Light Levels.** The amount of light produced by exterior light sources shall be reduced to that necessary to maintain a minimum comfort level for safety and security purposes. Light levels shall not exceed an average of:

i. 2.0 foot-candles in parking lots; or

ii. 0.2 foot-candles at a residential property line.

d. **Location of lighting.** Where utilized, freestanding light pole fixtures shall be integrated into landscape buffer areas. Light fixture locations shall not conflict with required landscape materials.

e. **Height of Fixtures.** The height of light poles shall not exceed thirty feet, including the base; heights no greater than twenty feet are strongly encouraged. Light fixtures of up to forty feet in height, including the base, may be permitted for parking lots of fifteen acres or greater in size.

f. **Style of Fixtures.** Lighting fixtures, including poles and base, shall be compatible with the architectural character and color of the proposed development.

g. **Wall Mounted Lights.** Wall mounted lights shall be directed downward. Soffit mounted light fixtures shall be recessed in the soffit or otherwise fully shielded from view from any property line. Ground mounted or other upward directional lighting shall be permissible only where some form of shield or light baffling is provided to create a soft, uniform light quality and minimize light spillage beyond the trees, landscaping, walls or signs being illuminated.

h. **Pedestrian Lighting.** The design of the fixtures shall be compatible with the overall design of the development, and shatterproof lamp coverings shall be used. The fixtures shall be placed to minimize glare and shall be located as to not present hazards for pedestrians or vehicles. Along walkways, low-level lighting (i.e., below eye level) that directs light downward onto the ground surface is encouraged.

i. **Maintenance.** All approved lighting shall be continuously maintained in a working manner.

6. **Applicability of Standards.** Except as otherwise provided in this Paragraph (6), the standards set forth in this Subsection (E) are minimum requirements. An exception or modification to any of these standards may be approved upon the request of an applicant if the applicant can show through convincing and substantial evidence that the exception or modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the proposed project will substantially meet the intent of the standard, and the granting of the exception or modification will not detrimentally affect the public health, safety or general welfare. Such an exception or modification may be granted by the Director in connection with the approval of a Site Development Plan Review. In cases where the Director does not approve a requested exception or modification, the request may be acted upon by the Planning Commission

or City Council as part of a Site Development Plan Review. In the case of action by the Planning Commission or City Council, the request for exception or modification need not be identified as a separate action item, and disposition of the request may be incorporated into the action on the Site Development Plan Review. Notice of action on the request for exception or modification may be incorporated into the notice of decision regarding the Site Development Plan Review.

F. Landscape Buffers and Turf Limitations

In addition to the standards listed for landscape buffers and turf limitations in the tables provided for each district, development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Landscape Required

a. All Site Development Plans for office, retail, commercial, institutional, and industrial development shall meet or exceed the minimum standards, and shall comply with any restrictions, established in this Title. All landscaping required by this Chapter shall also comply with the provisions of LVMC 13.48.040 and 19.02.190.

b. Except as otherwise permitted by the Director, all landscape and irrigation plans shall be prepared and stamped by a registered architect, landscape architect, residential designer or civil engineer.

c. The owner, developer and occupant of the property are jointly and severally responsible for maintaining or assuring the ongoing maintenance of installed landscaping so that the landscaping continues to thrive. Prior to the issuance of a building permit, the owner, developer or contractor shall post a performance bond or equivalent security to assure the performance of the maintenance obligation for a minimum of two years.

d. All revisions to an approved landscape plan must first be reviewed and approved by the Department prior to installation of the landscaping.

e. Where perimeter landscape buffers are indicated the standard planting requirement is as set forth in Figure 1. Alternatives to the standard planting requirement are set forth in Figures 2 and 3.

2. Additional Landscaping May Be Required

Additional landscaping may be required by the Director or reviewing authority in order to respond to special site features, maintain an established landscape pattern created by existing landscaping in the surrounding area, or mitigate the impact of a particular development.

3. Alternative Landscape Designs

The Director or other reviewing authority may approve variations to the standards and designs set out in this Chapter if they respond more appropriately to a particular site and provide equivalent means of achieving the intent of this Chapter.

4. Maintenance

Property owners shall be responsible for:

a. Maintaining all walls in good structural and finish condition;

b. Maintaining all landscaping in a healthy and vigorous living condition and in accordance with LVMC 13.48.040 and 19.02.190;

c. Promptly replacing dead vegetation with healthy, living plants, in accordance with standard seasonal planting practices.

5. Installation of Required Landscaping

a. All required perimeter landscaping shall be installed in compliance with an approved landscape plan prior to occupancy.

b. Prior to the installation of any required landscaping the developer shall demonstrate compliance with the approved landscape plan by providing the Department a complete bill of materials.

c. When applicable to a phased development plan, a phased landscape installation plan may be approved concurrently with a Site Development Plan Review.

6. Irrigation of Landscaping

a. All required landscaping shall be installed with an irrigation system designed to eliminate any run-off of water into the public rights-of-way.

b. In order to minimize damage to buildings

and solid walls from soil settling, expansion/ contraction (cracked foundation), all overhead spray irrigation systems shall be a minimum of twenty-four (24) inches back from any building and solid walls with no overspray contacting any building or solid walls.

c. An automatic irrigation system is required for all planting areas, and shall include:

i. An electric automatic controller and multiple program capabilities;

ii. Multiple repeat cycle capabilities; and

ii. A flexible calendar program.

d. All irrigation water shall be retained on-site. When required, swales shall channel water to larger holding areas, catch basins, other planting areas, gravel sumps, dry-wells, or any combination thereof. Areas that accumulate system water shall be provided with underground drainage systems to carry water to holding or discharge areas. Nuisance flows shall not spill over the sidewalk and into any street.

7. Turf Limitations

a. The use of turf is subject to and limited by LVMC Chapter 14.11 and the provisions of this Paragraph (7), with the provisions that are most restrictive to govern in a particular case.

Table 1 - Turf Limitations

Use	Use of Turf
Institutional	Prohibited, except for schools, parks and cemeteries
Golf Course	Limited to 5 acres average per hole, with a maximum 10 additional acres for driving range

b. The turf limitations contained in this Subsection are intended to increase the use of water efficient vegetation. Landscaping shall be designed, and the landscaping materials shall be chosen and installed, so as to ensure that, within three years of normal growth, at least fifty percent of the area covered by non-turf landscaping will consist of water efficient vegetation.

c. The maximum amount of turf allowable pursuant to Subparagraph (a) may be increased proportionally by the percentage of water used for irrigation that comes from a source to which the property owner has secured water rights.

8. Landscape Materials

Landscaping shall include drought-resistant and water efficient plant materials consistent with the Southern Nevada Water Authority xeriscape guidelines and the turf limitations of Paragraph (7).

Where perimeter landscape buffers are indicated the following are the requirements for landscape material:

a. Trees shall be spaced within the required buffer zones in accordance with Table 2 below, with trees to be spaced on center.

Table 2 – Landscape Buffer – Tree Spacing

Use	Standard
Commercial	1-24" box tree per 20 linear feet [1]
Industrial	1-24" box tree per 20 linear feet [1]

Footnotes:

1. *Where adjacent to any other commercial or industrial lot or right-of-way classified as a freeway, the spacing maybe increased to 1-24" box tree per 30 linear feet.*

b. Shrub Requirements. Shrubs are required in all buffer areas, with a minimum of four 5-gallon shrubs required for every required tree.

c. Ground Cover Requirements. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, without limitation, rocks and small stones, crushed rock and bark, installed to a minimum depth of two inches in all areas.

9. Buffer Zone Encroachments

The following encroachments are permitted within required buffer zones:

a. Driveways (curb cuts) that are located perpendicular or approximately perpendicular to the street right-of-way.

b. Sidewalks that are located perpendicular or

Illustrations & Graphics 19.08.040(F)

FIGURE 1 - STANDARD PLANTING REQUIREMENT

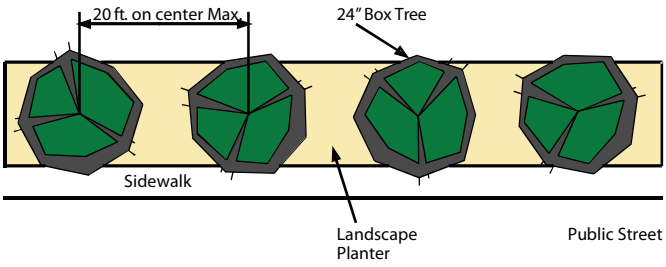
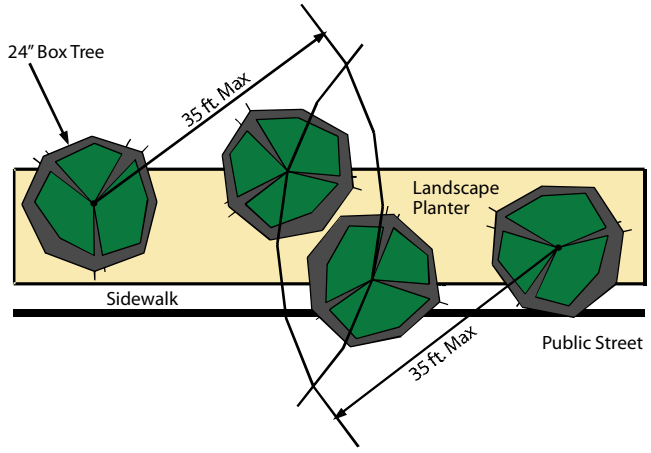
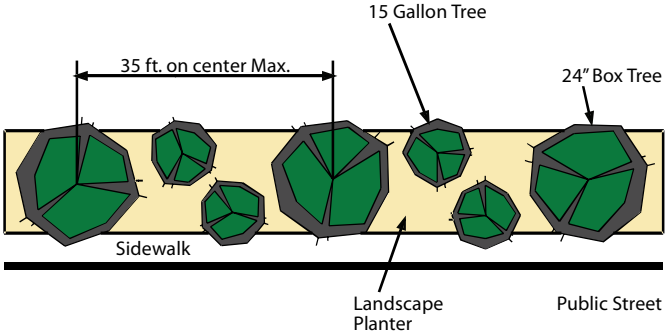


FIGURE 2 - STANDARD PLANTING REQUIREMENT ALTERNATIVE 1



CLUSTERED PLANTING: CLUSTERING OF TREES IS ALLOWED IF: 1) THE TOTAL NUMBER OF TREES EXCEEDS THE MINIMUM REQUIREMENT BY AT LEAST ONE TREE; AND 2) THE SPACING BETWEEN ANY TWO TREES DOES NOT EXCEED THIRTY-FIVE FEET.

FIGURE 3 - STANDARD PLANTING REQUIREMENT ALTERNATIVE 2



VARIABLE SIZE PLANTING: ONE TWENTY-FOUR INCH BOX DECIDUOUS TREE, EVERGREEN TREE, OR FIFTEEN FOOT PALM TREE FOR EVERY THIRTY-FIVE LINEAR FEET OF PLANTER, PLUS ONE EXTRA TREE OF SIMILAR SIZE TO PROVIDE COVERAGE AT EACH END OF PLANTERS. THE SPACING OF SUCH TREES SHALL NOT EXCEED THIRTY-FIVE FEET ON CENTER. IN ADDITION, TWO FIFTEEN GALLON DECIDUOUS TREES, EVERGREEN TREES, OR PALM TREES ARE REQUIRED FOR EVERY THIRTY-FIVE LINEAR FEET OF PLANTER, TO BE LOCATED BETWEEN THE TREES PLANTED PURSUANT TO THE PRECEDING SENTENCE. THE FIFTEEN GALLON TREES MAY BE EITHER SPACED REGULARLY OR GROUPED IN BETWEEN THE LARGER TREES.

approximately perpendicular to the street right-of-way.

10. Utility Boxes and Installations

a. Along streets that border a residential subdivision, all utility boxes and above-ground utility installations, other than utility poles, that are in excess of twenty-seven cubic feet in size and that are to be placed outside the right-of-way shall be installed with landscaping on two sides, with one side being available for access by utility companies. The landscaping must include tall grasses and/or shrubbery which, at maturity, will provide adequate screening of the utility structures.

b. Within proposed trail corridors that are identified in the Master Plan Transportation Trails Element and the Master Plan Recreation Trails Element, no utility box or above-ground utility installation, other than a utility pole, that is in excess of twenty-seven cubic feet in size (excluding pad and concrete collars) shall be allowed. In addition, all utility boxes to be placed immediately adjacent to a trail corridor shall be placed so that the access doors open parallel to the trail corridor and are accessible without the need to cut down or reduce the effectiveness of the landscaping within the trail area.

11. Parking Lot Landscaping. Landscaping within parking lots shall be in accordance with LVMC 19.08.110(C)(12) .

12. Landscaping of Plazas. Any pedestrian open space/plaza that abuts a blank wall shall include a minimum five-foot wide landscaped area next to the wall to soften and screen the wall and increase pedestrian comfort and interest. Landscaping plans shall take into consideration site-specific geotechnical recommendations that may require additional protection to prevent infiltration of water into unsuitable soils. Applicants are strongly encouraged to design the outside wall of planters in such a manner that they might also be used for seating.

a. Landscaping for the above purpose shall reach a minimum height at maturity of five feet.

b. If such landscaping is installed within a raised planter, the height of the planter shall not exceed two feet six inches in height, and

the height of the planter may be included in measuring the minimum height of the required landscaping.

13. Deviations

a. The Planning Commission or City Council may grant a waiver to deviate from the standards set forth in Paragraph (1) through (7) as part of a Site Development Plan Review if the applicant can show through convincing and substantial evidence that the waiver will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the proposed project will substantially meet the intent of the standard, and the granting of the waiver will not detrimentally affect the public health, safety or general welfare.

b. An exception or modification from the standards set forth in Paragraph (8) through (12) may be approved upon the request of an applicant if the applicant can show through convincing and substantial evidence that the exception or modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the proposed project will substantially meet the intent of the standard, and the granting of the exception or modification will not detrimentally affect the public health, safety or general welfare. Such an exception or modification may be granted by the Director in connection with the approval of a Site Development Plan Review. In cases where the Director does not approve a requested exception or modification, the request may be acted upon by the Planning Commission or City Council, the request for exception or modification need not be identified as a separate action item, and disposition of the request may be incorporated into the action on the Site Development Plan Review. Notice of action on the request for exception or modification may be incorporated into the notice of decision regarding the Site Development Plan Review.

G. Fences and Walls

In addition to the standards listed for fences and walls in the tables provided for each district, development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Front Yard Screen Wall Prohibition. No screen wall shall be built in the front yard of a residential property.

2. Perimeter and Screen Walls

a. General. There is no requirement to construct a wall or fence. However, all perimeter or screen walls and fences must comply with applicable building code requirements. The height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

3. Fences, Walls and Architectural Character

a. Perimeter walls. Perimeter walls, end walls, return walls and common area walls shall be decorative and shall be installed by the developer. Acceptable decorative wall materials include, without limitation, stone, decorative block, slump, stone, and wrought iron, and shall have a minimum percentage of contrasting material as indicated for each district. The contrasting material requirement may be fulfilled by contrasting color, or a combination of contrasting material and contrasting color, if approved by the Department in its discretion. All walls shall include such detail variations as may be required by the Department, including pilaster, decorative caps, decorative iron cutouts or fluted blocks. Any decorative materials or ironwork attached to the top of a perimeter wall shall not encroach into public rights-of-way or abutting properties. Pilasters, if used, shall have a maximum spacing of twenty-four feet on center. All perimeter walls shall:

i. Match the design of abutting perimeter walls. The established wall design shall be continued until the next street intersection. In cases where the existing wall is considered by the Director to be of unacceptable design, the design shall not be carried beyond the next street intersection unless a transitional wall area designed to soften the differences between the walls is constructed; and

ii. Be maintained by the property owner, the developer, a business association or other similar organization, or by such other means as may be approved by the City.

b. Retaining Walls. Retaining walls which are visible from adjacent properties or rights-of-way shall be decorative and shall be installed by the developer. Acceptable materials for retaining wall construction include split-face block, decorative block, slump stone, stone,

caliche rock, colored or exposed aggregate, and textured-finish concrete. All walls shall include detail variations such as pilasters, decorative caps, or fluted blocks. All walls shall be maintained by the property owner, the developer, a business association or other similar organization, or by such other means as may be approved by the City. In cases where the height of a retaining wall exceeds four feet, a minimum of five shrubs of a five-gallon size, and five shrubs of a one-gallon size, for each twenty feet of linear planting area shall be planted in the area at the base of the wall. In cases where there are multiple-stepped retaining walls, a minimum of five shrubs of a five-gallon size, and five shrubs of a one-gallon size, for each twenty feet of linear planting area shall be planted in the area between the walls and at the base of the lowest wall. A minimum planting area of four feet is required between the retaining walls.

c. Wall Separation. Where a screen or perimeter walls abuts another screen or perimeter wall, the separation shall either be:

i. A minimum of three feet from face of wall to face of wall, with access provided to the area between the walls for maintenance; or

ii. A maximum of eight inches, with the resulting gap between the walls to be filled and capped with a cementitious material that:

A) Will not increase the load on the walls; and

B) Has been approved by the Department and the Department of Building and Safety.

4. Materials. Unless otherwise approved as part of an overall development plan, the following materials shall not be acceptable for use as screen or perimeter walls:

a. Chainlink or open wire fencing (except as temporary construction fencing);

b. Razor wire or barber wire (except as may be approved under the procedures set forth in the City's Building Code);

c. Corrugated metal;

d. Bright colored plastic; and

e. Untextured or unfinished concrete or block (CMU) walls.

H. Residential Adjacency Standards

1. Applicability

a. All property to be developed for nonresidential use that is located adjacent to property which is zoned R-E, R-1 or R-CL, unless such adjacent property is developed with a nonresidential use, shall conform to the residential adjacency standards set forth in this Subsection.

b. For purposes of this Subsection:

i. Property is "adjacent" to other property if the properties share a common property line or are separated only by a street right-of-way or easement.

ii. "Property subject to the standards for this Subsection" means the property that is described in Subparagraph (a) of this Paragraph (1) that must conform to the residential adjacency standards of this Subsection.

iii. "Protected property" means residential property that is developed for sale or designated for such development, and single-family residential property, as those types of property are described in Subparagraph (a) of this Paragraph (1).

2. Building Height And Setback Requirements

a. Proximity Slope

i. Except as otherwise provided in this Paragraph (2), no building subject to the standards of this Subsection shall exceed the height of a line drawn from the property line of a protected property at a 3:1 slope directly into the property subject to the standards of this Subsection. For example, a 100-foot high building must be set back 300 feet from the property line of the protected property, if both the property line of that property and the grade of the building subject to the standards of this Subsection are at the same elevation. The Proximity Slope limitation contained in this Subparagraph (a) applies to architectural projections above rooflines.

ii. The Proximity Slope limitation contained in Subparagraph (a) does not apply when non-residential buildings, such as schools and churches, are built on the protected property.

iii. Notwithstanding the Proximity Slope limitation contained in Subparagraph (a), a one story building up to 15 feet in height may be constructed to the applicable setback line that is established for the zoning district in which the property subject to the standards of this Subsection is located or which is established by Paragraph (d) of this Subsection (2).

b. Changes in Grade. Notwithstanding the Proximity Slope limitation contained in Paragraph (a) above, if the natural slope of the ground rises or falls from the point of origin of the slope line, the actual building height may be greater or lesser by the difference in grade.

c. Exceptions

i. The following structures may project a maximum of 12 feet above the Proximity Slope:

A) Chimney and vent stacks.

B) Roof structures for the use of solar panel units, elevators, stairs, tanks, ventilation and similar necessary mechanical equipment.

C) Visual screens which surround mounted mechanical equipment.

D) Skylights.

E) Whip and mounted antennas.

ii. Church steeples, utility transmission lines and towers, wireless communication facilities when attached to a utility transmission line pole or tower, small wind energy systems, and municipal utility facilities such as water towers are exempt from the maximum height provisions.

d. Building Setback. In addition to the required building setback line, no building setback on property subject to the standards of this Section shall be less than the required building setback for the protected property.

e. Waiver. The requirements of this Paragraph (2) may be waived by the City Council for:

i. Any mixed-use development that contains a significant residential element.

3. Spill-Over Lighting

a. Lighting Standard. No lighting from a property subject to the standards of this Section shall create greater than 0.5 of one foot-candle at the property line of a protected property.

b. Redirecting/Screening of Light Sources. All sources of light, including security lighting, illuminated signs, vehicular headlights and other sources, shall be directed away from protected property or screened so that the light level above is not exceeded.

4. Trash Receptacles

Garbage storage areas for properties subject to the standards of this Section shall be screened and odor controlled, and trash pick up shall be scheduled to minimize any impact on protected properties. In addition, trash receptacles shall be located a minimum of 50 feet from any property line of a protected property.

5. Exclusions

a. Higher Ambient Light Levels. Where existing ambient light levels from multiple sources already exceed the standards, the subject source may not increase the existing light levels, unless approved in connection with the approval of a Site Development Plan.

I. Downtown Centennial Plan Overlay District

All structures located in the Downtown Centennial Plan Overlay District are exempted from the automatic application of the building height, building setback and lot coverage provisions of this Chapter, including the Residential Adjacency Setback provided, however, that this exemption does not prohibit the City Council from imposing a building height, setback or lot coverage requirement in connection with the approval of a Site Development Plan.

19.08.050

P-O PROFESSIONAL OFFICE

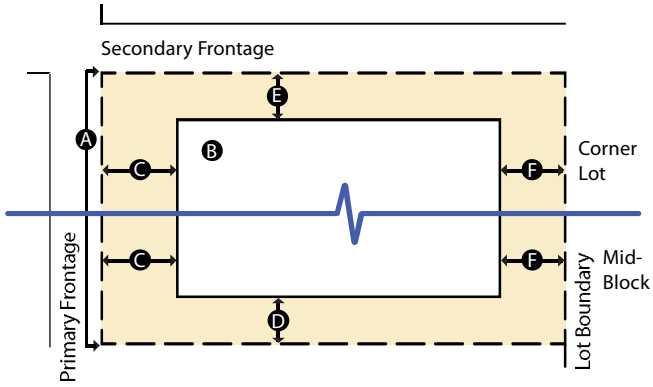
The P-O District is intended to allow for office uses in an area which is predominantly residential but because of traffic and other factors is no longer suitable for the continuation of low density residential uses. This district is designed to be a transitional zone to allow low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact. To decrease the impact to adjacent residential uses, single family structures should be retained or new development in the P-O District should be constructed to maintain a residential character. The P-O District is consistent with the Office category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Width	60 feet
B.	Max. Lot Coverage	50% [1]
C.	Minimum Front Yard Setback	20 feet [2]
D.	Minimum Side Yard Setback	5 feet [2]
E.	Minimum Corner Side Yard Setback	15 feet [2]
F.	Minimum Rear Yard Setback	15 feet [2, 3]

Footnotes:

1. *Lot coverage for mixed-use developments may be increased up to a maximum of seventy-five percent of the net lot area upon the approval of a Site Development Plan Review application in accordance with LVMC 19.16.100.*
2. *A conversion from an existing residential structure may maintain the existing setbacks. Any additions may also be constructed to the existing established corner setback.*
3. *Rear yard setbacks may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

FIGURE 1 - BUILDING PLACEMENT



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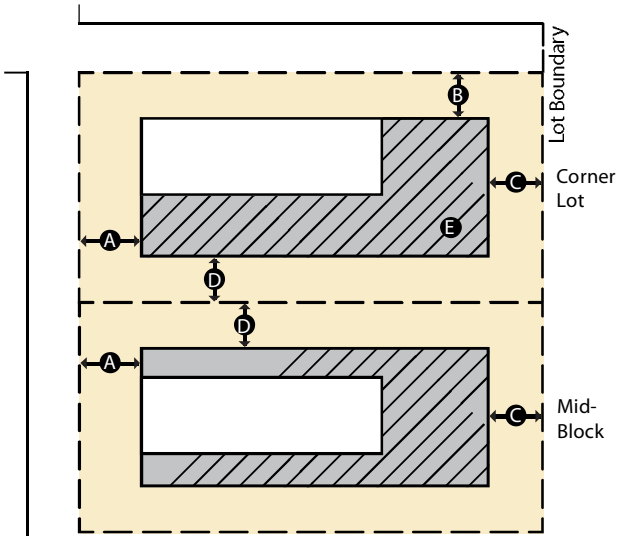
P-O
19.08.050

FIGURE 2 - ACCESSORY STRUCTURES

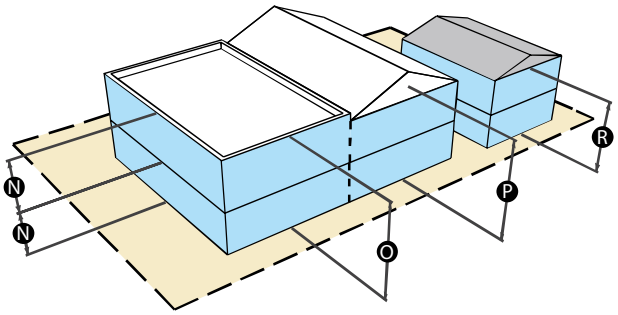


ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Minimum Front Yard Setback	20 feet
B.	Minimum Corner Side Yard Setback	15 feet
C.	Minimum Rear Yard Setback	8 feet
D.	Minimum Side Yard Setback	5 feet
E.	Size and Coverage	Not to exceed the aggregate floor area of the principal structure [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all structures (excluding carports and detached trash enclosures) shall not exceed the percentage of lot coverage permitted.*

FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT [1] (see Figure 3)		TABLE 3
N.	Stories	2 max
O.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
P.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
R.	Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal structure, whichever is less

Footnotes:

1. *Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 4)		TABLE 4
A.	Landscape Buffer - Minimum Zone Depths	15 feet - Adjacent to Right-of-Way 8 feet - Interior Lot Lines [1]

B.	Primary Structure	
C.	Turf Coverage	25% of landscapable area
D.	Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

Footnotes:

1. *When building setbacks are less restrictive, the setbacks shall prevail.*

PARKING [1] (see Figure 4)		TABLE 5
E.	Minimum On-site Parking Requirement [2]	Shall be as outlined in LVMC 19.12.160 based on the approved use

Footnotes:

1. *Shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Handicapped parking shall be calculated as provided for in LVMC 19.18.030(E).*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 5)		Table 6
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Pilaster height	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]		
F.	Maximum secondary wall height	2 feet
G.	Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 5).*

FIGURE 4 - LANDSCAPE BUFFER AND TURF LIMITATIONS

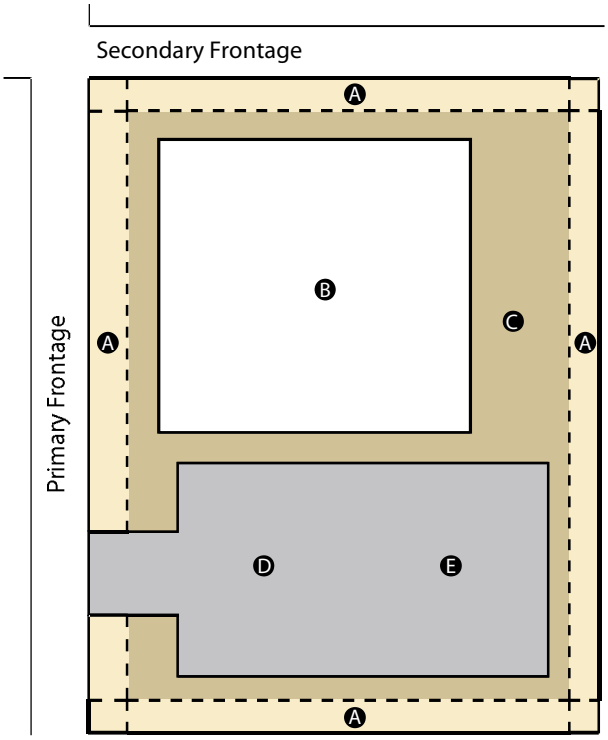
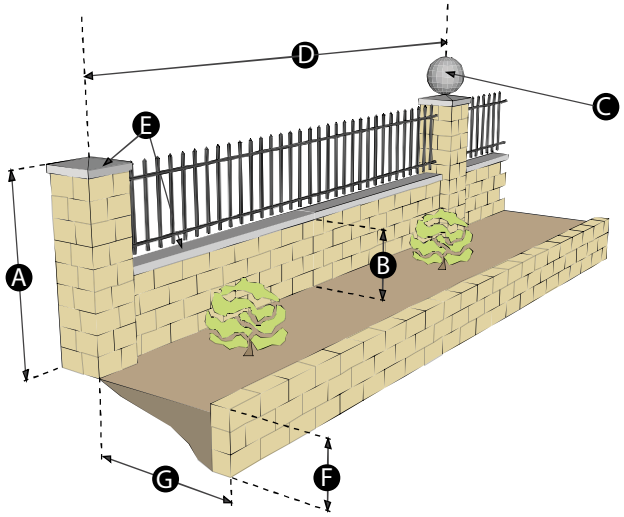


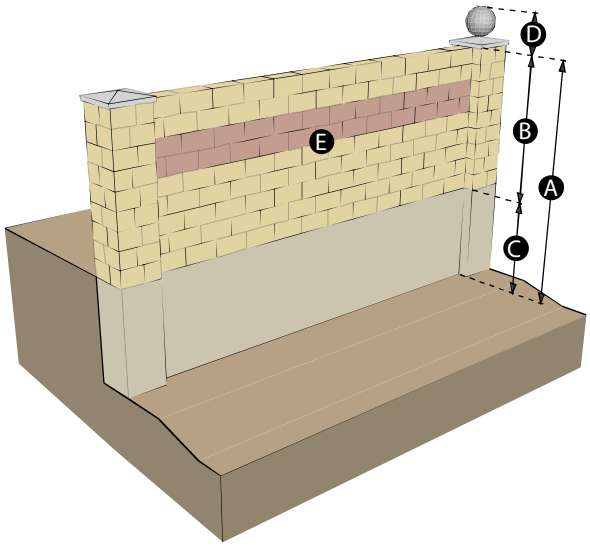
FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



Illustrations & Graphics

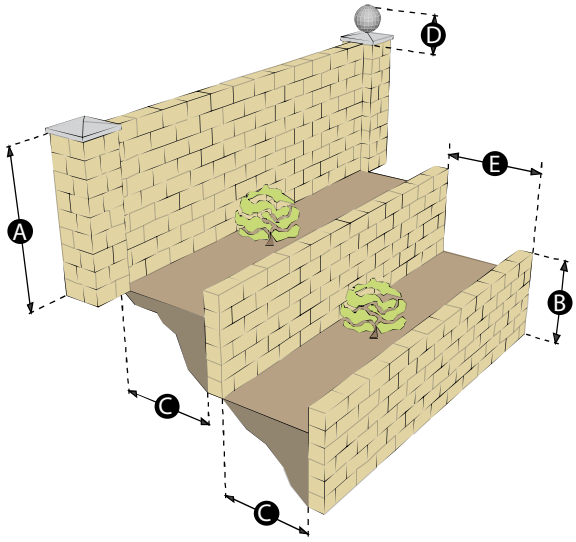
P-O
19.08.050

FIGURE 6 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%

FIGURE 7 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 7)	Table 8
A. Maximum Primary wall Height	6 - 8 feet
B. Maximum Secondary wall Height	4 feet
C. Minimum spacing between wall sections - Inside Dimensions	4 feet
D. Maximum Pilaster Height	18 inches
E. Minimum spacing between wall sections - Outside Dimensions	5 feet

19.08.060

O OFFICE DISTRICT

The Office District is designed to provide for the development of office uses, supporting service uses and low intensity commercial uses performing administrative, professional and personal services. These may be small office buildings developed in a cluster with an internal traffic circulation system or one larger office building. This district may be used as a buffer between residential and more intense retail/commercial uses. The O District is consistent with the Office category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Width	100 feet
B.	Max. Lot Coverage	30% [1]
C.	Minimum Front Yard Setback	25 feet
D.	Minimum Side Yard Setback	10 feet
E.	Minimum Corner Side Yard Setback	15 feet
F.	Minimum Rear Yard Setback	15 feet [2]

Footnotes:

1. *Lot coverage for mixed-use developments may be increased up to a maximum of seventy-five percent of the net lot area upon the approval of a Site Development Plan Review application in accordance with LVMC 19.16.100.*

2. *Rear yard setbacks may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Minimum Front Yard Setback	25 feet
B.	Minimum Corner Side Yard Setback	15 feet
C.	Minimum Rear Yard Setback	8 feet
D.	Minimum Side Yard Setback	5 feet
E.	Size and Coverage	Not to exceed the aggregate floor area of the principal structure [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all structures (excluding carports and detached trash enclosures) shall not exceed the percentage of lot coverage permitted.*

FIGURE 1 - BUILDING PLACEMENT

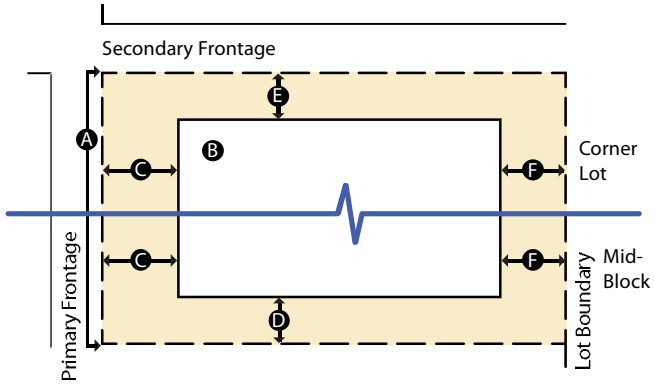
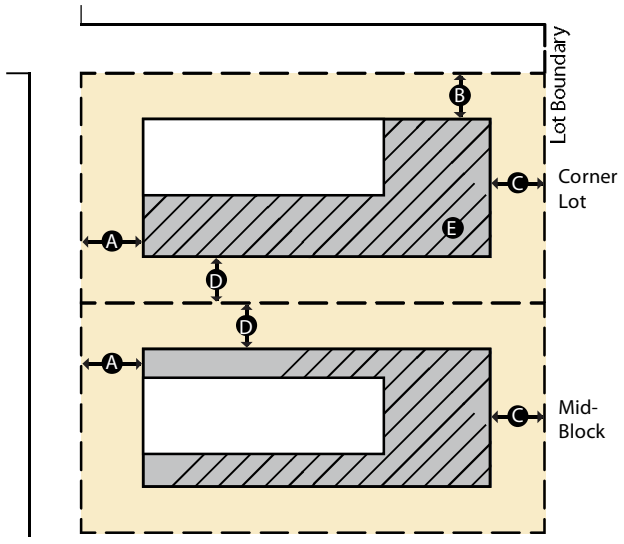


FIGURE 2 - ACCESSORY STRUCTURES



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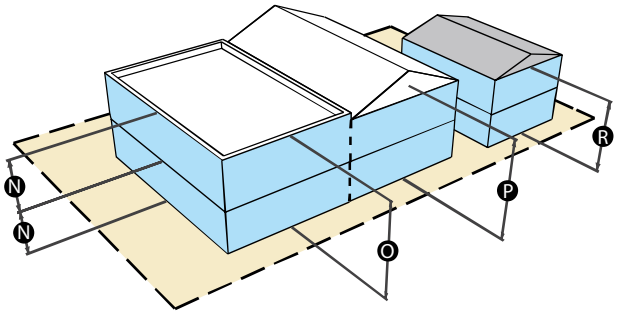
19.08.060

FIGURE 3 - BUILDING HEIGHT

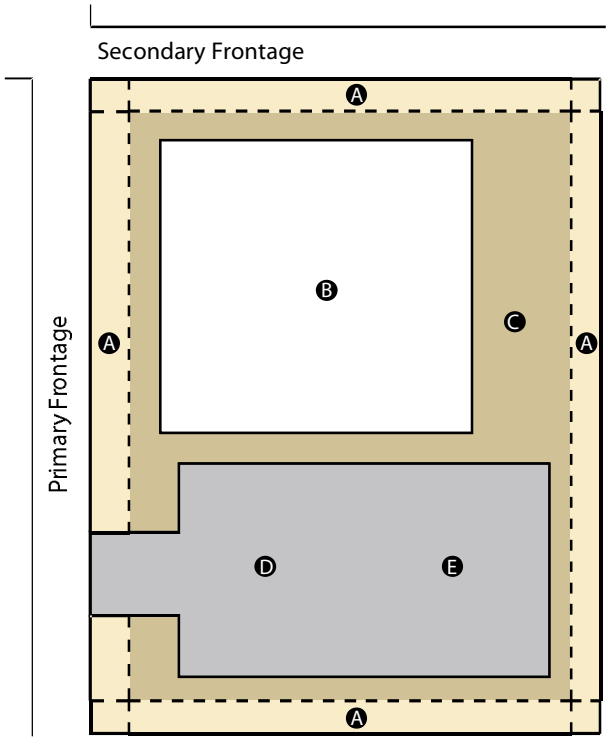


BUILDING HEIGHT [1] (see Figure 3)	TABLE 3
N. Stories	2 max
O. Flat Roof - Max. Height	35 feet measured to the top of the roof coping
P. Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
R. Accessory Bldg. - Stories	Not to exceed 2 stories, 35 feet in height or the height of the principal structure, whichever is less

Footnotes:

1. *Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

FIGURE 4 - LANDSCAPE BUFFER AND TURF LIMITATIONS



LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 4)	TABLE 4
A. Landscape Buffer - Minimum Zone Depths	15 feet - Adjacent to Right-of-Way 8 feet - Interior Lot Lines
B. Primary Structure	
C. Turf Coverage	25% of landscapable area
D. Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

PARKING [1] (see Figure 4)	TABLE 5
E. Minimum On-site Parking Requirement [2]	Shall be as outlined in LVMC 19.12.160 based on the approved use

Footnotes:

1. *Shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Handicapped parking shall be calculated as provided for in LVMC 19.18.030(E).*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 5)	Table 6
A. Maximum primary wall height	5 feet
B. Maximum solid wall base height	2 feet
C. Maximum Pilaster height	18 inches
D. Maximum on-center distance between Pilasters	24 feet
E. Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]	
F. Maximum secondary wall height	2 feet
G. Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 5).*

Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet

FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

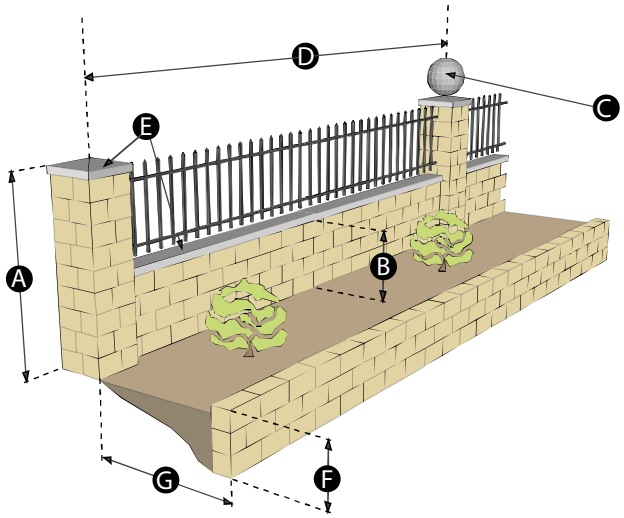
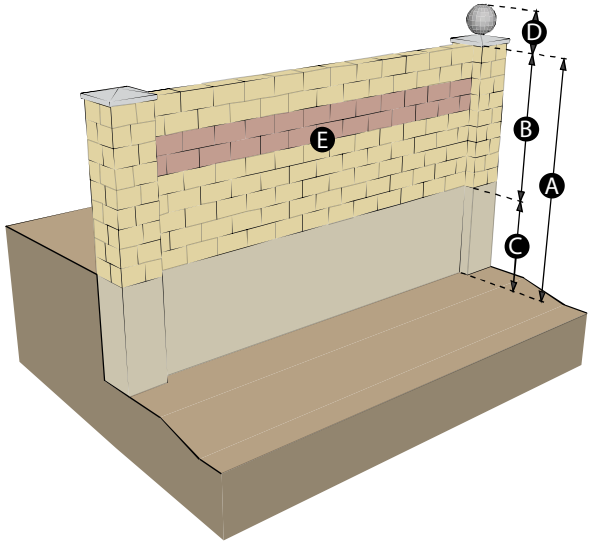


FIGURE 6 - RETAINING AND PERIMETER WALL



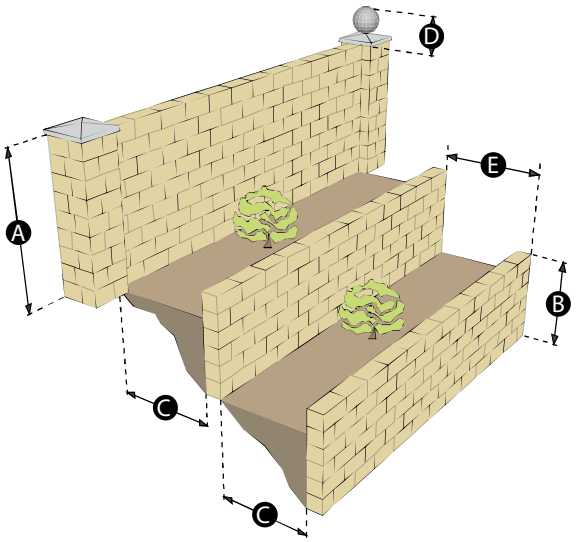
Illustrations & Graphics

O

19.08.060

C.	Maximum Retaining Wall Height	6 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%

FIGURE 7 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 7)		Table 8
A.	Maximum Primary wall Height	6 - 8 feet
B.	Maximum Secondary wall Height	4 feet
C.	Minimum spacing between wall sections - Inside Dimensions	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Minimum spacing between wall sections - Outside Dimensions	5 feet

19.08.070

C-1 LIMITED COMMERCIAL DISTRICT

The C-1 District is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 District is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

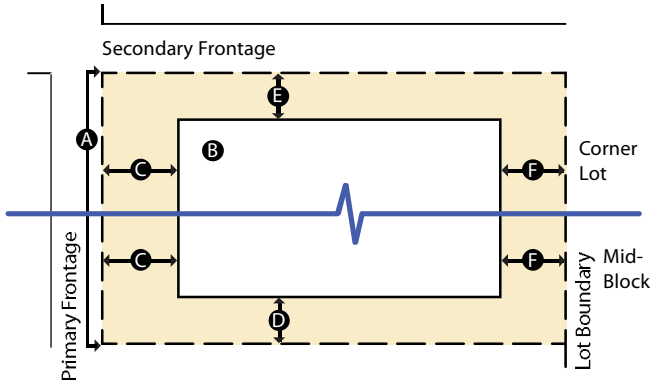
BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Width	100 feet
B.	Max. Lot Coverage	50% [1, 2]
C.	Minimum Front Yard Setback	10 feet
D.	Minimum Side Yard Setback	10 feet
E.	Minimum Corner Side Yard Setback	10 feet
F.	Minimum Rear Yard Setback	20 feet [3]

Footnotes:

1. *Senior citizen apartments may be permitted to exceed the lot coverage limitation upon approval of a Site Development Plan Review application in accordance with LVMC 19.16.100*
2. *Lot coverage for mixed-use developments may be increased up to a maximum of seventy-five percent of the net lot area upon the approval of a Site Development Plan Review application in accordance with LVMC 19.16.100.*
3. *Rear yard setbacks may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

Illustrations & Graphics **C-1 19.08.070**

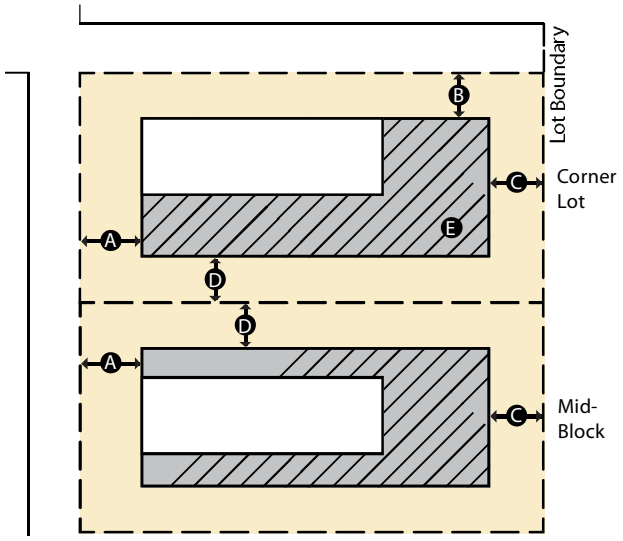
FIGURE 1 - BUILDING PLACEMENT



Illustrations & Graphics

C-1
19.08.070

FIGURE 2 - ACCESSORY STRUCTURES

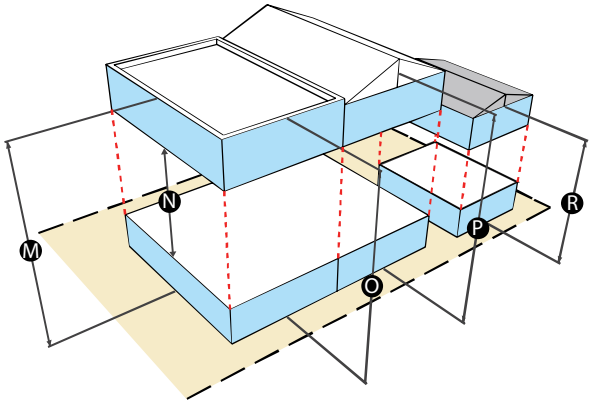


ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Minimum Front Yard Setback	20 feet
B.	Minimum Corner Side Yard Setback	15 feet
C.	Minimum Rear Yard Setback	8 feet
D.	Minimum Side Yard Setback	5 feet
E.	Size and Coverage	Not to exceed the aggregate floor area of the principal structure [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all structures (excluding carports and detached trash enclosures) shall not exceed the percentage of lot coverage permitted.*

FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT [1] (see Figure 3)		TABLE 3
M.	Stories	NA [2]
N.	Floors	NA [2]
O.	Flat Roof - Max. Height	NA [2]
P.	Pitched Roof - Max. Height	NA [2]
R.	Accessory Bldg. - Stories	Not to exceed the height of the principal structure

Footnotes:

1. *Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*
2. *For parcels that are outside the Neighborhood Revitalization Area, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of the foregoing, the "Neighborhood Revitalization Area" means the area so designated in the Las Vegas 2020 Master Plan adopted by Ordinance No. 5250, as the boundaries of that area may be amended from time to time*

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 4)		TABLE 4
A.	Landscape Buffer - Minimum Zone Depths	15 feet - Adjacent to Right-of-Way [1] 8 feet - Interior Lot Lines

B.	Primary Structure	
C.	Turf Coverage	25% of landscapable area
D.	Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

Footnotes:

1. *When a principle structure is built at a less restrictive building setback, the setbacks shall prevail.*

PARKING [1] (see Figure 4)		TABLE 5
E.	Minimum On-site Parking Requirement [2]	Shall be as outlined in LVMC 19.12.160 based on the approved use

Footnotes:

1. *Shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Handicapped parking shall be calculated as provided for in LVMC 19.18.030(E).*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 5)		Table 6
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Pilaster height	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]		
F.	Maximum secondary wall height	2 feet
G.	Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 5).*

FIGURE 4 - LANDSCAPE BUFFER AND TURF LIMITATIONS

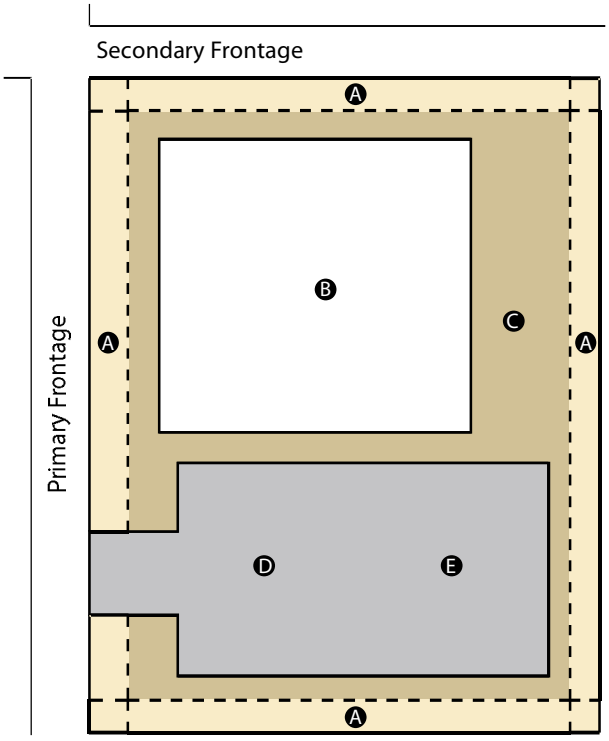
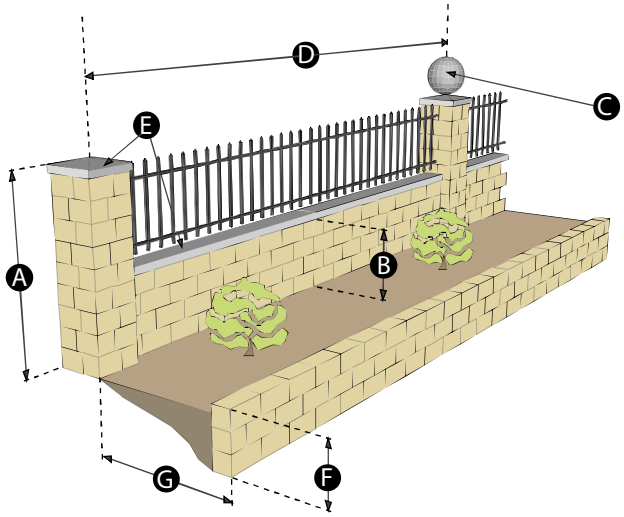


FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



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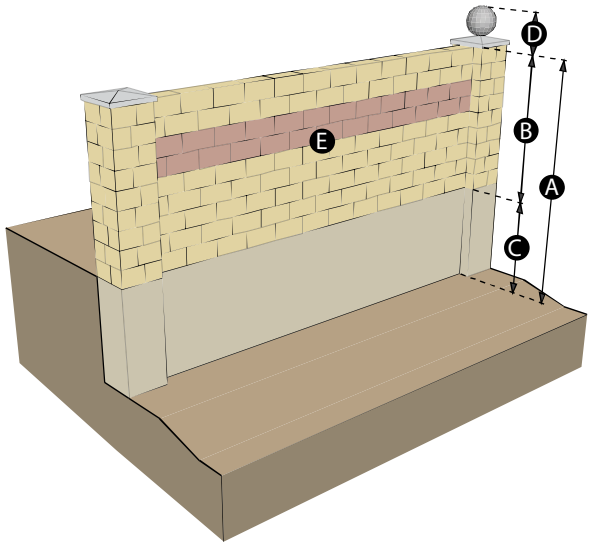
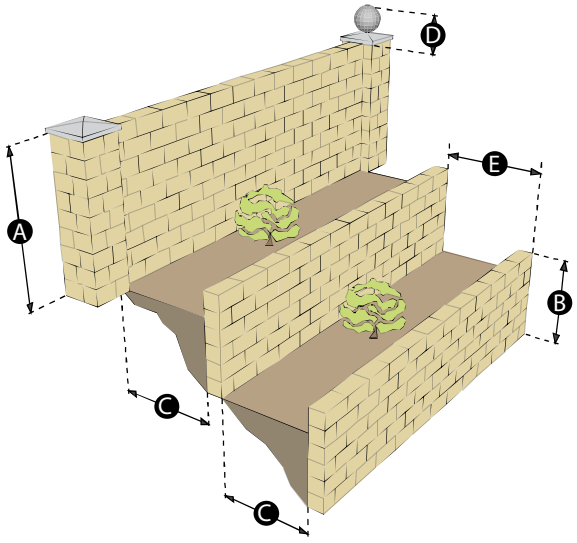
C-1
19.08.070

FIGURE 6 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%

FIGURE 7 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 7)	Table 8
A. Maximum Primary wall Height	6 - 8 feet
B. Maximum Secondary wall Height	4 feet
C. Minimum spacing between wall sections - Inside Dimensions	4 feet
D. Maximum Pilaster Height	18 inches
E. Minimum spacing between wall sections - Outside Dimensions	5 feet

19.08.080

C-2 GENERAL COMMERCIAL DISTRICT

The C-2 District is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 District is also appropriate along commercial corridors. The C-2 District is consistent with the General Commercial category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Width	100 feet
B.	Max. Lot Coverage	50% [1]
C.	Minimum Front Yard Setback	20 feet
D.	Minimum Side Yard Setback	10 feet
E.	Minimum Corner Side Yard Setback	15 feet
F.	Minimum Rear Yard Setback	20 feet [2]

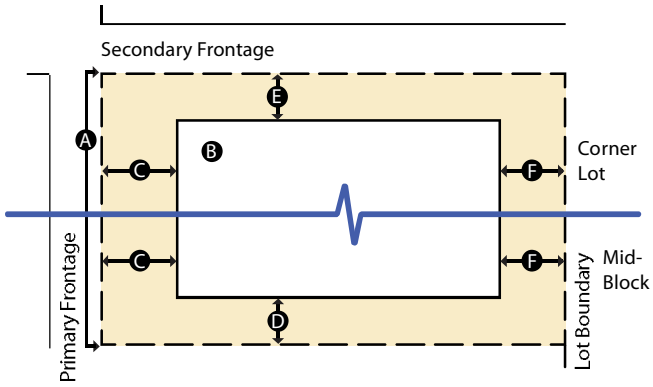
Footnotes:

1. *Lot coverage for mixed-use developments may be increased up to a maximum of seventy-five percent of the net lot area upon the approval of a Site Development Plan Review application in accordance with LVMC 19.16.100.*

2. *Rear yard setbacks may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

Illustrations & Graphics **C-2** **19.08.080**

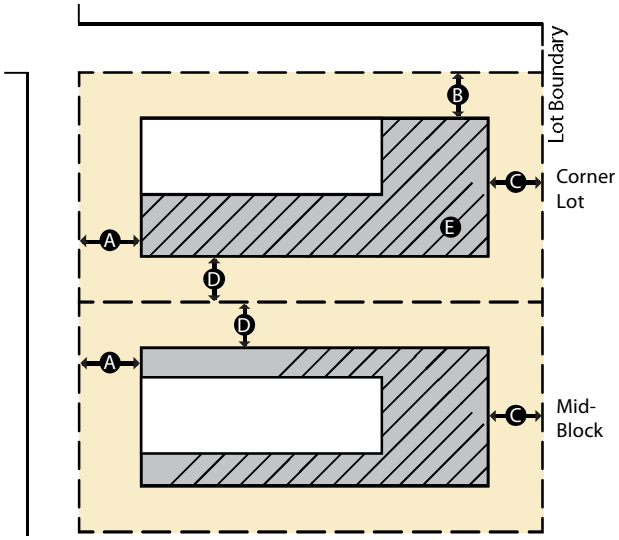
FIGURE 1 - BUILDING PLACEMENT



Illustrations & Graphics

C-2
19.08.080

FIGURE 2 - ACCESSORY STRUCTURES

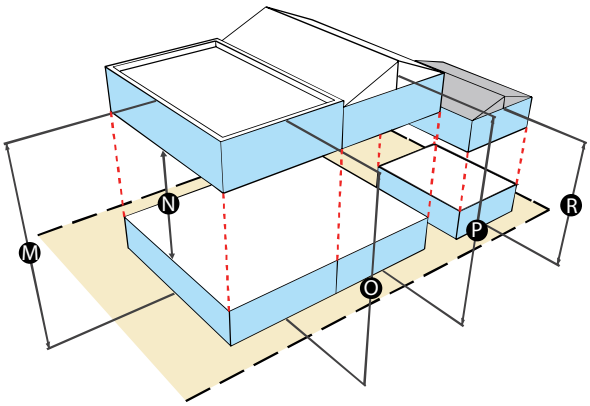


ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Minimum Front Yard Setback	20 feet
B.	Minimum Corner Side Yard Setback	15 feet
C.	Minimum Rear Yard Setback	8 feet
D.	Minimum Side Yard Setback	5 feet
E.	Size and Coverage	Not to exceed the aggregate floor area of the principal structure [1]

Footnotes:

1. *The aggregate total of the ground floor areas of all structures (excluding carports and detached trash enclosures) shall not exceed the percentage of lot coverage permitted.*

FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT [1] (see Figure 3)		TABLE 3
M.	Stories	NA [2]
N.	Floors	NA [2]
O.	Flat Roof - Max. Height	NA [2]
P.	Pitched Roof - Max. Height	NA [2]
R.	Accessory Bldg. - Stories	Not to exceed the height of the principal structure

Footnotes:

1. *Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*
2. *For parcels that are outside the Neighborhood Revitalization Area, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of the foregoing, the "Neighborhood Revitalization Area" means the area so designated in the Las Vegas 2020 Master Plan adopted by Ordinance No. 5250, as the boundaries of that area may be amended from time to time*

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 4)		TABLE 4
A.	Landscape Buffer - Minimum Zone Depths	15 feet - Adjacent to Right-of-Way 8 feet - Interior Lot Lines

B.	Primary Structure	
C.	Turf Coverage	25% of landscapable area
D.	Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

PARKING [1] (see Figure 4)		TABLE 5
E.	Minimum On-site Parking Requirement [2]	Shall be as outlined in LVMC 19.12.160 based on the approved use

Footnotes:

1. *Shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Handicapped parking shall be calculated as provided for in LVMC 19.18.030(E).*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 5)		Table 6
A.	Maximum primary wall height	5 feet
B.	Maximum solid wall base height	2 feet
C.	Maximum Pilaster height	18 inches
D.	Maximum on-center distance between Pilasters	24 feet
E.	Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]		
F.	Maximum secondary wall height	2 feet
G.	Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 5).*

FIGURE 4 - LANDSCAPE BUFFER AND TURF LIMITATIONS

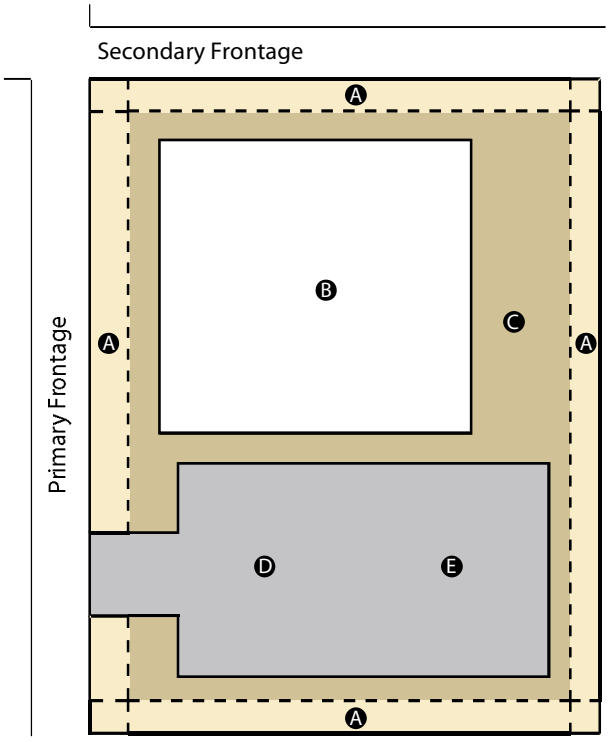
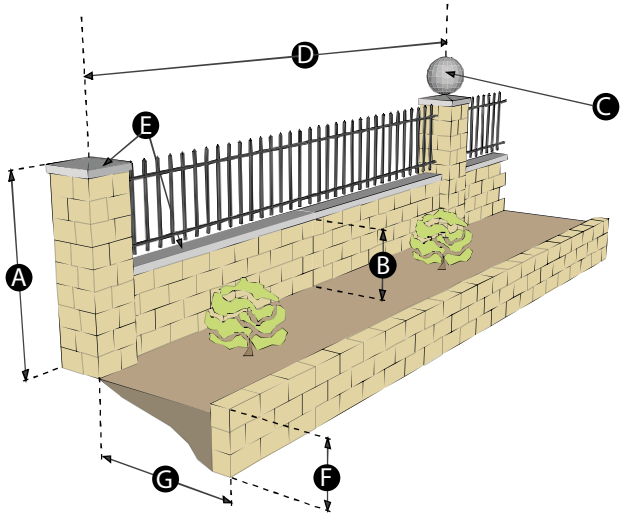


FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK



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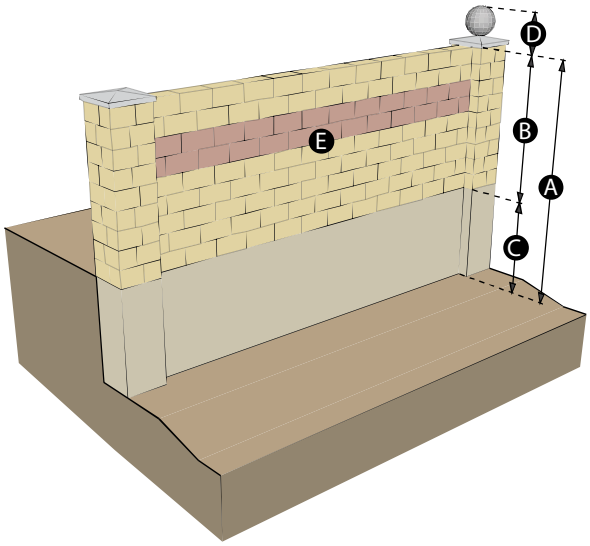
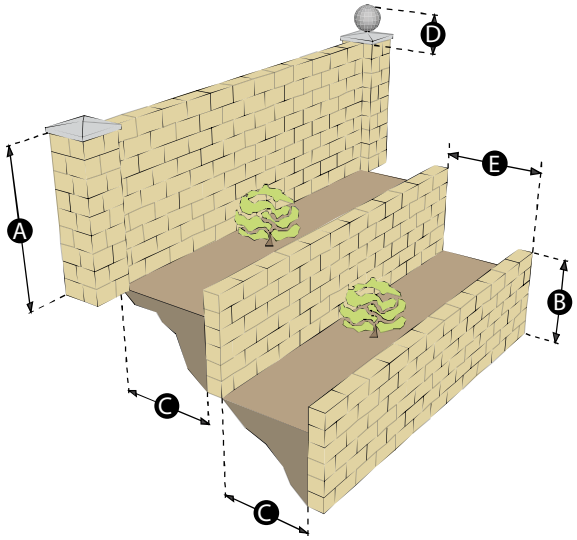
C-2
19.08.080

FIGURE 6 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%

FIGURE 7 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 7)	Table 8
A. Maximum Primary wall Height	6 - 8 feet
B. Maximum Secondary wall Height	4 feet
C. Minimum spacing between wall sections - Inside Dimensions	4 feet
D. Maximum Pilaster Height	18 inches
E. Minimum spacing between wall sections - Outside Dimensions	5 feet

19.08.090

C-M COMMERCIAL/INDUSTRIAL DISTRICT

The C-M District is a general commercial and restricted industrial district designed to provide for a variety of compatible business, warehouse, wholesale, office and limited industrial uses. This district is intended to be located away from areas of low and medium density residential development. The C-M District is consistent with the Light Industry/Research category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Width	100 feet
B.	Max. Lot Coverage	NA
C.	Minimum Front Yard Setback	10 feet
D.	Minimum Side Yard Setback	10 feet
E.	Minimum Corner Side Yard Setback	10 feet
F.	Minimum Rear Yard Setback	20 feet [1]

Footnotes:

1. *Rear yard setbacks may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Minimum Front Yard Setback	10 feet
B.	Minimum Corner Side Yard Setback	10 feet
C.	Minimum Rear Yard Setback	8 feet
D.	Minimum Side Yard Setback	8 feet
E.	Size and Coverage	Not to exceed the aggregate floor area of the principal structure

FIGURE 1 - BUILDING PLACEMENT

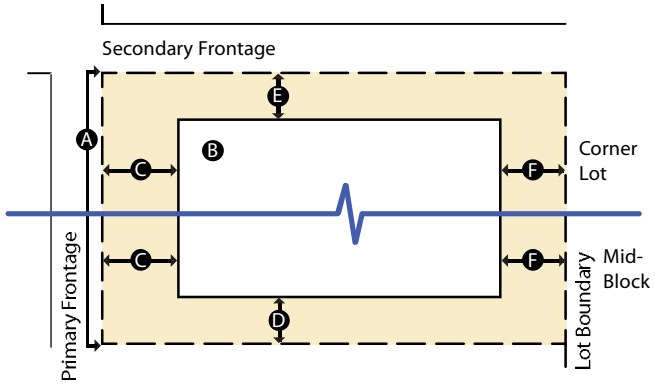
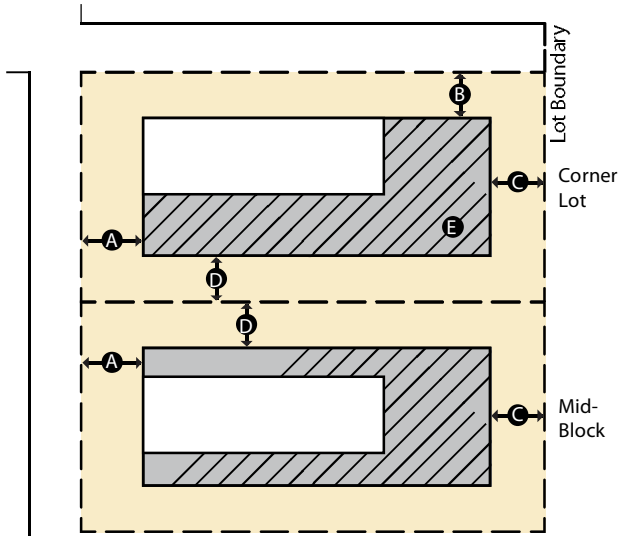


FIGURE 2 - ACCESSORY STRUCTURES



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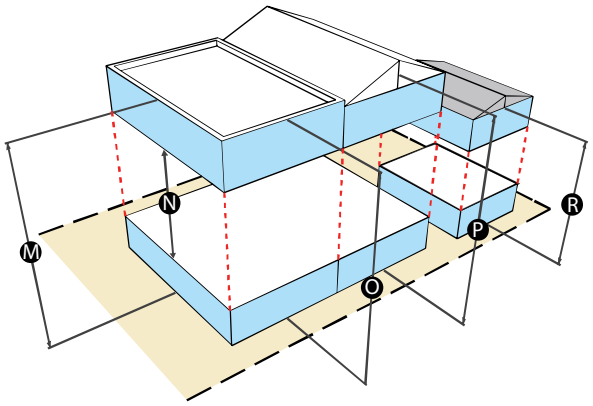
C-M
19.08.090

FIGURE 3 - BUILDING HEIGHT

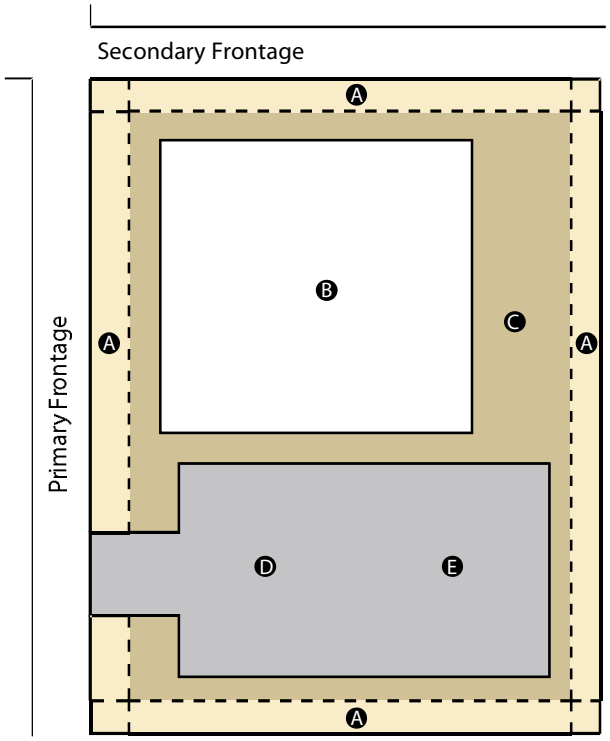


BUILDING HEIGHT [1] (see Figure 3)	TABLE 3
M. Stories	NA
N. Floors	NA
O. Flat Roof - Max. Height	NA
P. Pitched Roof - Max. Height	NA
R. Accessory Bldg. - Stories	Not to exceed the height of the principal structure

Footnotes:

1. *Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

FIGURE 4 - LANDSCAPE BUFFER AND TURF LIMITATIONS



LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 4)	TABLE 4
A. Landscape Buffer - Minimum Zone Depths	15 feet - Adjacent to Right-of-Way 8 feet - Interior Lot Lines
B. Primary Structure	
C. Turf Coverage	25% of landscapable area
D. Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

PARKING [1] (see Figure 4)	TABLE 5
E. Minimum On-site Parking Requirement [2]	Shall be as outlined in LVMC 19.12.160 based on the approved use

Footnotes:

1. *Shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Handicapped parking shall be calculated as provided for in LVMC 19.18.030(E).*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 5)	Table 6
A. Maximum primary wall height	5 feet
B. Maximum solid wall base height	2 feet
C. Maximum Pilaster height	18 inches
D. Maximum on-center distance between Pilasters	24 feet
E. Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]	
F. Maximum secondary wall height	2 feet
G. Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 5).*

Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet

FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

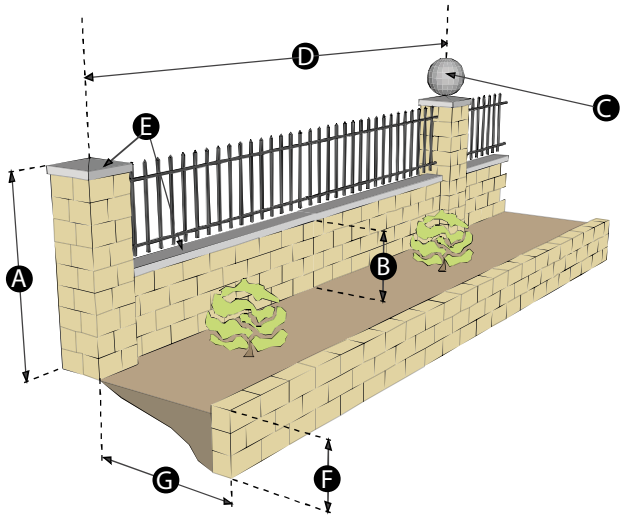
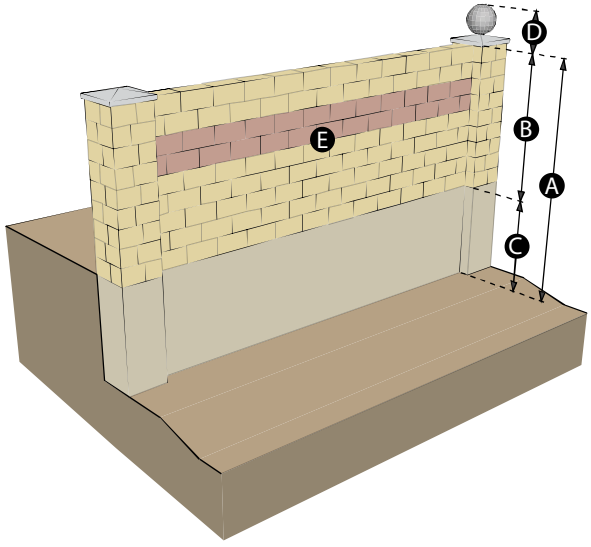


FIGURE 6 - RETAINING AND PERIMETER WALL

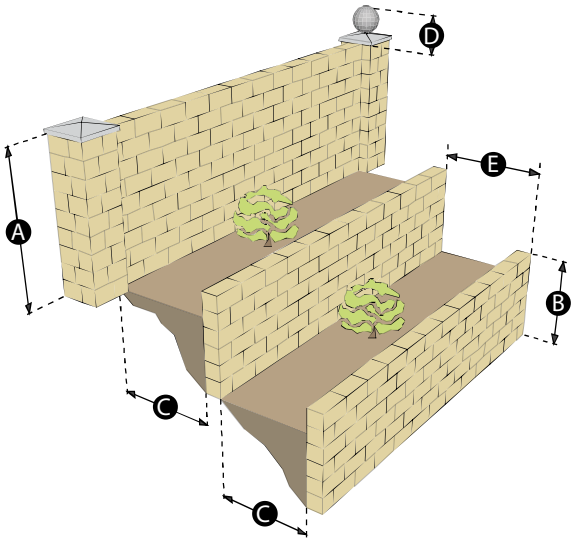


Illustrations & Graphics

C-M
19.08.090

C.	Maximum Retaining Wall Height	6 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%

FIGURE 7 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 7)		Table 8
A.	Maximum Primary wall Height	6 - 8 feet
B.	Maximum Secondary wall Height	4 feet
C.	Minimum spacing between wall sections - Inside Dimensions	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Minimum spacing between wall sections - Outside Dimensions	5 feet

19.08.100

M INDUSTRIAL DISTRICT

The M District is intended to provide for heavy manufacturing industries in locations where they will be compatible with and not adversely impact adjacent land uses. This district is intended to be located away from all residential development. The M District is consistent with the Light Industry/Research category of the General Plan.

BUILDING PLACEMENT (see Figure 1)		TABLE 1
A.	Minimum Lot Width	100 feet
B.	Max. Lot Coverage	NA
C.	Minimum Front Yard Setback	10 feet [1]
D.	Minimum Side Yard Setback	10 feet [1]
E.	Minimum Corner Side Yard Setback	10 feet [1]
F.	Minimum Rear Yard Setback	0 feet [1, 2]

Footnotes:

1. *Where adjacent to, or across the street from, a residential district, the minimum setback from the property line or the street right-of-way line shall be fifty feet. The setback area shall be maintained free and clear of all buildings or industrial uses, except that this area may be used for parking. Such parking use may include parking for industrial equipment and vehicles if parking areas are completely screened from any residential view.*

2. *Rear yard setbacks may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Minimum Front Yard Setback	10 feet
B.	Minimum Corner Side Yard Setback	10 feet
C.	Minimum Rear Yard Setback	0 feet
D.	Minimum Side Yard Setback	0 feet
E.	Size and Coverage	Not to exceed the aggregate floor area of the principal structure [1]

FIGURE 1 - BUILDING PLACEMENT

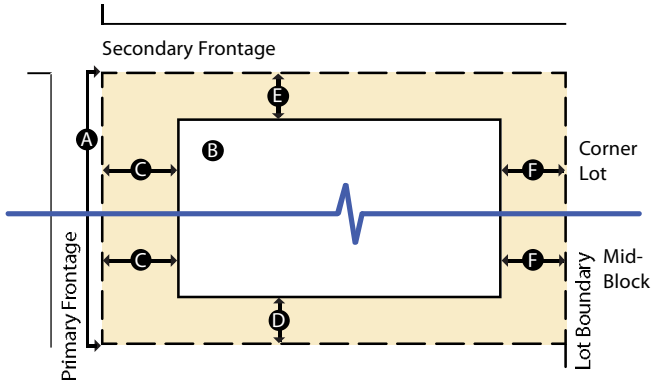
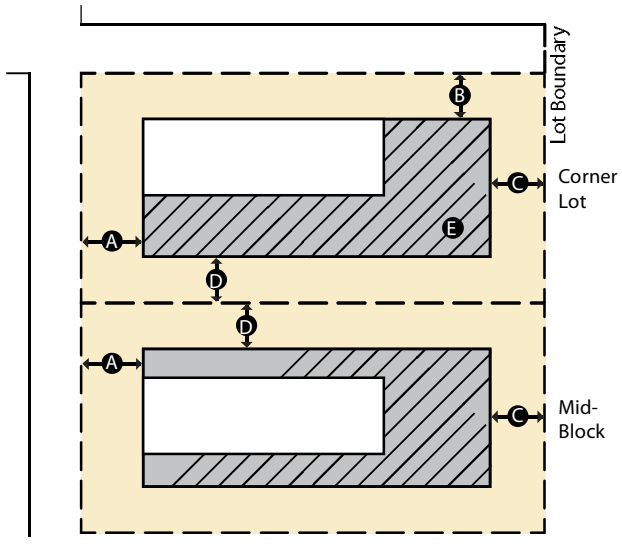


FIGURE 2 - ACCESSORY STRUCTURES



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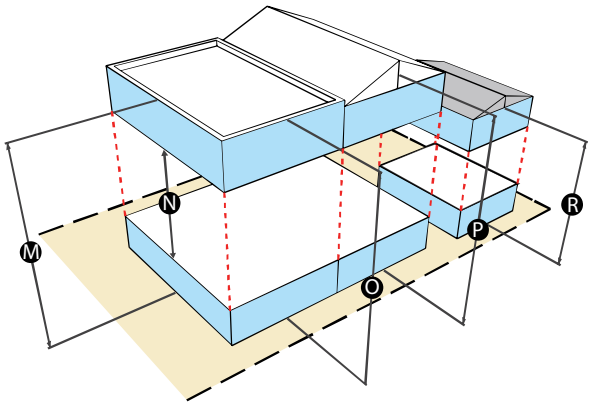
M
19.08.100

FIGURE 3 - BUILDING HEIGHT

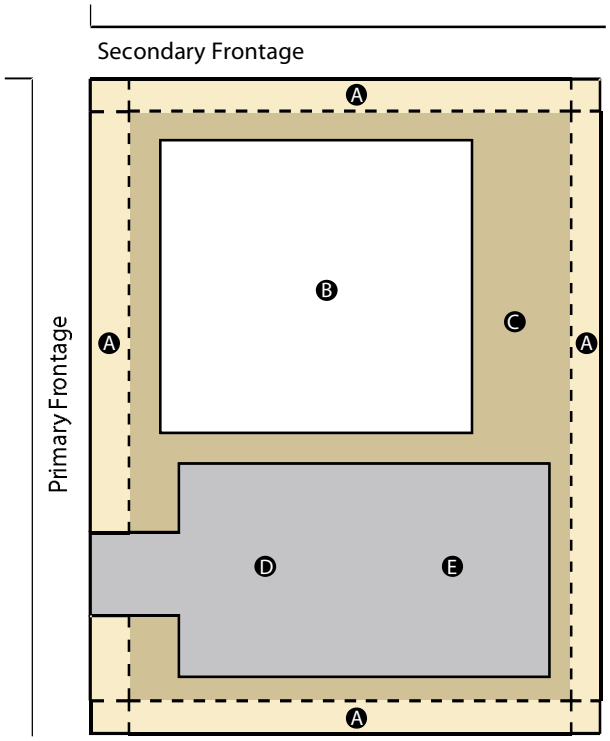


BUILDING HEIGHT [1] (see Figure 3)	TABLE 3
M. Stories	NA
N. Floors	NA
O. Flat Roof - Max. Height	NA
P. Pitched Roof - Max. Height	NA
R. Accessory Bldg. - Stories	Not to exceed the height of the principal structure

Footnotes:

1. *Building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.040(H).*

FIGURE 4 - LANDSCAPE BUFFER AND TURF LIMITATIONS



LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 4)	TABLE 4
A. Landscape Buffer - Minimum Zone Depths	15 feet - Adjacent to Right-of-Way 8 feet - Interior Lot Lines [1]
B. Primary Structure	
C. Turf Coverage	25% of landscapable area
D. Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

Footnotes:

1. *When building setbacks are less restrictive, the setbacks shall prevail.*

PARKING [1] (see Figure 4)	TABLE 5
E. Minimum On-site Parking Requirement [2]	Shall be as outlined in LVMC 19.12.160 based on the approved use

Footnotes:

1. *Shall meet the parking area design standards as outlined in LVMC 19.08.110.*
2. *Handicapped parking shall be calculated as provided for in LVMC 19.18.030(E).*

FENCES AND WALLS

Front Yard Wall/Fence (see Figure 5)	Table 6
A. Maximum primary wall height	5 feet
B. Maximum solid wall base height	2 feet
C. Maximum Pilaster height	18 inches
D. Maximum on-center distance between Pilasters	24 feet
E. Decorative Cap feature	5 inches
Front Yard Wall/Fence with Standard Stepback [1]	
F. Maximum secondary wall height	2 feet
G. Minimum spacing between wall sections - Outside Dimensions	5 feet

Footnotes:

1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 5).*

Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Overall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Pilaster Height	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Overall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet

FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

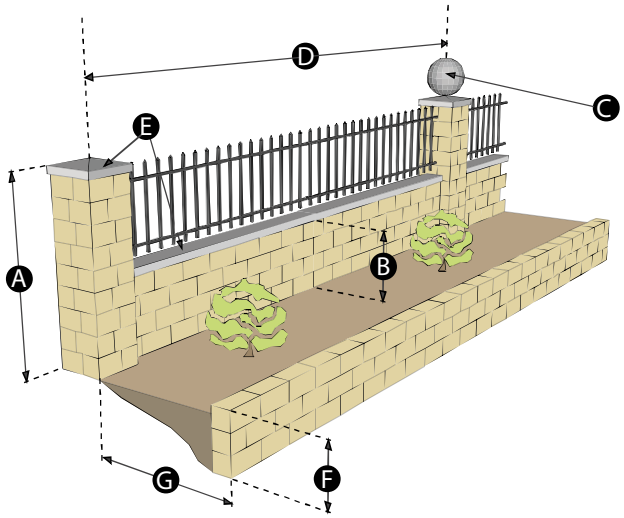
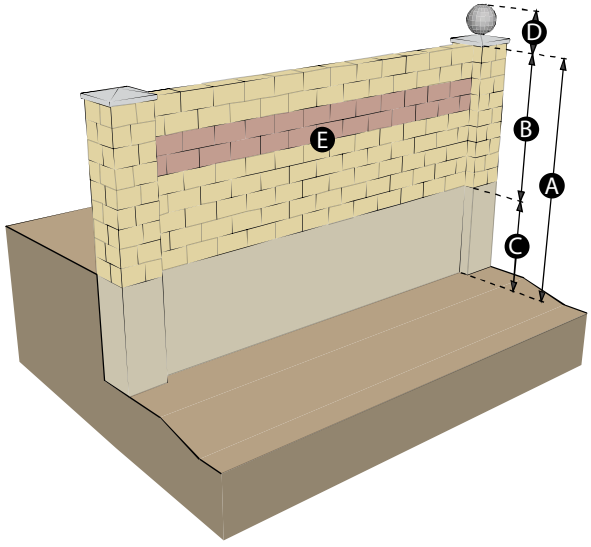


FIGURE 6 - RETAINING AND PERIMETER WALL

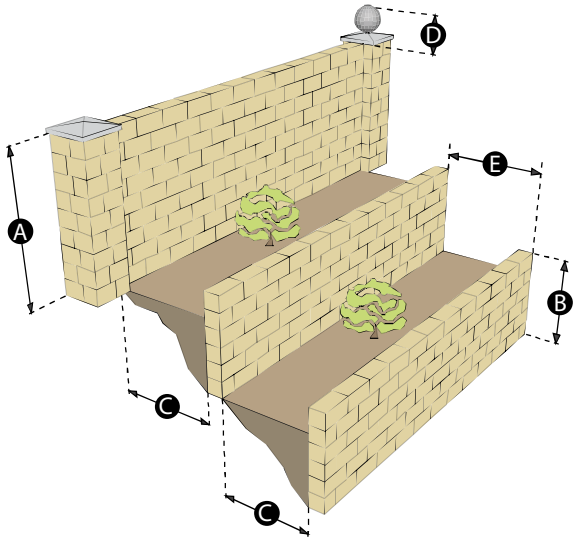


Illustrations & Graphics

M
19.08.100

C.	Maximum Retaining Wall Height	6 feet
D.	Maximum Pilaster Height	18 inches
E.	Contrasting Material	20%

FIGURE 7 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls Standard Stepback (see Figure 7)		Table 8
A.	Maximum Primary wall Height	6 - 8 feet
B.	Maximum Secondary wall Height	4 feet
C.	Minimum spacing between wall sections - Inside Dimensions	4 feet
D.	Maximum Pilaster Height	18 inches
E.	Minimum spacing between wall sections - Outside Dimensions	5 feet

19.08.110

COMMERCIAL AND INDUSTRIAL PARKING DESIGN STANDARDS

A. Purpose

The purpose of this Section is:

1. To require off-street parking facilities in proportion to the parking demand for each use;

2. To provide accessible, attractive, secure, properly lighted and well-maintained off-street parking facilities;

3. To reduce traffic congestion and hazards; and

4. To assure that maneuverability for emergency vehicles exists.

B. General Regulations

In addition to any standards listed for parking in the tables provided for each district, development on any lot subject to the standards provided in this Chapter shall conform to the following:

1. Every building or land use established, every existing building enlarged and every existing use expanded shall provide off-street parking and loading spaces in accordance with the minimum parking requirements set forth in LVMC 19.12.060 and the any other applicable requirements and standards of this Title. Existing parking and loading spaces shall not be reduced below the minimum required by this Title.

2. All on-site parking shall be provided on the same parcel as the principal use, except as permitted by the off-site parking provisions of this Title. Parking on the public right-of-way may not be counted towards satisfying the requirement for on-site parking.

3. All parking and vehicle storage areas shall occur on paved areas, except that:

   a. Parking surfaces used for temporary real estate sales offices may consist of decomposed granite, chat, reclaimed asphalt paving or other material approved by the Department of Public Works; and

   b. Areas within automobile salvage yards used for the storage of wrecked vehicles need only be oiled or otherwise protected so as to prevent a dust nuisance.

4. Except as otherwise provided in LVMC 19.12.070 or some other provision of this Title, when more than one use is to be conducted on a site, parking shall be calculated and provided for each of the uses separately.

5. When buildings are located at the front of a site, all parking shall be located to the side or rear of buildings and away from the street front unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible. Parking lots shall not be permitted on street corners unless the applicant can demonstrate by substantial and convincing evidence that to locate them elsewhere would be infeasible.

6. Large parking lots with more than five hundred parking spaces should be divided into well-landscaped, small sub-area parking lots that contain two hundred fifty or fewer parking spaces. Buildings, pedestrian walkways or landscape areas with a minimum width of fifteen feet should be used to delineate the sub-area parking lots.

7. The distribution of parking spaces for any and all individual uses will be required to be arranged on site to ensure optimal access and use by the patrons of such use.

8. Except as otherwise required by the City's Building Code, handicapped parking spaces shall be provided for all uses at the rate described in LVMC 19.18.030 (D).

C. Design of Parking Areas

1. Access. Off-street parking areas shall be provided in the following manner:

   a. All parking areas shall provide suitable maneuvering room so that all vehicles may enter an abutting street in a forward direction. The backing of a motor vehicle onto a public street from a parking area shall be prohibited, except for the following:

      i. Existing commercial and industrial facilities parking areas not exceeding two spaces per property.

      ii. Existing public and quasi-public use facilities not exceeding two spaces per property.

   b. Parking spaces for any use shall be placed in a location to facilitate use of the parking facility.

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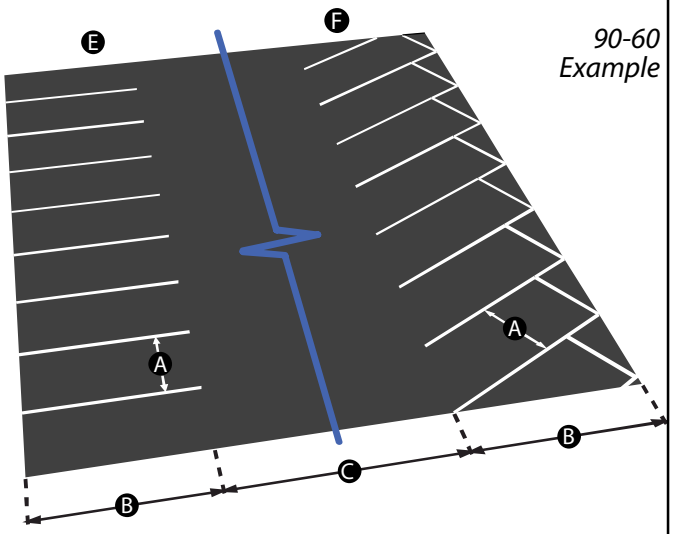
Parking 19.08.110

FIGURE 1 - ANGLE PARKING DIMENSIONS

90-60 Example



0/Parallel Example

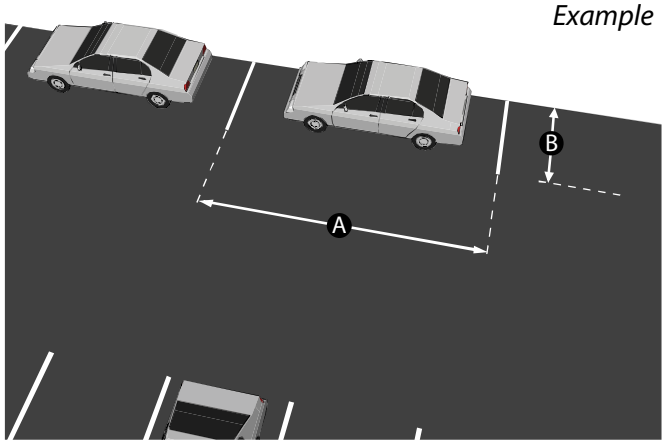
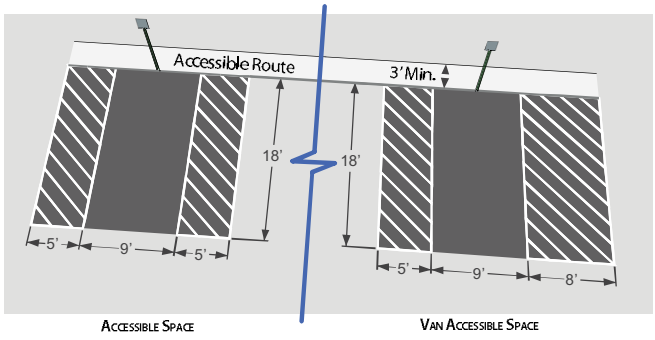


FIGURE 2 - HANDICAPPED PARKING DIMENSIONS



c. No parking space shall be located so as to require the moving of any vehicle on the premises in order to enter or leave another parking space, except where permitted under the provisions of Paragraph (9) that allow tandem parking.

2. Dimensional Requirements

a. Compact Spaces Permitted. A minimum of seventy percent of the parking spaces shall be standard size and up to thirty percent of the required on-site parking spaces may be designated as compact parking spaces.

b. Size. Minimum size for parking spaces is shown in Table 1 below:

PARKING STALL SIZE		TABLE 1
TYPE OF SPACE	WIDTH	LENGTH
Standard Car	9 feet	18 feet
Compact Car	8 feet	18 feet
Handicapped (Car)	19 feet	18 feet
Handicapped (Vehicle with a Side-loading wheelchair lift)	22 feet	18 feet
Recreational Vehicle	10 feet	30 feet
Parallel Parking	9 feet	23 feet

c. Angle Parking. Minimum dimensional standards for angle parking and access aisles are set forth in Table 2 below:

ANGLE PARKING (SEE FIGURE 1)				TABLE 2
PARKING ANGLE DEGREES	DIMENSIONAL STANDARDS			
	Stall Width (feet) Ⓐ	Depth of Stall (feet) Ⓑ	Access aisle, One-way (feet) Ⓒ	Access aisle, Two-way (feet) Ⓒ
0	23	9′	na	na
30	9	17′	12	24
35	9	17′ 6″	12	24
40	9	18′ 6″	12	24
45	9	19′	12	24

50	9	19′ 6″	12	24
55	9	20′	13	24
60 (E)	9	20′	15	24
65	9	20′	17	24
70	9	20′	19	24
75	9	19′ 6″	21	24
80	9	19′ 6″	23	24
85	9	18′ 6″	24	24
90 (F)	9	18′	24	24

d. Size Adjustments. Parking structures may be subject to dimensional adjustments based on utilization (i.e., public or private garage with or without an attendant), but in no case shall the standard stall width be less than eight and one-half feet. Reduction in design standards for parking structures shall be subject to approval by the Director.

e. Construction Standards. All parking facilities shall be designed and constructed in accordance with the standards of the Department of Public Works.

3. Handicapped Parking Design Standards

a. Parking Space Dimensions. Handicapped parking spaces shall be at least nine feet wide and shall have an adjacent access aisle (a minimum of five feet in width) on each side. Two handicapped parking spaces may share a common access aisle.

b. Vehicles with a Side-Loading Wheelchair Lift. One in every six handicapped spaces shall be served by an access aisle at least eight feet wide and shall be designated for the use of vehicles with a side-loading wheelchair lift. Each such parking space and the access route thereto shall have a minimum vertical clearance of eight feet two inches. Spaces shall have signage in accordance with the requirements of LVMC 11.52.135. The dimensions for handicapped parking spaces are illustrated in Figure 2.

c. Location of Spaces. Handicapped spaces shall be located with the most direct and practical access, at least three feet wide to a primary accessible building entrance unobstructed by bumpers, curbs, or other obstacles to wheel-chairs. The site design shall not permit parked vehicle overhangs or any other obstacle to reduce the clear width of adjacent walkways. Parking spaces and access aisles shall be level with surface slopes not exceeding a ratio of 1:48 in all directions.

d. Signage. Handicapped spaces shall be designated as reserved for the disabled by a sign showing the symbol of accessibility in accordance with the requirements of LVMC 11.52.135. The required signage shall not be obscured by a vehicle parked in the space.

e. Relationship to General On-Site Parking Requirements. Required handicapped parking may be counted towards the fulfillment of the general on-site parking requirements of this Title.

4. Drainage. All parking lots shall be suitably graded and drained in accordance with the standards of the Department of Public Works.

5. Driveways. Driveways (curb cuts) shall be constructed in accordance with the commercial and multi-family geometric standards of the Department of Public Works.

6. Lighting. Parking areas used during the hours of darkness shall have lighting providing adequate illumination for security and safety. The minimum requirement is one foot candle, maintained across the surface of the parking area. Illumination, including security lighting, shall be directed away from adjoining properties and shall be arranged and controlled so as not to cause a nuisance either to highway traffic or to surrounding uses. (See related Lighting Standards in this Chapter)

7. Maintenance. Parking facilities shall be continually maintained in compliance with approved Site Development Plans and shall be free of litter and debris.

8. Surfacing and Striping. Except as otherwise provided in this Chapter, all parking and loading facilities shall be surfaced (paved), striped and marked to clearly define access lanes, compact and handicapped parking spaces, and internal circulation movements.

9. Tandem and Valet Parking. The Director is authorized to approve an off-street parking program utilizing limited tandem parking for commercial and industrial uses provided that the development requires one hundred fifty or more parking spaces. No more than thirty percent of

FIGURE 3 - STANDARD LANDSCAPE ISLAND



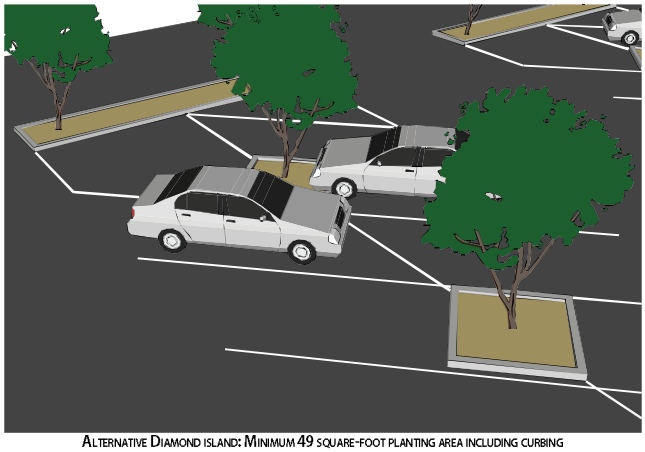
STANDARD PARALLEL ISLAND: MINIMUM 5-FOOT PLANTING WIDTH INSIDE OF CURBING AND RUNS THE LENGTH OF THE ADJACENT PARKING SPACES

FIGURE 4 - ALTERNATIVE LANDSCAPE ISLAND (OFF-SET)



ALTERNATIVE OFF-SET ISLAND: MINIMUM 9-FOOT PLANTING WIDTH INCLUDING CURBING AND RUNS THE LENGTH OF THE ADJACENT PARKING SPACE CREATING AND ALTERNATING PATTERN

FIGURE 5 - ALTERNATIVE LANDSCAPE ISLAND (DIAMOND)



ALTERNATIVE DIAMOND ISLAND: MINIMUM 49 SQUARE-FOOT PLANTING AREA INCLUDING CURBING

the total number of spaces shall be designated as tandem. In addition, a valet parking attendant must be on duty during business hours.

10. **Wheel Stops/Curbing.** Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting sidewalks, properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties. Such wheel stops or curbing shall be located at least two feet from any adjacent wall, fence, property line, walkway, landscape area or structure where parking and/or drive aisles are located. Wheel stops or curbing shall not be required to protect a sidewalk or walkway around the perimeter of a building if the sidewalk or walkway is at least seven feet wide.

11. **Carports/Covered Parking.** Carport structures or other similar covered parking structures shall be subject to the accessory structure requirements set forth in LVMC 19.08.040(C).

12. **Parking Lot Landscaping.** Landscaping within parking lots shall be in accordance with the following:

    a. **Landscape Islands**

        i. **Location.** Interior landscape islands shall be provided for all parking lots as follows:

            A) At the end of each row of parking spaces;

            B) Either parallel to parking spaces, at a ratio of one landscape island for every six parking spaces, or perpendicular to parking spaces, if located between abutting rows of parking spaces; (See Figure 3) and

            C) In addition to any required perimeter landscape areas.

        ii. **Size.** Landscape islands shall have a minimum width of five feet, as measured from the inside of the curbing, and shall have a minimum length equal to the length of the adjacent parking spaces.

        iii. **Alternative Island Options.** Figures 4 and 5 illustrate alternative landscape island configurations that may be approved as part of a Site Development Plan Review provided the design achieves the planting

requirements provide in Subparagraph (b) below.

b. Planting Requirements

i. Trees. One tree shall be planted for every six uncovered parking spaces. Each landscape island shall have at least one shade tree; required trees shall be a minimum twenty-four inch box evergreen or deciduous shade tree. Tree spacing within a landscape island shall not exceed thirty feet on center.

ii. Shrubs. Landscape islands shall include a minimum of four five-gallon shrubs for every required tree.

iii. Ground Cover. Landscape islands shall include a two-inch layer of ground cover or rock mulch.

iv. Perimeter Landscaping. Landscape materials required for perimeter landscape buffer areas may not be counted towards the requirements for landscape islands in parking lots.

v. Irrigation. Landscape materials and any other required landscape areas shall be irrigated with drip irrigation only.

c. Parking Lot Screening. Parking lots shall be screened from adjacent roadways by a low wall or berm with a maximum height of thirty inches, a solid living hedge with an approximate maximum height of thirty-six inches, or some other screening method that has been approved as part of a landscape plan and provides a continuous screen.

d. Adjacency to Buildings. No parking lot shall directly abut any building. A minimum five-foot wide landscape buffer or minimum five-foot wide sidewalk should be used to buffer buildings from parking spaces. A combination of landscape buffer and sidewalk may be used to achieve the minimum five-foot buffer, provided that any sidewalk so used may not have a width of less than three feet.

e. Curbing. Concrete curbing shall be installed at the perimeter of landscape islands and buffers where parking lots or vehicular access aisles directly abut the landscape area.

f. Applicability of Standards. Except as otherwise provided in this Subparagraph (f), the standards set forth in this Paragraph (11) are minimum requirements. An exception or modification to any of these standards may be approved upon the request of an applicant if the applicant can show through convincing and substantial evidence that the exception or modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the proposed project will substantially meet the intent of the standard, and the granting of the exception or modification will not detrimentally affect the public health, safety or general welfare. Such an exception or modification may be granted by the Director in connection with the approval of a Site Development Plan Review. In cases where the Director does not approve a requested exception or modification, the request may be acted upon by the Planning Commission or City Council as part of a Site Development Plan Review. In the case of action by the Planning Commission or City Council, the request for exception or modification need not be identified as a separate action item, and disposition of the request may be incorporated into the action on the Site Development Plan Review. Notice of action on the request for exception or modification may be incorporated into the notice of decision regarding the Site Development Plan Review.

D. On-site Loading Standards

1. Purpose

The purpose of these provisions is to establish standards to regulate the number, size, design and location of on-site loading areas in a manner which ensures the following:

a. Accessible, secure, and well-maintained loading and delivery facilities;

b. Reduced potential for traffic congestion and hazards;

c. Protection for adjacent parcels and surrounding neighborhoods from the effects of vehicular noise and traffic generated from the commercial/industrial development; and

d. Loading and delivery service spaces in proportion to the needs generated by the

proposed land use which are clearly compatible with adjacent parcels and the surrounding neighborhood.

2. Applicability

Except for uses within the Downtown Centennial Plan Overlay District, every use that receives or distributes materials or merchandise by truck shall provide and maintain on-site loading spaces in accordance with the standards of this Section.

3. On-Site Loading Requirements

a. The number of loading spaces shall be based upon the total gross floor area in the building or use.

b. On-site loading spaces shall be provided in accordance with Table 3 below:

LOADING REQUIREMENT	TABLE 3
SQUARE FEET	REQUIRED SPACES
Less than 10,000	1
10,000 to 29,999	2
30,000 to 50,000	3
Each one hundred thousand (or fraction thereof) over 50,000	1 additional

4. Design Standards. Off-street loading spaces shall be provided in the following manner:

a. Dimensions. The minimum size of a loading space shall not be less than fifteen feet in width, twenty-five feet in length, with a fifteen foot vertical clearance.

b. Location. Loading spaces shall be located and designed as follows:

i. Adjacent to, or as close to as possible, the main structure.

ii. Situated to ensure that all loading and unloading takes place on-site and in no case within adjacent public right-of-way or on-site traffic areas.

iii. Situated to ensure that all vehicular maneuvers associated with loading and unloading shall occur on-site.

iv. Situated to ensure that impact on adjacent residential uses is minimized.

5. Screening, Security, Striping, Surfacing and Wheel Stops/Curbing. The screening, security, striping, surface and wheel stops/curbing standards for parking areas, as set forth in LVMC 19.08.110 (C), shall apply also to the loading areas required by this Section.

19.08.120

COMMERCIAL AND INDUSTRIAL SIGN STANDARDS

A. Conformance and Purpose

1. Conformance Required

A sign shall be erected, placed, established, relocated, painted, created, or maintained within a commercial or industrial district in the City only in conformance with the standards, procedures, exemptions and other requirements of this Section.

2. Purpose

The goal of this Section is to achieve a balance among: the use of signs for business advertising; the public's need for signs as aids to way-finding; traffic safety; community appearance, particularly along its major corridors; and the maintenance of the residential character of the City's neighborhoods. In furtherance of that goal, this Subchapter has the following specific purposes:

a. To improve the quality, visibility, conspicuity and appearance of signs, and the appearance of properties, thoroughfares and neighborhoods within the City in accordance with the Las Vegas 2020 Master Plan;

b. To establish a set of design criteria to allow a limited variety of signs in residential districts, subject to the standards of this Subchapter and the certification procedures of this Title;

c. To allow without permit or certification certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this Section;

d. To provide for temporary signs without commercial messages in limited circumstances;

e. To prohibit all signs within commercial or industrial districts not expressly permitted by this Section; and

B. General Requirements

1. General

On-premise signs may be allowed on commercial or industrial property in the City in accordance with this Section.

2. Compliance with City Codes

In addition to the requirements of this Section, all signs shall comply with applicable provisions of the technical codes of the City of Las Vegas. All signs shall be attached in compliance with the City Building Code. Signs allowed under this Section, either with or without a sign certificate, shall be erected or placed in accordance with applicable height, size and setback requirements and shall conform to applicable lighting standards and other standards, restrictions and conditions set forth in this Title.

3. Certificate Required

Prior to the construction, placement, erection or modification of any on-premise sign requiring a certificate under the provisions of this Section, the owner(s) of the lot or the owner's authorized agent shall secure a sign certificate in accordance with the requirements of LVMC 19.16.200. No person shall install a sign that requires a certificate unless the appropriate certificate has been obtained, nor shall any person permit or cause such a sign to be installed without a certificate.

4. General Standards

a. Conformance with Sign Standards. No sign shall be allowed within a commercial or industrial district unless the size, characteristics and location of the sign conform to the requirements of this Section, and the number of signs on the lot does not exceed the limitations imposed by this Section.

b. Signs in public right-of-way. Except as otherwise provided in LVMC 19.04.160, no sign shall be erected in the public right-of-way.

c. Required mounting. Except as otherwise provided in this Section, all on-premise signs shall be permanently mounted to a building or freestanding permanently secured support structure. Portable on-premise signs shall only be permitted under Section 19.08.120(G). No sign shall be painted onto a wood or masonry perimeter fence.

d. Sound. No sign shall emit any sound as part of the advertising message.

e. Odors. No sign shall emit any odor as part of the advertising message.

f. Street addresses. On-premise freestanding or monument signs identifying a building or complex of structures, located along the street frontage to which the street address applies, shall display the address of the building or the range of addresses within the complex. Any other on-premise sign may incorporate a street address. The area of the street address text shall not be computed as part of the sign face. All street addresses displayed shall be in conformance with the most recently adopted version of the "City of Las Vegas Street Naming and Address Assignment Regulations".

g. Issuance of Certificate. No sign certificate shall be issued for an existing or proposed sign in a commercial or industrial district unless the sign is consistent with the requirements of this Title (including those protecting existing signs) and is consistent with any Master Sign Plan in effect for the property.

5. Construction Materials and Attachment

a. All signs, other than temporary signs conforming in all respects with the requirements of LVMC 19.08.120(G), shall be constructed of durable materials.

b. All signs shall be permanently attached to the ground, a building or other structure by direct attachment to a rigid wall, frame or structure, except as allowed for certain temporary signs in accordance with LVMC 19.08.120(G).

6. Licensed Contractor Required

All signs that require a construction permit under applicable codes shall be installed by a qualified contractor licensed by the City of Las Vegas and the State of Nevada.

7. Maintenance

a. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Section at all times.

b. All materials used in sign construction shall be maintained in such a manner as to be free from fading, peeling, chipping and other states of general deterioration.

8. Revocation

A sign certificate is revocable if the sign is abandoned or allowed to become unsafe or dangerous, or is otherwise condemned. The owner(s) shall maintain the sign in safe condition at all times and shall remove the sign if abandoned.

9. Determination of Visibility or Legibility

Where a determination of "visibility" or "legibility" is required, the standard shall be based on the minimum required eyesight of an adult eligible to receive a Nevada driver's license (wearing any corrective lenses required by such license). Where the height of the person is material to the determination, the person shall be presumed to be more than five feet and less than six feet tall.

10. Sign Certificate Application

Where a sign certificate is required, an application shall be submitted in accordance with LVMC 19.16.200.

C. Residential Protection Standards

1. Illuminated Signs

Any illuminated sign requiring a sign certificate and located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use shall be subject to the following additional lighting standards:

a. If the sign is located within 40 feet of the property planned or zoned for residential use and is or will be visible from such property, it may be internally illuminated or lighted with direct white light;

b. If the sign is located more than 40 feet from the property planned or zoned for residential use but within 200 feet of such property and the sign is or will be visible from such property, it may be interior-lit or lighted with direct white light, but it shall not contain bare bulbs, exposed neon tube, animation or a electronic message unit; and

c. Direct lighting fixtures for such signs shall be aimed up and/or away from the property planned or zoned for residential use.

2. Electronic Message Unit, Animated and Flashing Signs

Electronic message units, animated signs and flashing signs are prohibited within 200 feet of

property planned or zoned for residential use unless the design of the sign or its location and orientation ensure that the electronic message unit, animated or flashing portion of the sign, or any other light from the sign will not be visible from the property planned or zoned for residential use.

D. Certain Illegal and Abandoned Signs

1. Action Required

a. Abandoned sign faces or sign copy shall be removed from public view by covering the sign face, replacing the sign face with a blank sign face, or replacing the sign copy with sign copy that relates to an on-going business, product, service, idea or commercial activity on-site.

b. Abandoned sign structures and illegal signs shall be removed by the owner(s) of the property, the owner's agent, or the person having the beneficial use of the building, structure or land where such sign is located within 10 days, in the case of illegal signs, and 30 days, in the case of abandoned sign structures, after written notification from the City.

c. Failure to comply with a notice from the City demanding the removal of an abandoned sign or an illegal sign within the time period specified in the notice shall be considered a violation of this Section. See also LVMC 19.16.200(E) .

E. Exempt and Prohibited Signs

1. Substitution of Non-Commercial Messages

Any sign authorized in this Section may contain non-commercial copy in lieu of any other copy.

2. Exempt Signs

The following signs shall be exempt from regulation under this Section:

a. Any public safety sign, notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;

b. Non-commercial messages unless otherwise regulated by this Section;

c. Any sign inside a building that is not legible from a distance of more than three feet beyond the nearest boundary line of the premises on which the sign is located;

d. Works of art or decorative architectural graphics that do not include a commercial message and are not symbolic of any commercial business and are not symbolic of commercial activities taking place on the premises on which the graphic is located;

e. Official notices of any court, public body or officer, or any other sign required by law;

f. Notices posted by a utility or other quasi-public agent in the performance of a public duty or by any person giving due legal notice; or

g. Signs not visible from the public right-of-way.

3. Prohibited Signs

The following signs are prohibited:

a. All signs not expressly permitted or exempted under this Title;

b. Any on-premise sign that is associated with a use that no longer occupies the premises on which it is located;

c. Pole signs placed or erected after August 1, 2002 that do not meet the freestanding sign design standards contained in this Section;

d. A private sign of any kind located on or over any public street, walkway, parking or other public property except as otherwise provided for in this Section;

e. Displays that employ white, red or blue rotating lights or any lights that simulate emergency vehicle lights;

f. Except as lawfully permitted as a temporary special event or civic event sign, beacons, pennants, inflatable signs, tethered balloons, portable signs and similar attention gaining devices;

g. Signs placed on parked vehicles or trailers, or parked commercial vehicles where the vehicle or trailer is not used by the business advertised for the transportation of persons or goods in the ordinary course of business;

h. Permanent balloon signs; and

i. Outdoor, portable electric signs, except as

Illustrations & Graphics 19.08.120(F)

FIGURE 1 - DECORATIONS

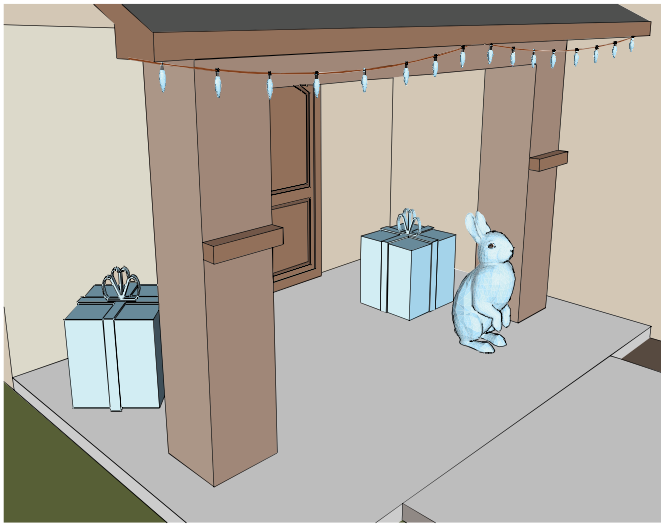
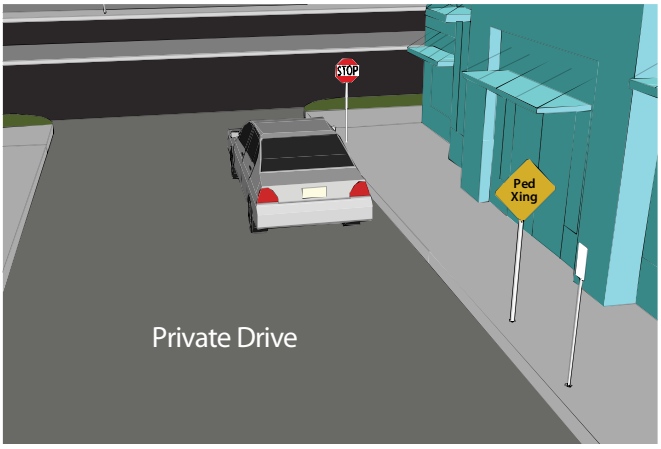


FIGURE 2 - TRAFFIC CONTROL SIGNS ON PRIVATE PROPERTY



permitted under the provisions for temporary signs.

F. Signs Permitted in Commercial and Industrial Districts

The following signs and similar devices are permitted in commercial and industrial districts as indicated, subject to the specified conditions:

1. Decorations (see Figure 1)

Signs in the nature of decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday are permitted without a sign certificate within all commercial and industrial districts; provided that such signs are not displayed for a period of not more than sixty (60) consecutive days nor more than sixty (60) days in any one (1) calendar year. Such signs are not restricted as to type, number, area, height, location, illumination, or animation.

2. Traffic Control Signs on Private Property (see Figure 2)

Any traffic control sign on private property, such as "Stop," "Yield" and similar signs, the face of which meets Department of Public Works standards and which contains no commercial message of any sort is permitted without a sign certificate within all commercial and industrial districts.

3. Official Flags of Governments and Governmental Agencies (see Figure 3)

Flags of the United States, state flags, municipal flags, flags of foreign nations and any other flag representing a government or governmental agency are permitted without a sign certificate within all commercial and industrial districts, provided that:

a. The flag is not flown from a pole the top of which is more than 40 feet in height (see "A" in Figure 3) ;

b. No more than one flag for any one governmental unit or nation is permitted on each parcel of land; and

c. No more than four flags are permitted on the same parcel of land.

4. Official Flags of Private Entities (see Figure 3)

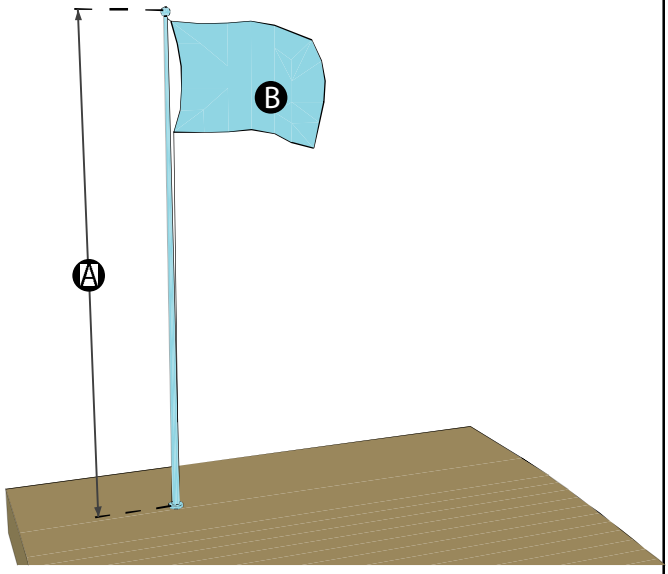
Official flags of private corporations or other private entities are permitted at the location of the main headquarters, corporate offices or branch office of the subject entity provided that:

a. The flags do not exceed 60 square feet in area (see "B" in Figure 3);

b. The flags are not flown from a pole the top of which is more than 40 feet in height; and

c. No more than one flag is permitted on each parcel of land.

FIGURE 3 - OFFICIAL FLAGS



Illustrations & Graphics

Garage or Yard Sale Signs
19.08.120(F)(5)

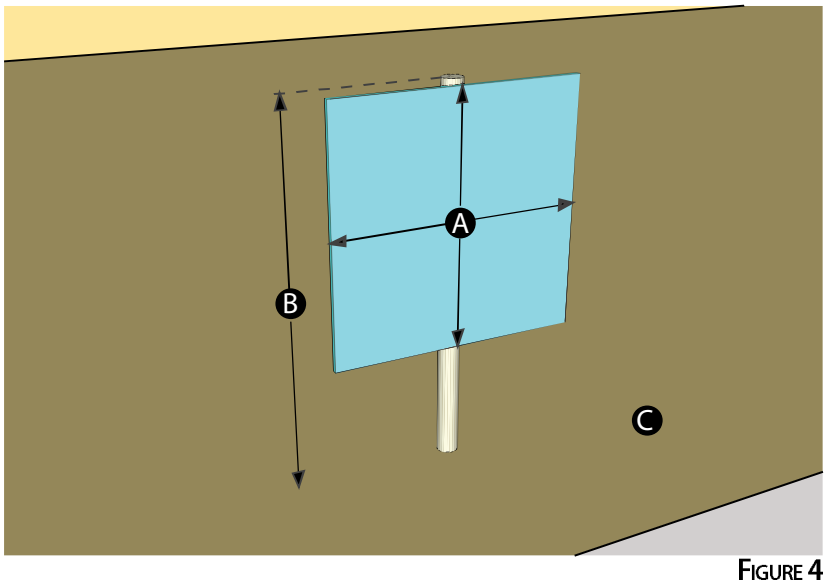


FIGURE 4

Table 1. Garage or Yard Sale Sign Standards in Commercial and Industrial Districts (see Figure 4)

Standard	P-O, O, C-1, C-2, C-M and M
Maximum Number	1 sign per event
Maximum Area (see Ⓐ in Figure 4)	16 square feet
Maximum Height (see Ⓑ in Figure 4)	6 feet
Location (see Ⓒ in Figure 4)	No such sign shall be placed on private property without the permission of the property owner(s), and no such sign shall be placed on any public land, including rights-of-way, traffic medians, public sidewalks, public trails, bicycle paths on City property, in City rights-of-way, or on fixed structures such as light poles or traffic signals
Additional Standards	1. No such sign may be used more than 24 hours prior to the start of the garage or yard sale event. 2. The property owner(s) shall be responsible for removal of the signs at the end of the garage or yard sale event.
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

Incidental Signs (Attached and Freestanding)
19.08.120(F)(6)

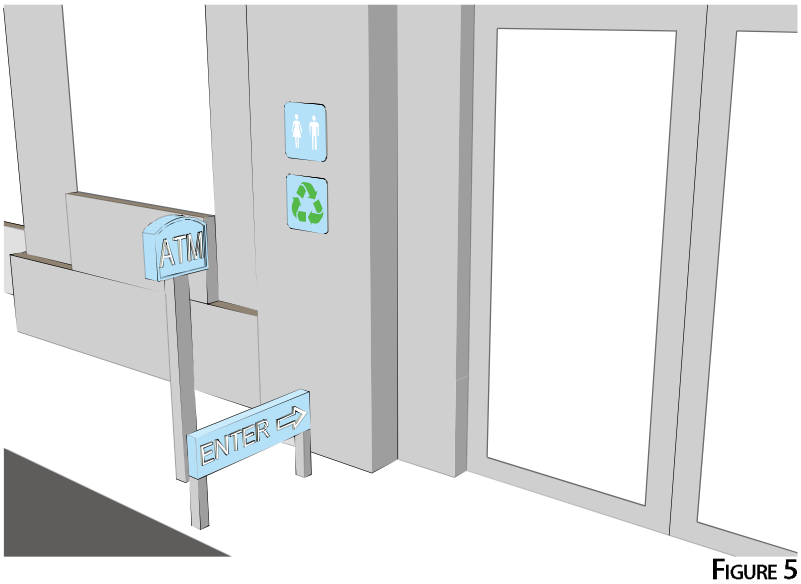


FIGURE 5

Table 2. Incidental Sign Standards in Commercial and Industrial Districts (see Figure 5)

Standard	P-O, O, C-1, C-2, C-M and M
Non-directional Signs	Typical incidental signs include, but are not limited to, "restroom," "telephone," "no parking," "entrance," "exit," and generic directions such as "office," "ATM," or "stores."
Maximum Number	No specific limit
Maximum Area	1. 4 square feet if set back less than 30 feet from the public right-of-way 2. 9 square feet if set back 30 or more feet from the public right-of-way
Maximum Height	5 feet
Minimum Setback	5 feet from all property lines
Additional Standards	Up to 25% of the permitted sign area may contain a logo or name of the business to which the sign pertains
Illumination Permitted	No
Certificate Required	No
Directional Signs	Signs specifically designed to give parking or traffic directions and other directional information commonly associated with and related to the permitted use
Maximum Number	2 per driveway or vehicular access except that any such sign not legible from the public right-of-way shall not be counted in this limitation
Maximum Area	12 square feet. If the sign includes a business name or logo, it shall not comprise more than 50% of the permitted sign area
Maximum Height	7 feet
Minimum Setback	5 feet from all property lines
Illumination Permitted	Internal illumination only
Certificate Required	No

Illustrations & Graphics

Open House Signs
19.08.120(F)(7)

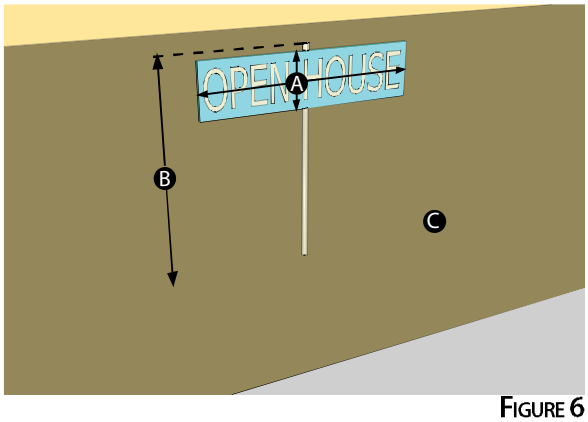


FIGURE 6

Table 3. Open House Sign Standards in Commercial and Industrial Districts (see Figure 6)

Standard	P-O, O, C-1, C-2, C-M and M
Open House Signs	An "open house" realty sign is intended to serve only the short-term customer directing potential homebuyers to an open house of a dwelling unit "For Sale". Such signs are not permanent directional signs.
Maximum Number	6 per event
Maximum Area (see Ⓐ in Figure 6)	9 square feet per sign
Maximum Height (see Ⓑ in Figure 6)	6 feet
Sign Placement (see Ⓒ in Figure 6)	1. Open house signs shall only be placed on private property and shall not be placed on any public land, including rights-of-way, traffic medians, public sidewalks, public trails, bicycle paths on City property, in City right-of-way between the sidewalk and the curb, on signs in the right-of-way, or on fixed structures such as light poles or traffic signals 2. No such sign shall block or overhang any sidewalk or other established pedestrian walkway. 3. In order to place "Open House" signs on the private property, other than the property that is the subject of the open house event, authorization from the property owner(s) or the owner's duly authorized agent is required.
Additional Standards	1. All open house signs shall state "Open House". 2. Such signs shall not be used for the sale of any residence for which there are current signs (either weekend or continuous) unless the residence is a re-sale and is for sale by owner(s) or listed by an agent other than the marketing agent for the development. 3. All such signs shall contain the listing agent's name and telephone number. A business card is permissible as long as it is protected from the elements. 4. No such signs may be displayed more than one hour prior to nor more than one hour after the period a real estate licensee or broker is on duty at the home for sale; and 5. The property owner(s) shall be responsible for removal of the signs at the end of the open house event.
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

Project Flags
19.08.120(F)(8)

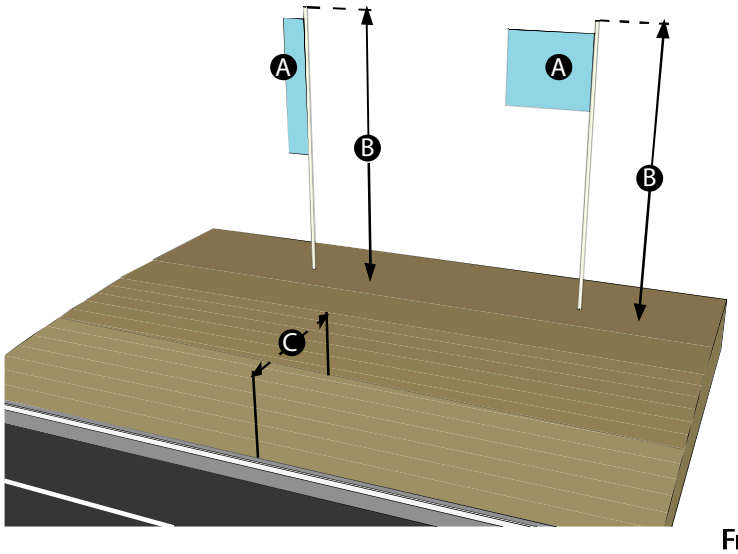


FIGURE 7

Table 4. Project Flag Standards in Commercial and Industrial Districts (see Figure 7)

Standard	P-O, O, C-1, C-2, C-M and M
Maximum Number	Project flags are decorative flags intended to identify a specific development containing a residential use. These flags do not contain any advertising copy other than the name or the logo of the development.
Maximum Area (see Ⓐ in Figure 7)	25 flags per development that is 10 acres in area or less, plus one additional flag for each additional one-half acre in area
Maximum Height (see Ⓑ in Figure 7)	24 square feet per flag
Location (see Ⓒ in Figure 7)	24 feet
Additional Standards	5 feet to all property lines
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

House of Worship Directional Signs
19.08.120(F)(9)

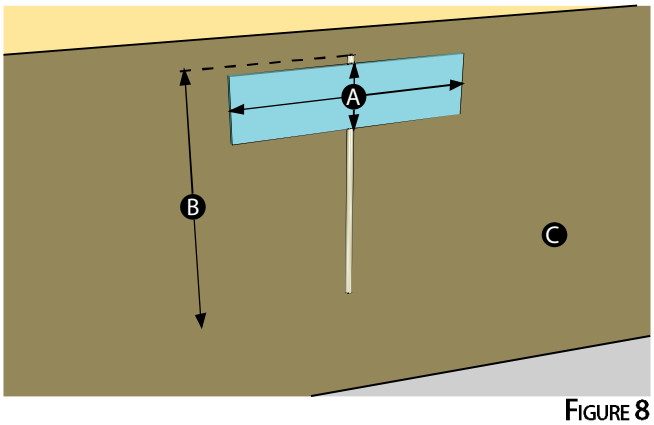


FIGURE 8

Table 5. House of Worship Directional Sign Standards in Commercial and Industrial Districts (see Figure 8)

Standard	P-O, O, C-1, C-2, C-M and M
House of Worship Directional Signs	House of Worship directional signs are intended to assist the public in finding their way to houses of worship or religious services held in nontraditional locations or facilities. Such signs are not permanent directional signs and may only be used during the periods stated in this Subsection.
Maximum Number	6 signs
Maximum Area (see Ⓐ in Figure 8)	9 square feet per sign
Maximum Height (see Ⓑ in Figure 8)	6 feet
Sign Placement (see Ⓒ in Figure 8)	1. Such signs shall only be placed on private property and shall not be placed on any rights-of-way, traffic medians, public sidewalks, public trails, bicycle paths, on signs in the right-of-way, or on fixed structures such as light poles or traffic signals. 2. No such sign shall block or overhang any sidewalk or other established pedestrian walkway. 3. In order to place such signs on private property other than the property containing the house of worship or the premises of the religious services, written authorization from the property owner(s) or the owner's duly authorized agent is required.
Additional Standards	1. All such signs shall contain the name of the house of worship and its address; 2. All such signs shall contain the name and telephone number of the official of the house of worship responsible for the signs. A business card is permissible as long as it is protected from the elements; 3. The house of worship shall be responsible for removal of the signs at the end of the display period; and 4. No such sign shall be installed before 6 PM on Friday, and all such signs shall be removed by 6 AM on Monday (Tuesday when City offices are closed on Monday due to a holiday).
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

Community Interior Directional Signs
19.08.120(F)(10)

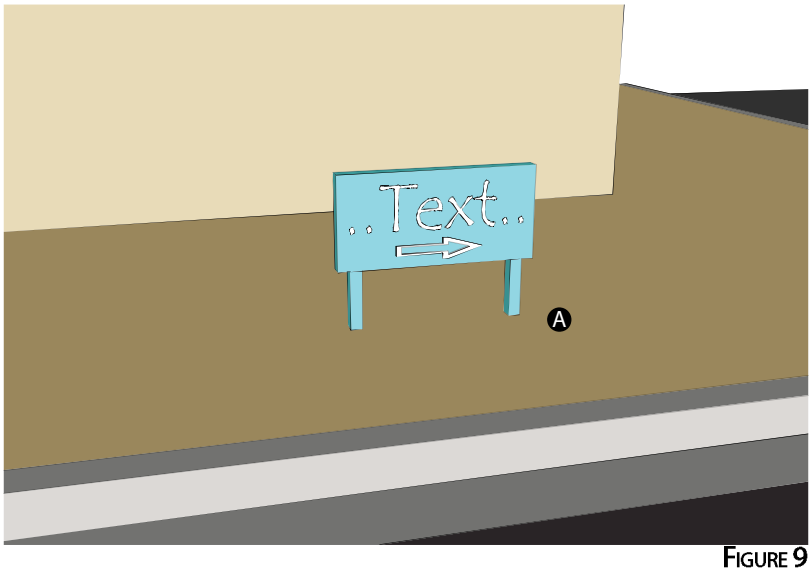


FIGURE 9

Table 6. Community Interior Directional Sign Standards in Commercial and Industrial Districts (see Figure 9)

Standard	P-O, O, C-1, C-2, C-M and M
Maximum Number	There is no specific limit on the number of signs
Sign Location (see Ⓐ in Figure 9)	1. On private property or within public right-of-way, including median, subject to approval of an encroachment agreement; and 2. Placement subject to approval of the City of Las Vegas Traffic Engineer.
Illumination Permitted	Direct white light or internal illumination only
Certificate Required	Yes

Illustrations & Graphics

Development Entry Statement Signs
19.08.120(F)(11)

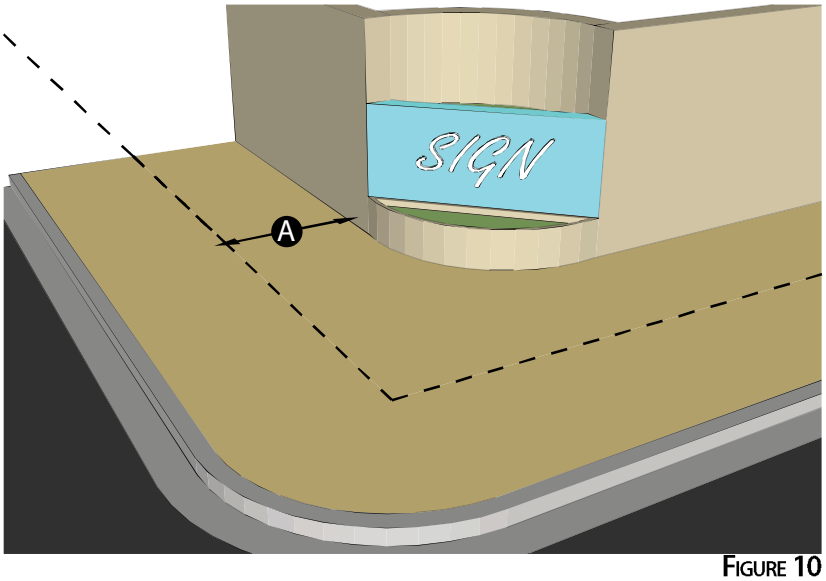


FIGURE 10

Table 7. Development Entry Statement Sign Standards in Commercial and Industrial Districts (see Figure 10)

Standard	P-O, O, C-1, C-2, C-M and M
Maximum Number	2 signs at each entry to a subdivision, apartment complex, or identifiable community. The developer may place one sign on each side of the entry street/drive or one sign in the median, subject to approval of an encroachment agreement if applicable
Sign Location (see Ⓐ in Figure 10)	Setback 5 feet from the property line or a location approved by the City of Las Vegas Traffic Engineer.
Illumination Permitted	Direct white light or internal illumination only
Certificate Required	Yes

Illustrations & Graphics

Building Markers
19.08.120(F)(12)

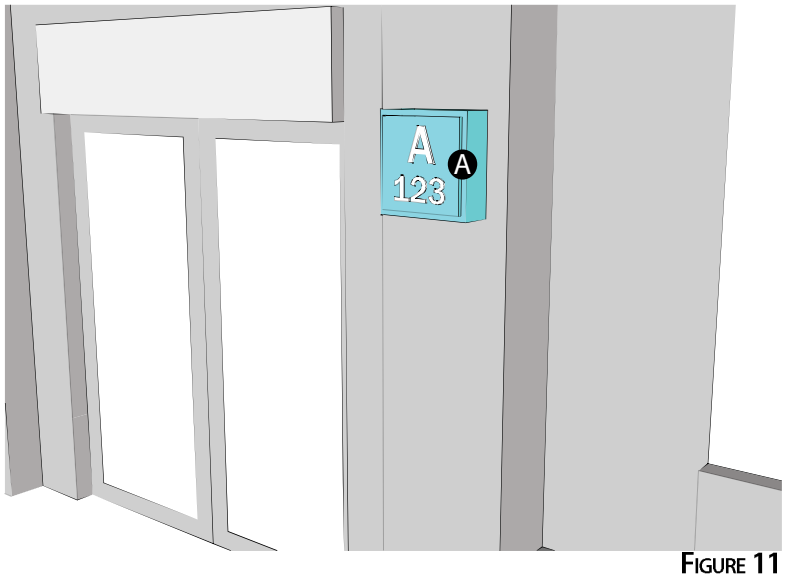


FIGURE 11

Table 8. Building Marker Standards in Commercial and Industrial Districts (see Figure 11)

Standard	P-O, O, C-1, C-2, C-M and M
Maximum Number	There is no specific limit on the number of signs
Maximum Area (see Ⓐ in Figure 11)	4 square feet per sign
Maximum Height	NA
Minimum Setback	NA
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

Directory Signs
19.08.120(F)(13)

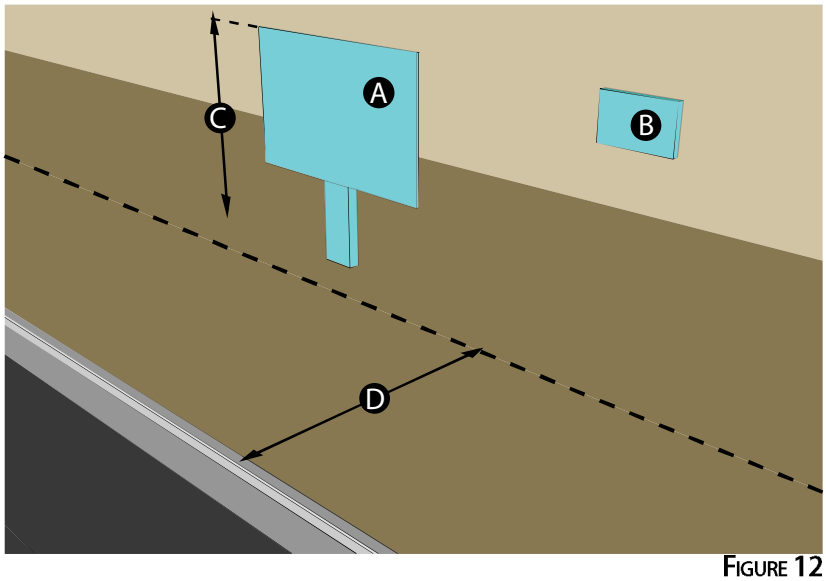


FIGURE 12

Table 9. Directory Sign Standards in Commercial and Industrial Districts (see Figure 12)

Standard	P-O, O, C-1, C-2, C-M and M
Maximum Number	1. 1 freestanding sign per building or per driveway, whichever is greater and 2. 1 attached sign per public entrance
Maximum Area (see Ⓐ and Ⓑ in Figure 12)	1. 24 square feet for freestanding 2. 12 square feet or 5% of the building elevation to which it is attached, whichever is less
Maximum Height (see Ⓒ in Figure 12)	8 feet if freestanding
Minimum Setback (see Ⓓ in Figure 12)	25 feet from all property lines, if freestanding
Additional Standards	1. Only the word "Directory" should be legible from the public right-of-way; the directory sign(s) should be located so that the user can pull out of off-site traffic to read the details of the directory. 2. Directory signs are permitted in addition to any other allowed attached or freestanding signs.
Illumination Permitted	Direct white light or internal illumination only
Certificate Required	No

Illustrations & Graphics

Arcade Signs
19.08.120(F)(14)



FIGURE 13

Table 10. Arcade Sign Standards in Commercial and Industrial Districts (see Figure 13)

Standard	P-O and O	C-1, C-2, C-M and M
Maximum Number	1 sign per entrance	1 sign per entrance
Maximum Area	4 square feet	16 square feet
Maximum Height	NA	NA
Minimum Setback	An arcade sign shall not extend beyond edge of the building elevation to which it is attached	An arcade sign shall not extend beyond edge of the building elevation to which it is attached
Minimum Clearance	8 feet from the ground to the bottom of the sign	8 feet from the ground to the bottom of the sign
Illumination Permitted	Internal, external, animated and electronic message unit signage	Internal, external, animated and electronic message unit signage
Certificate Required	Yes	Yes

Illustrations & Graphics

Awning Signs
19.08.120(F)(15)



FIGURE 14

Table 11. Awning Sign Standards in Commercial and Industrial Districts (see Figure 14)

Standard	P-O and O	C-1, C-2, C-M and M
Maximum Number	There is no specific limit on the number of signs, although total area limits apply	There is no specific limit on the number of signs, although total area limits apply
Maximum Area	1. The total amount of awning signage allowed per building elevation is equivalent to 10% of the building elevation. In multi-tenant buildings, the 10% maximum sign area for each tenant will be based upon the portion of the building elevation of the leased/occupied area only, except as may be approved through a Master Sign Plan 2. The permitted area of all wall, window and awning signs together shall not exceed the maximum permitted area for wall signs attached to the same wall as the awning sign	1. The total amount of wall signage allowed per building elevation is equivalent to 20% of the building elevation. In multi-tenant buildings, the 20% maximum sign area for each tenant will be based upon that portion of the building elevation of the leased or occupied area only, except as may be approved through a Master Sign Plan. 2. The total combined area of all wall, window, roof, awning and marquee signs shall not exceed 20% of the building elevation to which they are attached
Maximum Height	NA	NA
Minimum Setback	An awning sign shall not extend into the required setback for the building elevation to which it is attached	An awning sign shall not extend into the required setback for the building elevation to which it is attached
Minimum Clearance	8 feet from the ground to the bottom of the sign	8 feet from the ground to the bottom of the sign
Illumination Permitted	Internal and or direct external illumination of awning signs is permitted	Internal and or direct external illumination of awning signs is permitted
Certificate Required	Yes	Yes

Illustrations & Graphics

Freestanding Signs 19.08.120(F)(16)

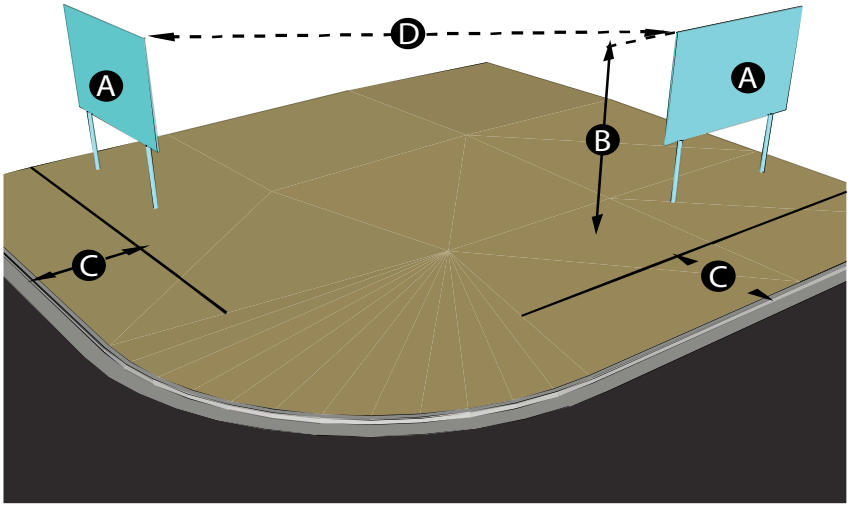


FIGURE 15

Table 12. Freestanding Sign Standards in Commercial and Industrial Districts (see Figure 15)

Standard	P-O	O
Maximum Number	1 sign per street frontage, provided that no more than one sign shall be allowed on lots 43,000 square feet or less in area	1 sign per street frontage, provided that no more than one sign shall be allowed on lots 43,000 square feet or less in area
Maximum Area (see Ⓐ in Figure 15)	48 square feet	1. 75 square feet, if sign does not exceed 16 feet in height 2. 100 square feet, if sign does not exceed 20 feet in height
Maximum Height (see Ⓑ in Figure 15)	12 feet	20 feet
Minimum Setback (see Ⓒ in Figure 15)	5 feet from all property lines	5 feet from all property lines
Additional Standards	1. See also Residential Protection Standards in LVMC 19.08.120 (C)	1. See also Residential Protection Standards in LVMC 19.08.120 (C)
Illumination Permitted	Internal and external illumination of wall signs is permitted except on a building elevation facing and located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use	Internal and external illumination of wall signs is permitted except on a building elevation facing and located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use
Certificate Required	Yes	Yes

Table 12. Freestanding Sign Standards in Commercial and Industrial Districts (see Figure 15)

Standard	C-1, C-2, C-M and M
Maximum Number	1 sign per each two hundred lineal feet of street frontage or portion thereof. 1. The total number of all freestanding and monument signs shall not exceed one per each two hundred lineal feet of street frontage or portion thereof. 2. Corner lots are permitted to have signs for each street frontage
Maximum Area (see Ⓐ in Figure 15)	The total area of all freestanding and monument signs shall not exceed 2 square feet of sign area for each lineal foot of street frontage. On lots with multiple street frontages, the allowable area for each street frontage shall be calculated separately unless consolidated into one sign, then each street frontage shall be added and total square footage permitted may be allowed in one consolidated sign. Signs within 40 feet of existing developed residential property, or property designated in the General Plan as appropriate for future residential development, the maximum sign area shall be 50 square feet. For each additional foot of setback from the property, the area of a sign may be increased an additional 2 square feet, with a maximum size of 400 square feet unless the site meets criteria for consolidated freestanding signs.
Maximum Height (see Ⓑ in Figure 15)	40 feet, subject to the following: 1. A freestanding sign within 200 feet of the right-of-way line of an elevated freeway or highway to which it is oriented may be erected up to 30 feet above the elevation of the elevated freeway or highway nearest the sign. 2. In addition, signs within two hundred feet of the right-of-way line and which can be read from Interstates 15 and 215, US 95 from the north city limits to the Oran K. Gragson Highway, the Oran K. Gragson Highway or Interstate 515 may be increased to a height equal to 80 feet, when authorized by the City Council, after review by the Planning Commission.
Minimum Setback (see Ⓒ in Figure 15)	5 feet from all property lines
Additional Standards	1. All freestanding and monument signs on the same lot or in the same development shall maintain a minimum separation of 100 feet measured along the street frontage. (See Ⓓ in Figure 15) 2. See also Residential Protection Standards in LVMC 19.08.120 (C)
Illumination Permitted	Internal and external illumination of wall signs is permitted except on a building elevation facing and located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use
Certificate Required	Yes

Illustrations & Graphics

Monument Signs
19.08.120(F)(17)

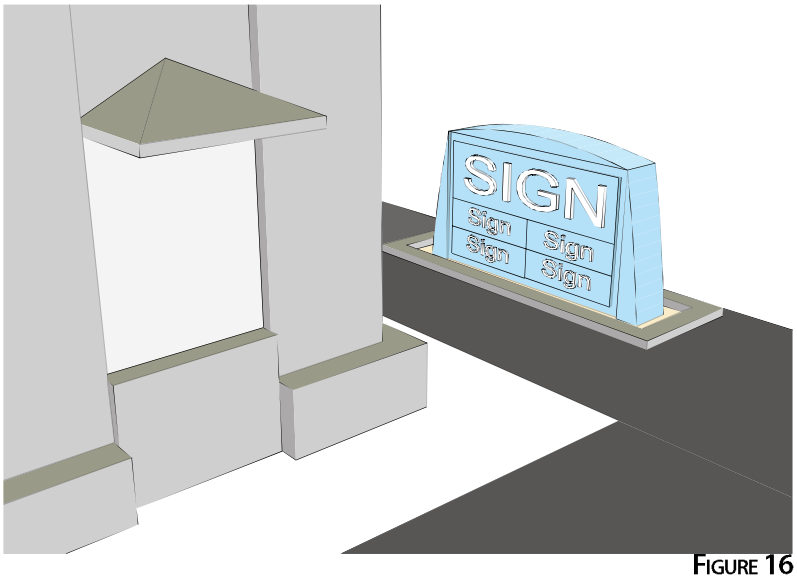


FIGURE 16

Table 13. Monument Sign Standards in Commercial and Industrial Districts (see Figure 16)

Standard	P-O and O	C-1, C-2, C-M and M
Maximum Number	1 sign per street frontage. 1. For lots adjacent to a freeway or expressway that have more than five hundred feet of frontage along the freeway or expressway, one additional sign is allowed along that frontage	1 sign per each two hundred lineal feet of street frontage or portion thereof 1. The total number of all freestanding and monument signs shall not exceed one per each two hundred lineal feet of street frontage or portion thereof
Maximum Area	75 square feet	75 square feet
Maximum Height	1. 8 feet, if less than 100 feet of frontage or 2. 10 feet, if 100 feet or more of frontage	10 feet
Minimum Setback	5 feet from all property lines	5 feet from all property lines
Additional Standards	1. See also Residential Protection Standards in LVMC 19.08.120 (C)	1. All freestanding and monument signs on the same lot or in the same development shall maintain a minimum separation of 100 feet measured along the street frontage. 2. See also Residential Protection Standards in LVMC 19.08.120 (C)
Illumination Permitted	Internal and external illumination. In addition, signs over 200 feet from property which is designated in the General Plan for future residential development may be animated or contain an electronic message unit	NA
Certificate Required	Yes	Yes

Illustrations & Graphics

Window Signs
19.08.120(F)(18)



FIGURE 17

Table 14. Window Sign Standards in Commercial and Industrial Districts (see Figure 17)

Standard	P-O and O	C-1, C-2, C-M and M
Maximum Number	1 sign	There is no specific limit on the number of signs
Maximum Area	Window signs shall not cover more than 25% of the total area of all windows located on a building elevation. In no case shall the combined area of both wall signs and window signs exceed the area permitted for wall signs	Window signs shall not cover more than 25% of the total area of all windows located on a building elevation. The total combined area of all wall, window, roof, awning and marquee signs shall not exceed 20% of the building elevation to which they are attached
Maximum Height	NA	NA
Minimum Setback	NA	NA
Illumination Permitted	Internal and or direct external illumination, except on a building elevation facing and located within two hundred feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use. Animated and electronic message unit signs are prohibited	Internal, external, animated and electronic message unit signs are permitted except on a building elevation visible from and located within two hundred feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use
Certificate Required	No	No

Illustrations & Graphics

Wall Signs
19.08.120(F)(19)



FIGURE 18

Table 15. Wall Sign Standards in Commercial and Industrial Districts (see Figure 18)

Standard	P-O and O
Maximum Number	1 sign per tenant or per building elevation, which faces a street or on-site parking area
Maximum Area	The total amount of wall signage allowed per building elevation is equivalent to 10% of the building elevation. In multi-tenant buildings, the 10% maximum sign area for each tenant will be based upon the portion of the building elevation of the leased or occupied area only
Maximum Height	A wall sign shall not extend more than 12 inches above top of wall, marquee or parapet to which it is attached
Minimum Setback	NA
Maximum Projection	A wall sign shall not project more than 24 inches from the structure to which it is attached; where a wall sign projects from a building elevation, there shall be no additional message on the additional horizontal surface created by the projection
Additional Standards	See also Residential Protection Standards in LVMC 19.08.120 (C)
Illumination Permitted	Internal and or direct external illumination, except on a building elevation facing and located within two hundred feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use. Animated and electronic message unit signs are prohibited
Certificate Required	Yes

Standard	C-1, C-2, C-M and M
Maximum Number	No specific limit on the number of signs, although total area limits apply
Maximum Area	The total amount of wall signage allowed per building elevation is equivalent to 20% of the building elevation. In multi-tenant buildings, the 20% maximum sign area for each tenant will be based upon that portion of the building elevation of the leased/occupied area only, except as may be approved through a Master Sign Plan
Maximum Height	A wall sign shall not extend more than 12 inches above top of wall, marquee or parapet to which it is attached
Minimum Setback	NA
Maximum Projection	A wall sign shall not project more than 4 feet from the structure to which it is attached. There shall be no additional message on the additional horizontal surface created by the projection
Additional Standards	1. Signs shall be an integral part of or be supported by the wall or wall element (such as awning or marquee) to which they are attached. 2. See also Residential Protection Standards in LVMC 19.08.120 (C)
Illumination Permitted	Internal and external illumination of wall signs is permitted except on a building elevation facing and located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use
Certificate Required	Yes

Illustrations & Graphics

Canopy Signs
19.08.120(F)(20)

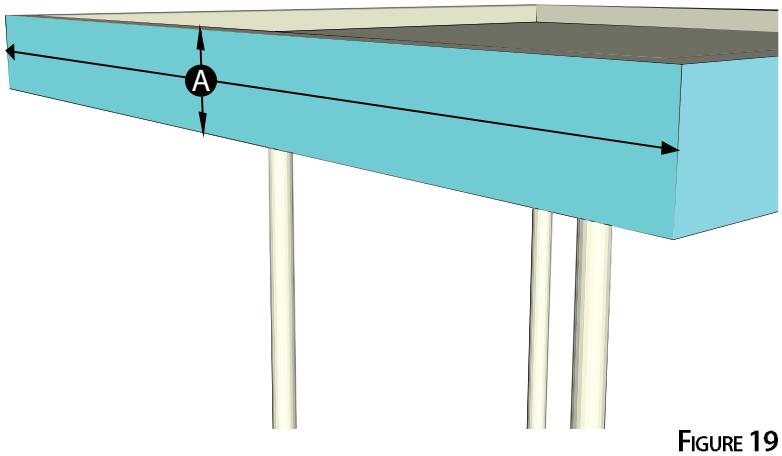


FIGURE 19

Table 16. Canopy Sign Standards in Commercial and Industrial Districts (see Figure 19)

Standard	C-1, C-2, C-M and M
Maximum Number	There is no specific limit on the number of signs, although total area limits apply
Maximum Area (see Ⓐ in Figure 19)	25% of the area of the face of the canopy
Illumination Permitted	Internal and external illumination, animated and electronic message units are permitted
Certificate Required	Yes

Illustrations & Graphics

Consolidated Signs
19.08.120(F)(21)

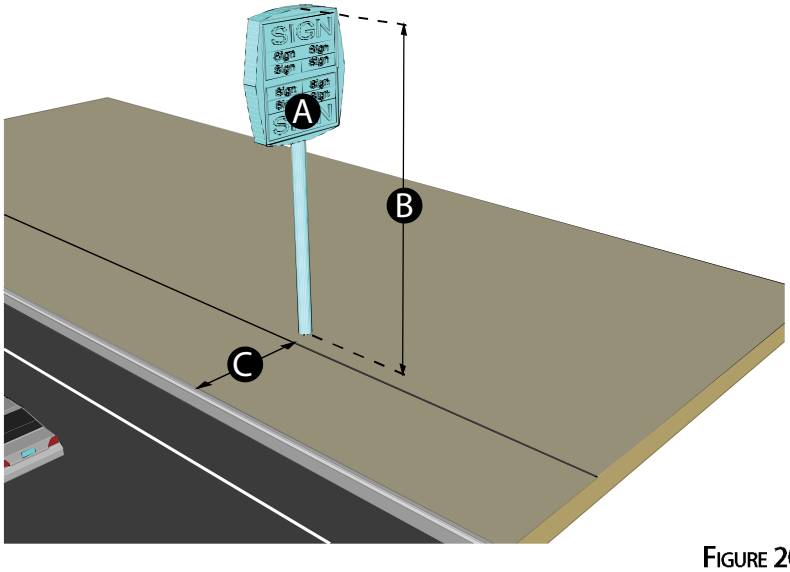


FIGURE 20

Table 17. Consolidated Sign Standards in Commercial and Industrial Districts (see Figure 20)

Standard	C-1, C-2, C-M and M
Maximum Number	Parcels of 5 acres or more in area, or parcels covered by a Master Sign Plan, that front on a street eighty or more feet in width, and qualify to have more than one freestanding sign along the same such street frontage, may consolidate the permitted sign area for all freestanding signs on the same street frontage into one consolidated sign, or as approved through a Master Sign Plan. If the development or commercial subdivision elects to consolidate the permitted freestanding signs, parcels containing individual freestanding buildings within the development or commercial subdivision shall be limited to one monument sign per street frontage in addition to the consolidated sign
Maximum Area (see Ⓐ in Figure 20)	2 square feet per lineal foot of street frontage, counting frontage on all abutting streets, up to one thousand square feet, or one thousand five hundred square feet if part of an approved Master Sign Plan
Maximum Height (see Ⓑ in Figure 20)	1. 50 feet 2. 80 feet, if approved as part of a Master Sign Plan
Minimum Setback (see Ⓒ in Figure 20)	5 feet from all property lines
Additional Standards	1. The erection of a consolidated sign requires a minimum of three tenants or individual uses on the same site. 2. See also Residential Protection Standards in LVMC 19.08.120 (C)
Illumination Permitted	Internal and external illumination, animated and electronic message units are permitted
Certificate Required	Yes

Illustrations & Graphics

Marquee Signs
19.08.120(F)(22)

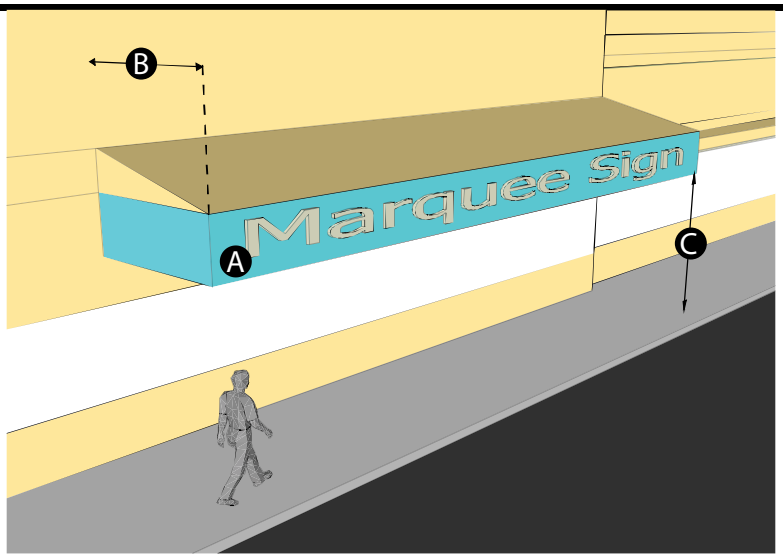


FIGURE 21

Table 18. Consolidated Sign Standards in Commercial and Industrial Districts (see Figure 21)

Standard	C-1, C-2, C-M and M
Maximum Number	1 marquee sign per building elevation
Maximum Area (see Ⓐ in Figure 21)	1. 20% of the building elevation to which it is attached. 2. The total combined area of all wall, window, roof, awning and marquee signs shall not exceed 20% of the building elevation to which they are attached
Maximum Height	A marquee sign shall not extend beyond the top or sides of the building elevation to which it is attached
Minimum Setback (see Ⓑ in Figure 21)	May project over public right-of-way, provided marquee maintains minimum setback of three feet from back of curb
Minimum Clearance (see Ⓒ in Figure 21)	8 feet from the ground to the bottom of the sign
Additional Standards	1. Shall not be located on a building elevation oriented to adjoining residential property. 2. Subject to review by Department of Public Works, to the extent they extend over or near public right-of-way
Illumination Permitted	Internal, external, animated and electronic message unit signage
Certificate Required	Yes

Illustrations & Graphics

Message Boards
19.08.120(F)(23)

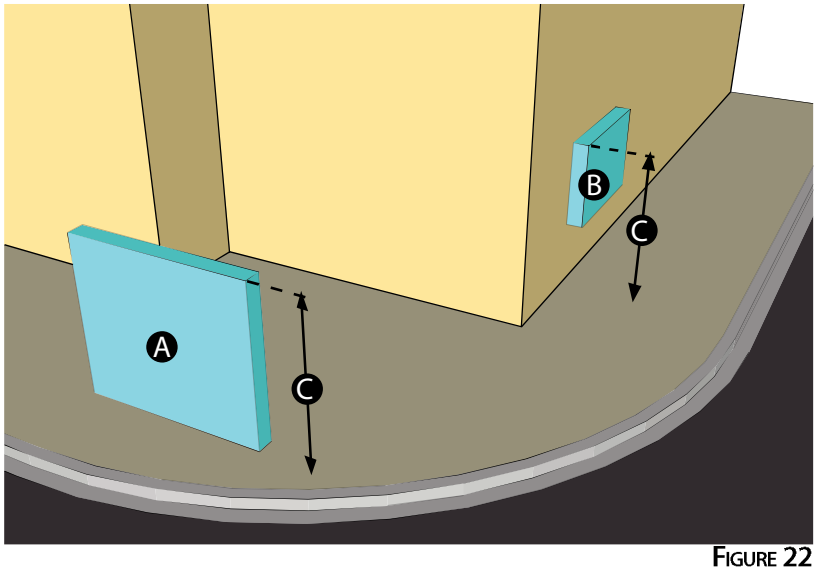


FIGURE 22

Table 19. Message Board Standards in Commercial and Industrial Districts (see Figure 22)

Standard	C-1, C-2, C-M and M
Maximum Number	If visible from the public right-of-way, 2 menu board signs are permitted per drive-through lane where drive-through uses are permitted
Maximum Area (see Ⓐ and Ⓑ in Figure 22)	1. 60 square feet for freestanding and 2. 24 square feet, or not more than 2% of the building elevation if attached, but coverage of the building elevation with all signs in no case shall exceed 20%
Maximum Height (see Ⓒ in Figure 22)	7 feet
Minimum Setback	5 feet from all property lines
Additional Standards	Only the word "Menu" should be legible from the public right-of-way
Illumination Permitted	Direct white light or internal illumination permitted. For a site with a Master Sign Plan, other illumination may be permitted in accordance with the Master Sign Plan
Certificate Required	No

Illustrations & Graphics

Projecting Signs
19.08.120(F)(24)



FIGURE 23

Table 20. Projecting Sign Standards in Commercial and Industrial Districts (see Figure 23)

Standard	C-1, C-2, C-M and M
Maximum Number	1 sign per entrance
Maximum Area	32 square feet
Maximum Height	1 foot above eave or rafter line, whichever is higher
Minimum Setback	A projecting sign may project over the public right-of-way, provided the projecting sign maintains a minimum setback of 3 feet measured from the back of the curb and such signs do not project more than 6 feet from the building elevation to which they are attached
Minimum Clearance	8 feet from the ground to the bottom of the sign
Additional Standards	1. Projecting signs shall not be permitted on property that has freestanding signs 2. Projecting signs shall be subject to review by the Department of Public Works to the extent they extend over or near the public right-of-way
Illumination Permitted	Internal, external, animated and electronic message unit signage
Certificate Required	Yes

Illustrations & Graphics

Roof Signs
19.08.120(F)(25)

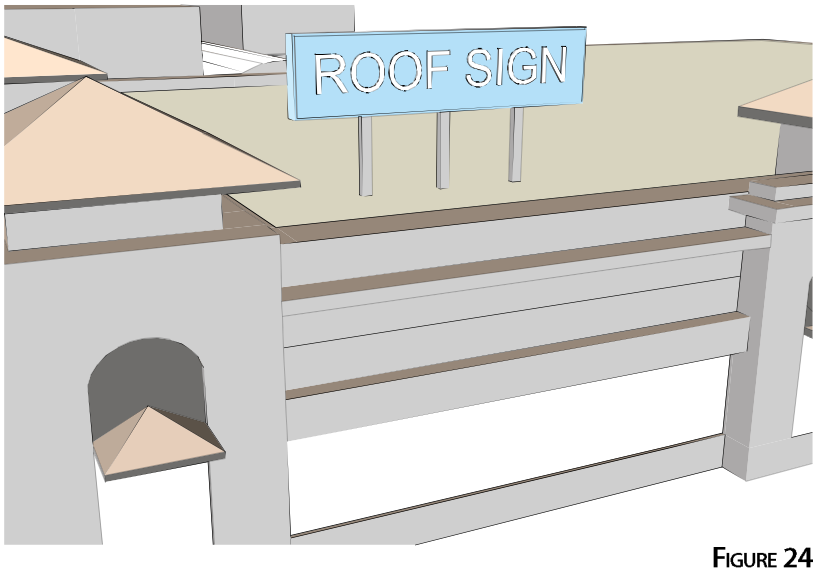


FIGURE 24

Table 21. Roof Sign Standards in Commercial and Industrial Districts (see Figure 24)

Standard	C-1, C-2, C-M and M
Maximum Number	1 sign per building elevation
Maximum Area	20% of the building elevation to which the sign is most nearly parallel to, up to a maximum of 150 square feet. The total combined area of all wall, window, roof, awning and marquee signs shall not exceed 20% of the building elevation to which they are attached
Maximum Height	A roof sign shall not extend more than 8 feet above the top of wall, marquee or parapet to which it is attached. The total height of the building, including the sign, shall not exceed permitted height of the building in the zoning district in which it is located
Minimum Setback	NA
Maximum Projection	A roof sign shall not project horizontally more than 4 feet from the roof to which it is attached. There shall be no additional message on the additional horizontal surface created by the projection
Additional Standards	See also Residential Protection Standards in LVMC 19.08.120 (C)
Illumination Permitted	Internal, external, animated and electronic message unit signs are permitted except on a building elevation visible from and located within two hundred feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use
Certificate Required	Yes

G. Temporary Signs

Temporary signs are not constructed or intended for long term use. A limited number of temporary signs are permitted in residential districts as follows:

1. Special Event Signs (See Figure 25)

a. General Standards. Special event signs may be approved by the Director for a limited time as a means of publicizing special events such as grand openings.

i. Special event signs may include balloons, inflated devices, searchlights, pennants, portable signs, streamers and other similar devices.

b. Certificate Required. A temporary sign certificate is required for a temporary special event sign.

i. The certificate allows the holder to display temporary event signs on the lot where the event is to occur. Temporary special event signs may be displayed by the same business license holder on the same lot up to four times in any one calendar year. The aggregate time of display of such signs shall not exceed sixty days in any one calendar year.

2. Political Signs (see Figure 26)

a. Maximum area. 64 square feet per political sign. A political sign may be substituted for any other lawful sign, or political copy may be used to replace copy on any existing, conforming sign.

b. Additional standards.

i. Political signs shall be placed only on private property.

ii. Political signs shall be designed and located in such a manner so that such signs do not interfere with or will be confused with a traffic control signal or sign, or obstruct the vision of traffic.

iii. Political signs shall not be placed on any public property or right-of-way or posted on any utility pole or device.

c. Certificate required. All political signs in excess of 32 square feet require a sign

Illustrations & Graphics 19.08.120(G)

FIGURE 25 - SPECIAL EVENT SIGNS

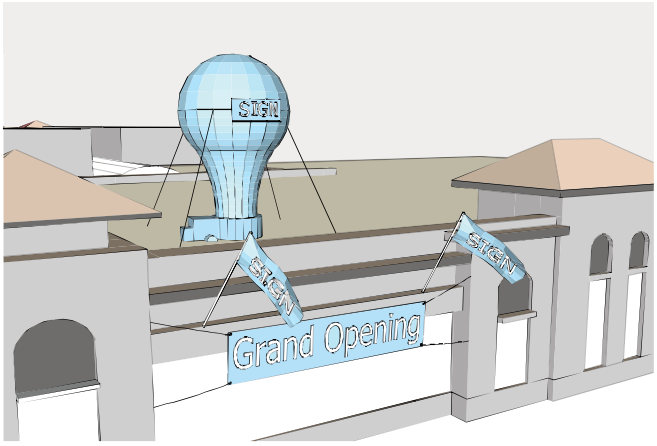


FIGURE 27 - POLITICAL SIGNS

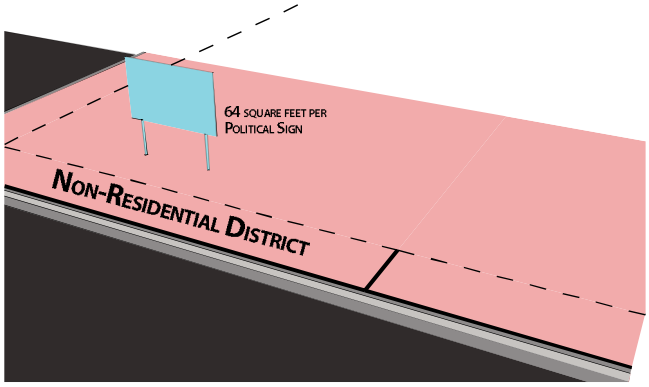


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FIGURE 27 - CONSTRUCTION SIGNS

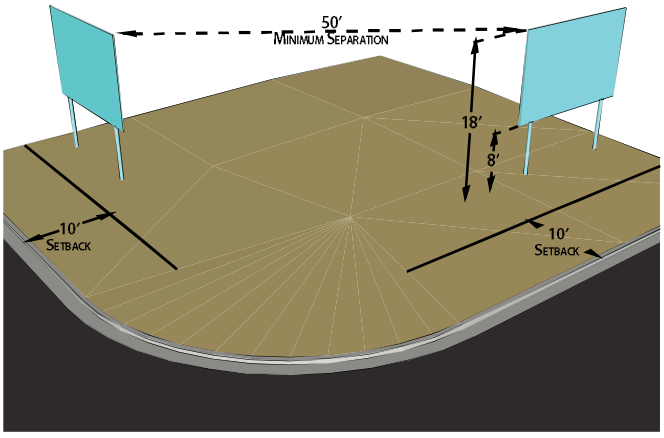
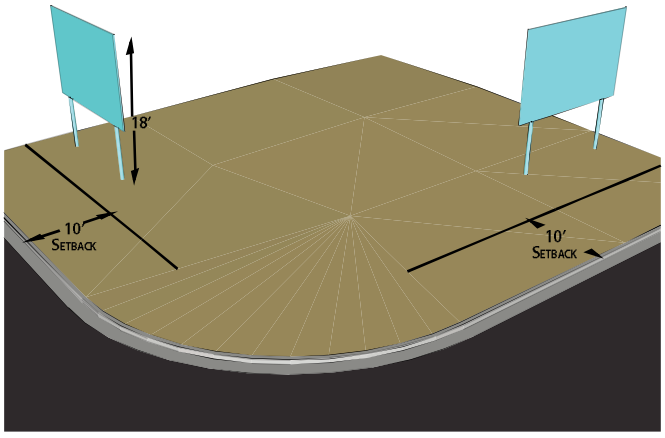


FIGURE 28 - REAL ESTATE SIGNS ADVERTISING COMMERCIAL PROPERTY



certificate. Other political signs do not require a sign certificate.

d. Illumination permitted. Where a political sign is erected in place of another permitted sign or political copy is placed on an existing, lawful sign in a non-residential district, the illumination standards otherwise applying to the sign shall apply to the political sign or political copy.

e. Removal. All political signs that relate to an election shall be removed within 15 days after the election to which they pertain. Signs supporting a candidate who loses a primary election or wins a nonpartisan race in a primary election with more than 50 percent of the vote shall be removed within 15 days after the primary election.

i. The person or persons who are responsible for the erection, placement or distribution of any political sign, including the person whose candidacy the sign supports, are jointly and severally responsible for the removal of the political sign and the cost thereof.

ii. If any sign is not removed within the time period set forth above, the City may, upon 5 days written notice to a candidate or other person responsible, remove and dispose of any such sign. The City shall certify the removal and may charge the candidate or other person responsible for the City's cost for the removal. Removal charges shall be paid within 30 days after receipt of a statement of charges.

3. Construction Signs (see Figure 27)

a. Maximum number. One construction sign per development per street frontage.

i. Where two construction signs are located on a corner lot, such signs shall be separated by not less than 50 feet.

b. Maximum area. 300 square feet in sign area.

c. Maximum height. 18 feet.

d. Minimum clearance from bottom of the sign to ground. 8 feet.

e. Minimum setback. 10 feet from any public right-of-way.

f. Additional standards.

i. Construction signs shall be freestanding signs and firmly secured in the ground, as approved by the Building Official.

ii. Construction signs are not permitted on residentially zoned property.

g. Illumination permitted. No.

h. Certificate required.

i. A temporary sign certificate is required. The certificate application shall be accompanied by a site or location plan which clearly depicts the location of the proposed sign; a description, drawing or picture of the proposed sign and a description of the means by which it will be secured; and

ii. The certificate is valid for up to 12 months or until the construction is complete, whichever occurs first. At that time, the sign shall be removed unless a new certificate has been obtained. The property owner(s) and the certificate holder, if the latter is not the property owner(s), shall each be responsible for the maintenance and removal of the sign.

4. Real Estate Signs Advertising Commercial Property (see Figure 28)

a. Maximum number. One real estate sign per development or property for sale or lease per street frontage for parcels five acres or less in area, plus one additional sign for each additional five acres of parcel area.

b. Maximum area.

i. Unimproved lots. 32 square feet per sign, or with an approved temporary sign certificate, such sign(s) may be up to 80 square feet in area for lots 20,000 square feet or less in area, plus an additional 40 square feet of sign area for each 20,000 additional square feet of lot area. In no case shall the aggregate sign area of all such permitted signs or the area of a single sign exceed 300 square feet.

ii. Improved lots. 64 square feet.

c. Maximum height. 18 feet.

d. Minimum setback. 10 feet from any public right-of-way.

e. Illumination permitted. No.

f. Additional standards.

i. Real estate signs shall be subject to the provisions of LVMC 19.08.120 (C).

ii. The sign shall be a freestanding sign that is firmly secured in the ground, as approved by the Building Official.

g. Certificate required.

i. A temporary certificate is required for signs in excess of 32 square feet.

ii. The certificate is valid until the property or the last unit is sold or leased. At that time, the sign shall be removed. The property owner(s) and certificate holder, if the latter is not the property owner(s), shall each be responsible for the maintenance and removal of the sign.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19.10

Special Area and Overlay Districts – Purpose and Development and Design Standards

Unified Development Code
Title 19


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19.10

Special Area and Overlay Districts - Purpose and Development and Design Standards

19.10.010 Purpose and Intent 219

19.10.020 C-V (Civic) 221

19.10.030 P-C (Planned Community) 223

19.10.040 PD (Planned Development)..... 227

19.10.050 R-PD (Residential Planned Development) 231

19.06.060 T-C (Town Center) 233

19.10.070 T-D (Traditional Development)..... 237

19.10.080 A-O (Airport Overlay) 241

19.10.090 CD-O (Designed Commercial Overlay) 245

19.10.100 DC-O (Downtown Casino Overlay) 247

19.10.110 DCP-O (Downtown Centennial Plan Overlay) 253

19.10.120 DE-O (Downtown Entertainment Overlay) 255

19.10.130 G-O (Gaming Enterprise Overlay)..... 257

19.10.140 HS-O (Hillside Overlay) 259

19.10.150 HD-O (Historic Designation Overlay) 271

19.10.160 SB-O (Las Vegas Boulevard Scenic Byway Overlay) 283

19.10.170 LW-O (Live/Work Overlay) 285

19.10.180 RP-O (Rural Preservation Overlay) 287


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PURPOSE AND INTENT 19.10.010

The Special Purpose Districts, Overlay Districts and other area-specific standards and guidelines established in this Chapter:

A. Are to be used in areas of the City which have special characteristics and require special zoning regulations to establish and maintain the character of those areas;

B. May include, as applicable, special regulations regarding land use, buildings and structures, building height, building site areas, setback requirements, landscaping, streetscape and aesthetic characteristics, and any other item or concern regulated by this Title.


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19.10.020

C-V CIVIC DISTRICT

A. Intent of the District

The purpose of the C-V District is to provide for the continuation of existing public and quasi-public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District and other public utility facilities. In addition, the C-V District may provide for any public or quasi-public use operated or controlled by any recognized religious, fraternal, veteran, civic or service organization. The C-V District is consistent with the Public Facilities category of the General Plan.

B. Development Standards

Except as provided for in Subsections (C), (D) and (E) below, the minimum development standards for property in the C-V District shall be established by the City Council in connection with the approval of a rezoning application or administratively in connection with the approval of a site development plan. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area.

C. Utility Installations

Utility Installations shall be designed in a manner which enhances compatibility between the built and natural environment and will not negatively impact the use and enjoyment of adjacent and neighboring properties. Site planning for the location of above ground structures shall consider impacts to surrounding uses and be located at least fifteen feet from property lines. Above ground structures shall be oriented and located away from adjacent residential uses. Utility Installations shall be screened with a decorative wall consisting of at least 20% contrasting materials and/or colors which adequately shields surrounding properties from the use. The perimeters of Utility Installations shall be buffered with drought-tolerant landscape material, including but not limited to trees, shrubs, cacti and vines which will adequately screen blank walls from surrounding uses.

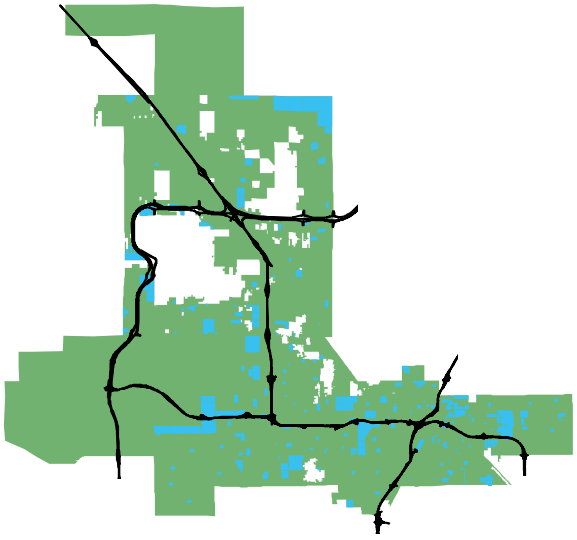
D. Buildings and Plazas

Buildings and Plazas within the C-V District shall be located at the front of the site at the minimum setback line and should make a strong tie to the building lines of each street unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible. Pedestrian open spaces and plazas shall be integral to the overall design of the proposed

Illustrations & Graphics

C-V 19.10.020

FIGURE 1 - CIVIC DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE C-V DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES CURRENTLY ZONED AS C-V (CIVIC) DISTRICT.

FIGURE 2 - UTILITY INSTALLATIONS

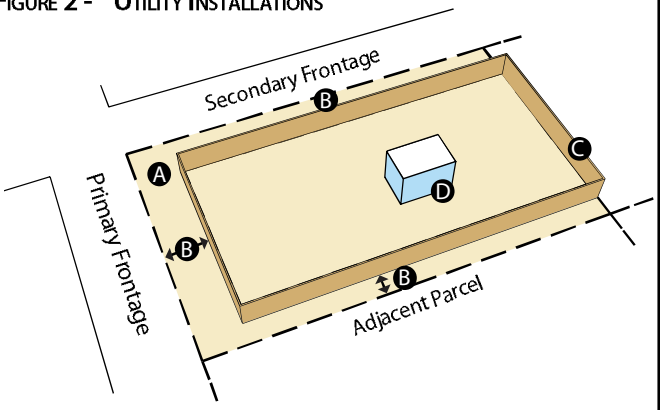
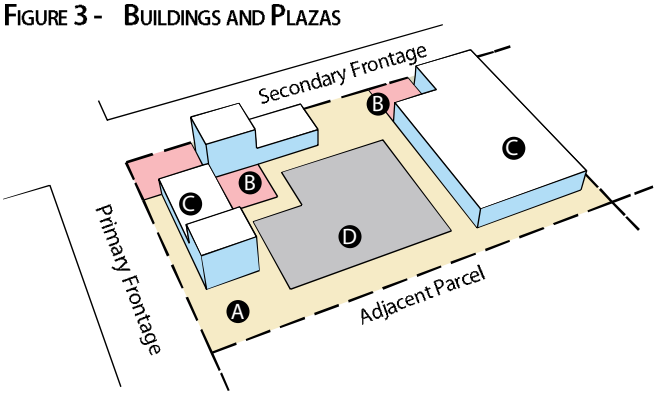


FIGURE 3 - BUILDINGS AND PLAZAS



development and shall be located in areas of high pedestrian traffic in such a manner to be convenient and readily accessible. Pedestrian open spaces and plaza shall include without limitation benches, pergolas, landscape arbors, artwork and landscape to sufficiently shade or soften the space. Parking lots shall be located to the side or rear of buildings and away from the street front and shall not be permitted on street corners unless the applicant can demonstrate by substantial and convincing evidence that to do so would be infeasible.

E. Signage

Standards for signage within the C-V District shall be the same as those indicated in LVMC 19.08.120 for the P-O District with the following additional standards:

1. Non-illuminated letters identifying the name of a public or semi-public institution may be permanently set on the wall of the building, providing the sign does not exceed fifty square feet.

2. Signs on public buildings meeting the foregoing criteria may be permitted on structures which are a part of the institutional architecture or which are symbolic of the institution and the permitted square footage and maximum height limitation of public building signs shall apply only to the written message.

3. In addition to the indicated signs, additional signs may be permitted in conjunction with public and semi-public institutions subject to the review and approval of the Planning Commission as to each case.

19.10.030

P-C PLANNED COMMUNITY DISTRICT

A. Intent and Objectives

1. The Planned Community (P-C) District is established to permit and encourage the development of comprehensively planned communities, with a minimum of 3,000 contiguous acres of land under one ownership or control, which can flourish as unique communities as a result of the comprehensive planning required for this large scale of development. The rezoning of property to the P-C District is appropriate only if the Planned Community Program, with respect to such property, will accomplish the objectives set forth in Paragraph (2), below.

2. In order for property to qualify for P-C District zoning, the master developer must demonstrate the potential for achievement of the following specific objectives throughout the planning, design and development stages:

a. Providing for an orderly and creative arrangement of land uses with respect to each other, to the entire Planned Community and to all adjacent land;

b. Providing for a variety of housing types, employment opportunities and commercial services to achieve a balanced community for families of a wide variety of ages, sizes and levels of income;

c. Providing for a planned and integrated comprehensive transportation system for pedestrian and vehicular traffic, which may include provisions for mass transportation and roadways, bicycle or equestrian paths, pedestrian walkways and other similar transportation facilities;

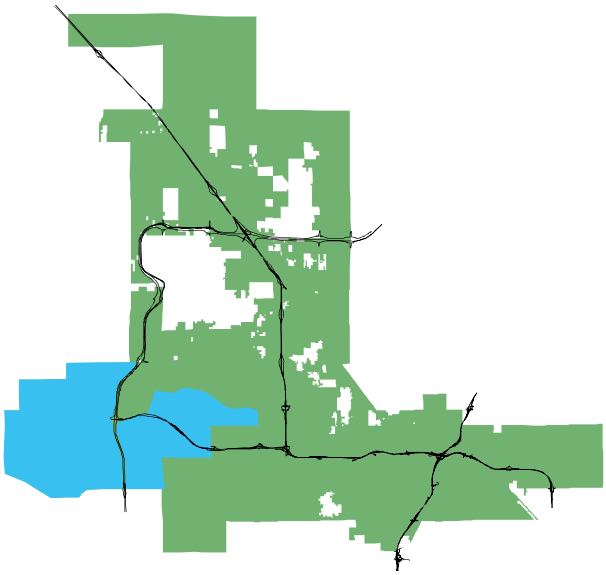
d. Providing for cultural, educational, medical, religious and recreational facilities;

e. Locating and siting structures to take maximum advantage of the natural and manmade environment and to provide view corridors; and

f. Providing for adequate, well-located and well-designed open space and community facilities.

Illustrations & Graphics **P-C 19.10.030**

FIGURE 1 - PLANNED COMMUNITY DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE PC DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTY CURRENTLY ZONED AS PC (PLANNED COMMUNITY) DISTRICT.

B. Permitted Land Uses and Development Standards

Development in the P-C District may consist of any use or combination of uses that are specifically approved for the property in the Planned Community program. The developer shall include in the Planned Community Program a listing of the uses proposed and the general arrangement for each land use category within the proposed P-C District. The listing and general arrangement of the approved land uses shall be shown in the Planned Community Program that is adopted as part of the P-C District approval.

C. Density

The approved Planned Community Program shall establish the maximum number of dwelling units per gross acre for each residential category, as well as for the entire property. The number of dwelling units permitted per gross acre on any parcel in the P-C District shall be determined at the time the Development Plan is approved.

D. Minimum Site Area for Rezoning

The minimum site area that is eligible for rezoning to the P-C District is 3,000 acres. Any additional tract which contains less than the minimum site area and which is contiguous to property previously zoned P-C may also be zoned P-C by the City Council if it otherwise qualifies for the P-C zoning designation and, at the time of such rezoning, is owned by or is under the control of the same property owner (including its successors and assigns) that applied for and obtained P-C zoning on the original property so zoned. The rezoning of any such additional property shall be made subject to an approved Planned Community Program applicable to that property.

E. Special Application Requirements

Plans and documentation which must accompany a rezoning application are as follows:

1. A conceptual development plan for the property, including general land use designations, transportation plans and plans for open space and community facilities. A general phasing plan shall be included to indicate the intended timing of development;

2. Development standards that set forth: densities; building height, bulk and setback requirements; requirements for signage, landscaping, parking and open space; and procedures for Development Plan review and for modifying and deviating from the Planned Community Program;

3. Storm drainage information, which shall consist of a preliminary drainage study completed by a registered professional engineer on a map with a minimum contour interval of five feet;

4. Conceptual utility layout that includes tentative sewer and water main corridors; and

5. Proposed conditions, covenants and restrictions, including design guidelines.

F. Review, Recommendation and Approval

1. **Planned Community Program.** The initial zoning approval of a P-C District shall consist of a review and recommendation by the Planning Commission and approval by the City Council, in accordance with the provisions of LVMC 19.16.090. The approval of a P-C District by the City Council shall be accomplished directly by ordinance and shall include the approval and adoption of a Planned Community Program. An approved Planned Community Program shall be a matter of record and shall be made available in the Department.

2. **Modified Planned Community Program.** The developer may develop property in the P-C District in accordance with, but only in accordance with, the approved Planned Community Program and any approved modifications thereof or deviations therefrom. No modification or deviation shall be effective unless it is approved in accordance with this Section and the procedures set forth in the Planned Community Program. The Director may request modification of a program in accordance with the modification procedures set forth in the program.

3. **Planned Community Program Procedures.** A Planned Community Program shall contain procedures to provide for modification of and deviation from the program pursuant to review by the Director, the Planning Commission or the City Council, or any combination thereof, and such procedures shall be exclusive of any other procedure, other than the procedures for notification of public hearings, that is provided in this Title for the approval of any Rezoning, Variance or Special Use Permit. With respect to any modification or deviation that requires approval by the Planning Commission or City Council, or both, the modification or deviation may be approved only upon a finding by the Planning Commission or City Council, as the case may be, that:

a. The requested modification or deviation, if approved, will not affect the rights of property owners or residents within the P-C District to maintain and enforce previously approved conditions, covenants and restrictions and other rights in the Planned Community Program; and

b. The requested modification or deviation, if approved, will be consistent with the planning objectives and goals of the approved Planned Community Program.

4. Department Conformance Review-Appeal. Each Development Plan that is submitted in connection with the implementation of a Planned Community Program shall be reviewed for conformance therewith by the Director. The Director may require modifications that bring the Development Plan or site plan into conformance with applicable standards of health, safety and welfare and may recommend design adjustments to better fulfill the intent of the Planned Community Program approval and the purposes of the P-C District.

5. Appeal of Director's Decision. An applicant who is aggrieved by the decision of the Director with respect to a proposed Development Plan or site plan may request a review of such decision by the Planning Commission. An applicant who is aggrieved by the decision of the Planning Commission may appeal such decision to the City Council by filing a written request for appeal with the City Clerk within fifteen calendar days after the date of the Planning Commission's decision.

G. Open Space and Landscape Area Requirements

A minimum of 20 percent of the gross property area in the P-C District shall consist of open space, recreation facilities, multi-purpose trails, pedestrian and bikeway facilities, other common community facilities and landscaped areas in public rights-of-way. Any private recreation facility which serves more than one individual lot may be counted as a part of the minimum requirement. Specific open space and landscaped area requirements shall be set forth in the Planned Community Program.

H. Street and Subdivision Design Requirements

All development shall conform to the standard street and subdivision design requirements set forth in LVMC Chapters 19.02 and 19.04, except as otherwise provided for specifically in an approved Planned Community Program.

I. Non-applicability of Other Provisions-Analogous Applications

1. The Development Standards may contain provisions for the processing and review of Minor Exceptions, Deviations, Plot Plan Reviews, Development Plan Modifications and other land use control procedures. If such procedures are so provided, they supersede the corresponding procedures set forth in this Title.

2. With regard to any issue of land use regulation that may arise in connection with the PC District and that is not addressed or provided for specifically in this chapter or in an approved Planned Community Program, the Director may apply by analogy the general definitions, principles and procedures set forth in this Title, taking into consideration the intent of the approved Planned Community Program.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19.10.040

PD PLANNED DEVELOPMENT DISTRICT

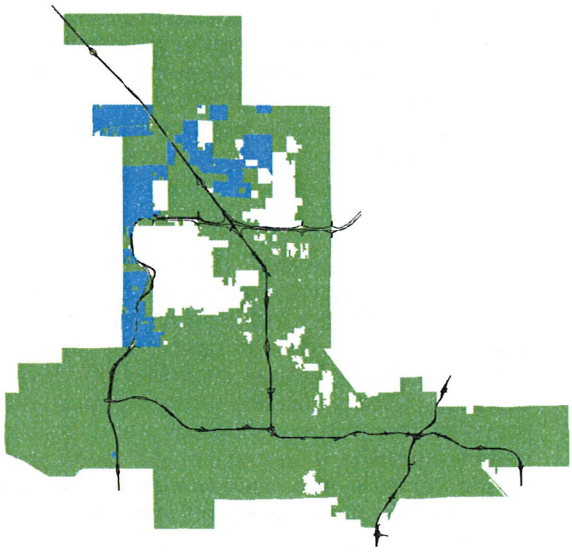
A. Intent of District

The intent of the Planned Development (PD) District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or multi-use planned development. The rezoning of property to the PD District may be deemed appropriate if the development proposed for the District can accomplish one or more of the following goals:

1. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community;
2. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities;
3. Providing for flexibility in the distribution of land uses, in the density of development, and in other matters typically regulated in zoning districts;
4. Providing for cultural, civic, educational, medical, religious or recreational facilities, or any combination thereof, in a planned or a unique setting and design;
5. Providing for the redevelopment of areas where depreciation of any type has occurred.
6. Providing for the revitalization of designated areas;
7. Promoting or allowing development to occur in accordance with a uniform set of standards which reflect the specific circumstances of the site;
8. Avoiding premature or inappropriate development that would result in incompatible uses or would create traffic and public service demands that exceed the capacity of existing or planned facilities;
9. Encouraging area-sensitive site planning and design; and
10. Contributing to the health, safety and general welfare of the community and providing development which is compatible with the City's goals and objectives.

Illustrations & Graphics **PD 19.10.040**

FIGURE 1 - PLANNED DEVELOPMENT DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE PD DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTY CURRENTLY ZONED AS PD (PLANNED DEVELOPMENT) DISTRICT.

B. Definitions

For purposes of this Section:

1. "Master development plan" means a specific written plan and accompanying maps which identify, with respect to a PD District development, the proposed location and size of development parcels, land uses and zoning designations; transportation plans and a traffic impact analysis; open space, community facilities and amenity plans; and the applicable development regulations and design standards.

2. "Development standards" means the minimum standards for development in the Planned Development District, including but not limited to standards for intensity and type of use; densities; building design, layout, configuration, height, coverage, spacing, bulk and setback requirements; provision for utilities; topography and drainage patterns; signage; open space and landscaping; on-site vehicular and pedestrian circulation and parking; urban design elements and features; and site amenities.

C. Rezoning And Minimum Site Area

Property may be rezoned to the Planned Development District by the City Council in accordance with the requirements of this Section and LVMC 19.16.090. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a district development project number or label, along with the designation "PD". The rezoning shall include the adoption of a specific master development plan and development standards.

The minimum site area for a Planned Development District is forty acres.

D. Application Requirements

1. In the case of property that is sought to be reclassified to the Planned Development District by the property owner, the owner or authorized representative must meet with the Director, or the Director's designee, before the City has any obligation to accept the rezoning application as complete.

2. In addition to the submittals required by LVMC Chapter 19.18, the following must accompany an application for rezoning submitted by a property owner:

   a. A metes and bounds description of the proposed Planned Development District.

   b. A proposed master development plan for the entire site.

   c. Development standards that are proposed to be applied to the development. The development standards must include provisions regarding the installation of utility boxes and above ground utilities that are at least as restrictive as those set forth in this Tile for comparable development.

   d. Any proposed conditions, covenants and restrictions for the development, including easements and grants for public utility purposes.

   e. The location of primary and secondary thoroughfares proposed for the development, including right-of-way widths and the location of access points to abutting streets.

   f. Identification of all rights-of-way, easements, open spaces or other areas to be dedicated, deeded or otherwise transferred to the City.

   g. A plan for the extension of any necessary public services and facilities, including sewer facilities and facilities for flood control and drainage.

   h. Guidelines for the physical development of the property, including illustrations of proposed architectural, urban design, landscape, open space and signage concepts.

   i. The location and description of all buffering that is proposed between the development site and adjacent properties.

   j. Additional information and detail as may be required in order to respond to the unique characteristics of the site and its location.

E. Permitted Uses and Standards

Any combination of residential, commercial, industrial or public uses may be permitted within a specific Planned Development District to the extent they are consistent with the Master Development Plan for that District. The uses to be permitted within the District must be specified in the adopted Master Development Plan for the District. Because of the nature and purpose of the PD District, and notwithstanding any other provision of this Section:

1. An application to rezone property to the PD District may be denied by the City Council, at its complete discretion, if it finds that the proposed development is incompatible or out of harmony with surrounding uses or the pattern of development within the area.

2. No use, type of development or development standard is presumptively permitted within the PD District unless it already has been included in the adopted plan for the District.

3. An application to allow within the PD District a particular use, type of development or development standard which has not already been included in the adopted plan for the District may be denied if it is incompatible or out of harmony with the surrounding uses or the pattern of development within the area.

F. Approval of Master Development Plan and Development Standards

In connection with the approval of a Planned Development District, the City Council shall adopt a Master Development Plan and Development Standards, which will thereafter govern the development of property within the District. In considering the approval of a Master Development Plan and Development Standards for a Planned Development District, the Planning Commission and City Council shall be guided by the following objectives, and may impose such conditions and requirements deemed necessary to meet those objectives:

1. Consistency of the proposed development with the General Plan; this Title; the Design Standards Manual; the Landscape Wall, and Buffer Standards Manual; and other applicable plans, policies, standards and regulations.

2. Compatibility of the proposed development with adjacent and surrounding development.

3. Minimization of the development's impact upon adjacent roadways and neighborhood traffic, and upon other public facilities and infrastructure.

4. Protection of the public health, safety, and general welfare.

G. Modification of Master Development Plan and Development Standards

The development of property within the Planned Development District may proceed only in strict accordance with the approved Master Development Plan and Development Standards. Any request by or on behalf of the property owner, or any proposal by the City, to modify the approved Master Development Plan or Development Standards shall be filed with the Department of Planning and Development. In accordance with Paragraphs (1) and (2) of this Subsection, the Director shall determine if the proposed modification is "minor" or "major," and the request or proposal shall be processed accordingly.

1. **Minor Modification.** A Minor Modification is a modification which is requested or agreed to by the property owner and which is intended to accomplish one or more of the following:

   a. A change in the location of a use from the location specified in the approved Master Development Plan, but only if the change in location will not have a significant impact on other uses in the area.

   b. The addition of uses that are comparable in intensity to those permitted in connection with the rezoning approval or the approval of a Master Development Plan for the District.

   c. A change in parking lot layout, building location or other similar change that conforms with the intent of the previously approved Master Development Plan and Development Standards.

   d. A change in the species of plant material proposed for the District.

   e. A decrease in the density or intensity of development from that previously approved for the District.

   f. Any other change or modification of a similar nature which the Director determines will not have a significant impact on the District or its surroundings. A Minor Modification shall be reviewed and acted upon administratively by the Director. An applicant who is aggrieved by the Director's decision may appeal that decision to the Planning Commission by filing a written appeal with the Department no later than 10 days after the date the applicant receives notice of the administrative decision.

2. **Major Modification.** A Major Modification includes any modification which does not qualify as a Minor Modification. A Major Modification shall be processed in accordance with the procedures and standards applicable to a rezoning application, as set forth in Subsections (H) to (M), inclusive, of LVMC 19.16.090.

H. Site Development Plan Review

All development within a PD District is subject to the site development plan review procedures set forth in LVMC 19.16.100.

I. Issue Resolution – Analogous Standards

With regard to any issue of land use regulation that may arise in connection with a Planned Development District and that is not addressed or provided for specifically in this Section or in the approved Master Development Plan and Development Standards for that District, the Director may apply by analogy the general definitions, principles, standards and procedures set forth in this Title, taking into consideration the intent of the approved Master Development Plan and Development Standards.

1. **Signage.** As this Subsection applies to standards for signage:

   a. Single and Two Family residential developments within a PD District shall be the analogous to those standards indicated in LVMC 19.06.140 for the R-1 District; and

   b. Multifamily residential developments within a PD District shall be the analogous to those standards indicated in LVMC 19.06.140 for the R-3 District.

19.10.050

R-PD RESIDENTIAL PLANNED DEVELOPMENT DISTRICT

A. Intent of R-PD District

The R-PD District has been to provide for flexibility and innovation in residential development, with emphasis on enhanced residential amenities, efficient utilization of open space, the separation of pedestrian and vehicular traffic, and homogeneity of land use patterns. Historically, the R-PD District has represented an exercise of the City Council's general zoning power as set forth in NRS Chapter 278. The density allowed in the R-PD District has been reflected by a numerical designation for that district. (Example, R-PD4 allows up to four units per gross acre.) However, the types of development permitted within the R-PD District can be more consistently achieved using the standard residential districts, which provide a more predictable form of development while remaining sufficiently flexible to accommodate innovative residential development. Therefore, new development under the R-PD District is not favored and will not be available under this Code.

B. Development Standards

1. The development standards for a project, including minimum front, side and rear yard setbacks, grade changes, maximum building heights, maximum fence heights and fence design, parking standards, standards for any guest houses/casitas and other design and development criteria, shall be as established by the approved Site Development Plan Review for the development.

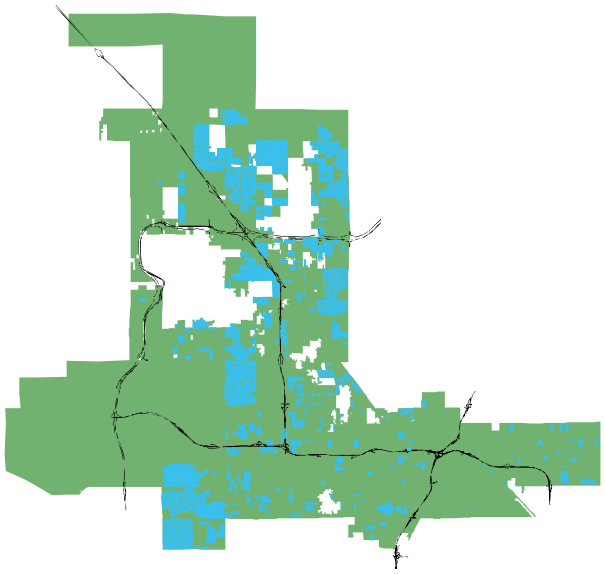
2. With regard to any issue of development standards that may arise in connection with a Residential Planned Development District and that is not addressed or provided for specifically in this Section or in the approved Site Development Plan Review for that District, the Director may apply by analogy the general definitions, principles, standards and procedures set forth in this Title, taking into consideration the intent of the approved Site Development Plan Review.

a. Signage. As this Paragraph (2) applies to standards for signage:

i. Single and Two Family residential developments within a R-PD District shall be the analogous to those standards indicated in LVMC 19.06.140 for the R-1 District; and

Illustrations & Graphics **R-PD 19.10.050**

FIGURE 1 - RESIDENTIAL PLANNED DEVELOPMENT DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE R-PD DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTY CURRENTLY ZONED AS R-PD (RESIDENTIAL PLANNED DEVELOPMENT) DISTRICT.

ii. Multifamily residential developments within a R-PD District shall be the analogous to those standards indicated in LVMC 19.06.140 for the R-3 District.

C. Permitted Land Uses

1. Single-family and multi-family residential and supporting uses are permitted in the R-PD District to the extent they are determined by the Director to be consistent with the density approved for the District and are compatible with surrounding uses. In addition, the following uses are permitted as indicated:

a. Home Occupations for which proper approvals have been secured.

b. Child Care-Family Home and Child Care-Group Home, to the extent the Director determines that such uses would be permitted in the equivalent standard residential district.

2. For any use which, pursuant to this Subsection, is deemed to be permitted within the R-PD District, the Director may apply the development standards and procedures which would apply to that use if it were located in the equivalent standard residential district.

3. For purposes of this Subsection, the "equivalent standard residential district" means a residential district listed in the Land Use Tables which, in the Director's judgment, represents the (or a) district which is most comparable to the R-PD District in question, in terms of density and development type.

D. Plan Amendment Approvals, Conditions, Conformance

Amendments to an approved Site Development Plan Review shall be reviewed and approved pursuant to LVMC Title 19.16.100(H). The approving body may attach to the amendment to an approved Site Development Plan Review whatever conditions are deemed necessary to ensure the proper amenities and to assure that the proposed development will be compatible with surrounding existing and proposed land uses.

19.10.060

T-C TOWN CENTER DISTRICT

A. Intent and Objectives

1. The Town Center (T-C) District is established to permit and encourage the development of a mixed-use employment center which will provide economic stability and diversification for the City of Las Vegas. The primary objective of the T-C District concept is to provide employment for in excess of 100,000 individuals while, at the same time, creating a unique blending of human habitation and economic activity. The rezoning of property to the T-C District is appropriate only if the Town Center concept will be followed and the objectives set forth in Paragraph (2) below are adhered to.

2. In the T-C District, the developer must demonstrate the potential for achieving the following outlined objectives throughout the planning, design and development stages:

   a. Providing for an orderly and creative arrangement of land uses with respect to each other, to the Town Center and to all adjacent properties;

   b. Providing for a variety of housing types which are not found elsewhere in the City, as well as employment opportunities and commercial services to achieve a balanced community for individuals and families of wide variety of ages, sizes and levels of income;

   c. Providing for a planned and integrated comprehensive transportation system for pedestrian and vehicular traffic, which may include provisions for mass transportation and roadways, bicycle paths, pedestrian walkways and other similar transportation facilities;

   d. Providing for cultural, educational, medical, religious and recreational facilities;

   e. Locating and siting structures to take maximum advantage of the natural and manmade environment and to establish new view corridors; and

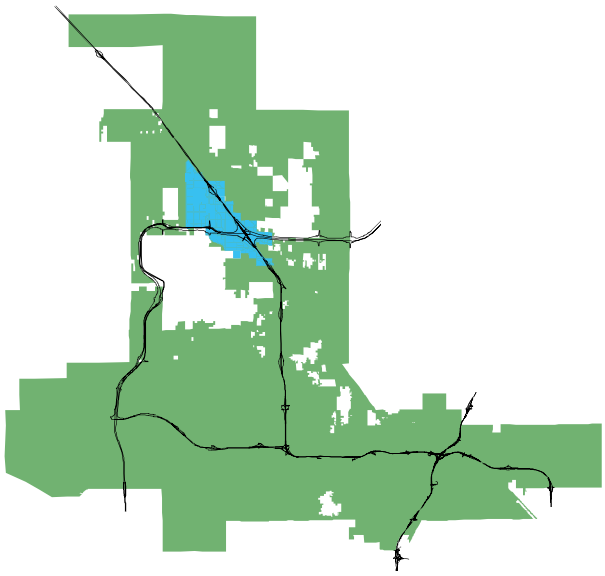
   f. Providing for adequate, well-located and well-designed open space and community facilities.

B. Permitted Land Uses and Development Standards

1. Development in the T-C District may consist of any use or appropriate combination of uses that are

Illustrations & Graphics **T-C 19.10.060**

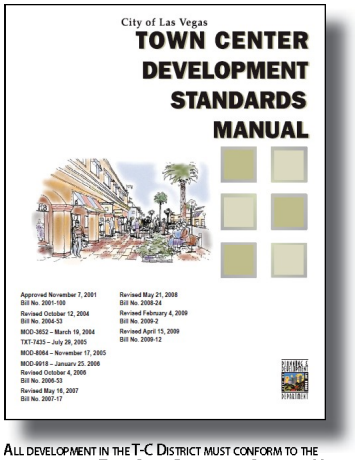
FIGURE 1 - TOWN CENTER DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE T-C DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTY CURRENTLY ZONED AS T-C (TOWN CENTER) DISTRICT.

FIGURE 2 - TOWN CENTER DEVELOPMENT STANDARDS MANUAL



ALL DEVELOPMENT IN THE T-C DISTRICT MUST CONFORM TO THE PROVISIONS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL .

specifically approved for the property in the Town Center Land Use Matrix, as set forth in the Town Center Development Standards Manual (See Figure 2). The developer shall identify in a written analysis the proposed uses for each project and shall specify how each proposed use is consistent with the Land Use Matrix.

2. Development in the T-C District shall conform to the Town Center Development Standards Manual, which is hereby adopted by this reference. The Town Center Development Standards Manual shall be on file in the Office of the City Clerk and in the Department. The Town Center Development Standards Manual may be amended from time to time by ordinance or by resolution of the City Council.

C. Special Application Requirements

Plans and documentation which must accompany a re-zoning application are as follows:

1. A conceptual development plan for the property, including general land use designations, parking plans, transportation plans and plans for open space and community facilities. A general phasing plan shall be included to include the intended timing of development;

2. Proposed development standards that set forth architecture; densities; building height, bulk and setback requirements; requirements for signage, landscaping, parking and open space. The proposed standards should demonstrate consistency and compliance with the Town Center Development Standards Manual;

3. Storm drainage information, which shall consist of a preliminary drainage study completed by a registered professional engineer on a map with a minimum contour interval of five feet;

4. Conceptual utility layout that includes tentative sewer and water main corridors; and

5. Proposed conditions, covenants and restrictions, including architectural, design and other development guidelines to be followed.

D. Development Review, Recommendation, and Approval

1. Zoning Approval. The rezoning of property to the T-C District shall be by means of a review and recommendation by the Planning Commission and approval by the City Council, in accordance with the provisions of LVMC 19.16.090. The approval of a T-C District by the City Council shall be accomplished directly by ordinance. The approval of a T-C District may include the approval of a Development Plan which shall thereafter govern the development of the property.

2. Development Approval

a. Plans for proposed development within the T-C District must be submitted to the Department. The Director or the Director's designee shall review the plans for conformance with the provisions of the Subchapter, and may require modifications to the proposal in order to protect the public health, safety and welfare and to better fulfill the intent of the Town Center Land Use Plan and the Town Center Development Standards Manual.

b. Development of any project within the T-C District may be approved administratively if the proposed development:

i. Requires no additional approval by any board or the City Council; and

ii. Is in full compliance with the Town Center Development Standards Manual, any Development Plan which has been approved for the project, and the intent of the Town Center concept.

c. For any other development, approval must be obtained in accordance with the procedural and substantive requirements set forth in the Town Center Development Standards Manual, this Subchapter, and the provisions of this Title.

3. Appeal of Decision. An applicant that is aggrieved by the decision of the Director or the Director's designee with respect to a proposed plan for development may appeal that decision to the Planning Commission. An applicant that is aggrieved by the decision of the Planning Commission may appeal such decision to the City Council by filing a written request for appeal with the City Clerk within fifteen calendar days after the date of the Planning Commission's decision.

E. Open Space and Landscape Area Requirements

A minimum of 20 percent of the gross property area proposed to be added to or developed within the T-C District shall consist of any combination of open space, recreation facilities, multi-purpose trails, pedestrian and bikeway facilities, other common community facilities

and landscaped areas in public rights-of-way. Any private recreation facility which serves more than one individual lot may be counted as a part of the minimum requirement. Specific open space and landscaped area requirements are as set forth in the Town Center Development Standards Manual.

F. Street and Subdivision Design Requirements

All development shall conform to the standard street and subdivision design requirements set forth in this Title, except as otherwise provided for specifically in the Town Center Development Standards Manual.

G. Analogous Applications

With regard to any issue of land use regulation that may arise in connection with the T-C District and that is not addressed or provided for specifically in this Section or in the Town Center Development Standards Manual, the Director may apply by analogy the general definitions, principles and procedures set forth in this Title, taking into consideration the intent of the approved Town Center Land Use Plan.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19.10.070

T-D TRADITIONAL DEVELOPMENT DISTRICT

A. Intent and Objectives

1. **Purpose.** The Traditional Development (T-D) District is established to permit and encourage the development comprehensively planned mixed-use communities, with a minimum of eighty contiguous acres of land under one ownership or control, which can generally exist as a self-contained community. The rezoning of the property to the T-D District is appropriate only if the Development Standards and Design Guidelines document that is proposed for such property will accomplish the objectives set forth in Paragraph (2) below.

2. **Minimum Qualifications.** In order for property to qualify for T-D District zoning, the master developer must demonstrate the potential for achievement of the following specific objectives throughout the planning, design and development stages:

   a. Providing for an orderly arrangement of land uses with respect to each other, to the entire area within the proposed district, and to all adjacent land;

   b. Providing for a balanced mix of housing types, commercial uses and civic amenities to provide a self-contained community for families of a wide variety of ages, compositions, and levels of income;

   c. Providing for a hierarchical transportation system of interconnected streets, with facilities for transit, pedestrians, bicycles, recreational paths and vehicles;

   d. Providing for the means by which the needs of daily living can be met within proximity of dwellings;

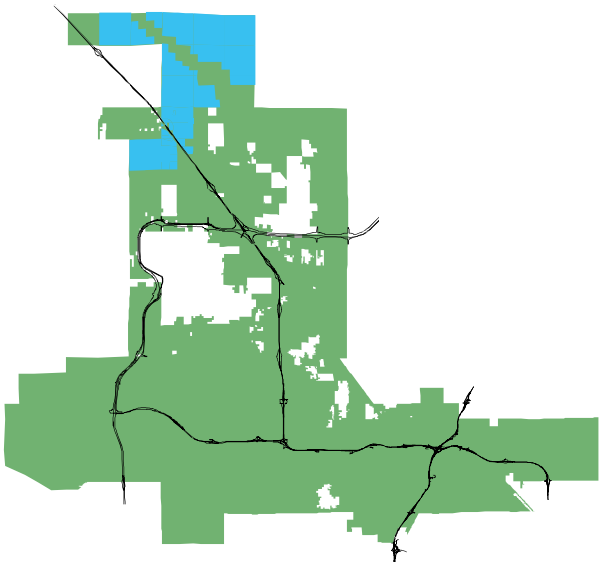
   e. Providing a strong relationship between buildings and street type, with emphasis on the pedestrian nature of the community, and de-emphasizing gated private streets and cul-de-sacs;

   f. Locating development to take maximum advantage of the natural environment;

   g. Providing for adequate, well-located and well-designed open space and community facilities;

Illustrations & Graphics **T-D 19.10.070**

FIGURE 1 - TRADITIONAL DEVELOPMENT DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE T-D DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTY CURRENTLY ZONED AS T-D (TRADITIONAL DEVELOPMENT) DISTRICT.

h. Providing for a variety of architecture, landscape architecture and overall image that considers local climate and topography;

i. Providing for a center focus that combines commercial, civic, residential, cultural and recreational uses;

j. Providing for the preservation of natural terrain drainageways (arroyos and desert washes), and of area vegetation, emphasizing these features within developed parks and natural open space; and

k. Providing for the wise use of water and energy. Water should be conserved through participation in appropriate local water conservation programs. Energy should be conserved through the efficient and responsible design of environmentally-friendly homes and other buildings, and participation in appropriate local or national energy conservation programs.

B. Permitted Land Uses and Development Standards

Development in the T-D District shall include residential uses, commercial uses, and civic uses. Within a proposed Development Standards and Design Guidelines document to be submitted in accordance with this Section, the developer shall include a listing of the uses proposed and the arrangement for each land use within the T-D District. The listing and arrangement of the approved land uses shall be show in the Development Standards and Design Guidelines document that is adopted as part of the T-D District approval.

C. Density

The approved Development Standards and Design Guidelines document shall establish the maximum number of dwelling units per gross acre for each residential and mixed-use category, as well as the overall number of residential units for the entire T-D District.

D. Minimum Site Area for Rezoning

The minimum site area that is eligible for rezoning to the T-D District is forty acres, which is the minimum area deemed necessary to accommodate a balanced mix of housing, commercial, and civic uses. Any additional tract which contains less than the minimum site area and which is contiguous to property previously zoned T-D may also be zoned T-D by the City Council if it otherwise qualifies for the T-D zoning designation and, at the time of such rezoning, is owned by or is under the control of the same property owner (including its successors and assigns) that applied for and obtained T-D zoning on the original property so zoned. The rezoning of any such additional property shall be made subject to the approved Development Standards and Design Guidelines applicable to that property.

E. Special Application Requirements

Plans and documentation which must accompany a rezoning application are as follows:

1. Proposed Development Standards and Design Guidelines that set forth:

a. A conceptual development plan for the property, including general land use designations, transportation plans, and plans for open space and civic facilities;

b. Densities;

c. Building height, bulk and setback requirements;

d. Requirements for signage, landscaping, parking and open space;

e. Grading, terracing and retain wall requirements;

f. A general phasing plan to indicate the intended timing of developments; and

g. Procedures for Development Plan review and for modifying and deviating from the Development Standards and Design Guidelines;

2. Storm drainage and grading information, which shall consist of a preliminary drainage study completed by a registered professional engineer on a map with a minimum contour interval of five feet;

3. Conceptual utility layout that includes tentative sewer and water main corridors; and

4. If required by the Director, a draft development agreement as contemplated by NRS 278.0201 to NRS 278.0207, the substance of which has been deemed acceptable by the Director.

F. Review, Recommendation and Approval

1. Development Standards and Design Guidelines. The initial zoning approval of a T-D District shall consist of a review and recommendation by the Planning Commission and approval by City

Council, in accordance with the provisions of LVMC 19.16.090. The approval of a T-D District by the City Council shall be accomplished directly by ordinance and shall include the approval and adoption of a Development Standards and Design Guidelines document. An approved Development Standards and Design Guidelines document shall be a matter of record and shall be made available in the Department.

2. **Adherence to Development Standards and Design Guidelines.** The developer may develop property in the T-D District in accordance with, but only in accordance with, the approved Development Standards and Design Guidelines and any approved modifications thereof or deviations therefrom. No modification or deviation shall be effective unless it is approved in accordance with this Section and the procedures set forth in the Development Standards and Design Guidelines. The Director may request modification of a program in accordance with the modification procedures set forth in the program.

3. **Modification/Deviation Procedures.** The Development Standards and Design Guidelines shall contain procedures to provide for modification of and deviation from the program pursuant to review by the Director, the Planning Commission or the City Council, or any combination thereof, and such procedures shall be exclusive of any other procedure, other than the procedures for notification of public hearings, that is provided in this Title for the approval of any Rezoning, Variance or Special Use Permit. With respect to any modification or deviation that requires approval by the Planning Commission or City Council, or both, the modification or deviation may be approved only upon a finding by the Planning Commission or City Council, as the case may be, that:

   a. The requested modification or deviation, if approved, will not substantially affect the rights of property owners or residents within the T-D District to maintain and enforce any covenants, conditions and restrictions that have been approved by the City, or any other rights they might have in the Development Standards and Design Guidelines; and

   b. The requested modification or deviation, if approved, will be consistent with the planning objectives and goals of the approved Development Standards and Design Guidelines; and

4. **Department Conformance Review.** Each Development Plan that is submitted in connection with the implementation of the Development Standards and Design Guidelines shall be reviewed for conformance therewith by the Director. The Director may require modifications that bring the Development Plan or site plan into conformance with applicable standards of health, safety and welfare, and may recommend design adjustments to better fulfill the intent of the Development Standards and Design Guidelines approval and the purposes of the T-D District.

5. **Appeal of Director's Decision.** An applicant who is aggrieved by the decision of the Director with respect to a proposed Development Plan or site plan may request a review of such decision by the Planning Commission. An applicant who is aggrieved by the decision of the Planning Commission may appeal such decision to the City Council by filing a written request for appeal with the City Clerk within fifteen calendar days after the date of the Planning Commission's decision.

G. Open Space and Landscape Area Requirements

The Development Standards and Design Guidelines shall identity a minimum percentage of the gross property area in the T-D District to be allocated for open space, recreational facilities, multi-purpose trails, pedestrian and bikeway facilities, other common community facilities, and landscaped areas in public rights-of-way. Any private recreation facility which serves more than one individual lot may be counted towards the minimum requirement. Specific open space and landscaped area development standards shall be set forth in the Development Standards and Design Guidelines.

H. Street and Subdivision Design Requirements

All development shall conform to the standard street and subdivision design requirements set forth in this Title, except as otherwise provided for specifically in the approved Development Standards and Design Guidelines.

I. Nonapplicability of Other Provisions – Analogous Applications

1. The Development Standards and Design Guidelines may contain provisions for the processing and review of Minor Exceptions, Deviations, Plot Plan Reviews, Development Plan Modifications and other land use control procedures. If such procedures are so provided in approved Development Standards and Design Guidelines, those procedures supersede the corresponding procedures set forth in this Title.

2. With regard to any issue of land use regulation that

may arise in connection with the T-D District and that is not addressed or provided for specifically in this Section or in the approved Development Standards and Design Guidelines, the Director may apply by analogy the general definitions, principles and procedures set forth in this Title, taking into consideration the intent of the approved Development Standards and Design Guidelines.

19.10.080

A-O AIRPORT OVERLAY DISTRICT

A. Establishment

1. There is hereby established an Airport Overlay District which consists of those certain areas that are delineated on the following maps:

   a. The McCarran International Airport Official Airspace Zoning Map; sheet number three, prepared by the Clark County Airport Engineering Department, dated July 18, 1990; hereafter known as the "McCarran Airport Overlay Map" and;

   b. The North Las Vegas Air Terminal Official Airspace Zoning Map, consisting of one sheet, prepared by the Clark County Airport Engineering Department, dated July 18, 1990; hereafter known as the "North Las Vegas Airport Overlay Map".

2. An area which is identified on more than one airport map is considered to be only in the map with the more restrictive height limitations.

3. Copies of the " McCarran Airport Overlay Map" and the "North Las Vegas Airport Overlay Map," are maintained in the Department.

4. Although not included as part of the Airport Overlay District, consideration shall be given to the protection of the Nellis Air Force Base airspace.

B. Airport Height Limitations

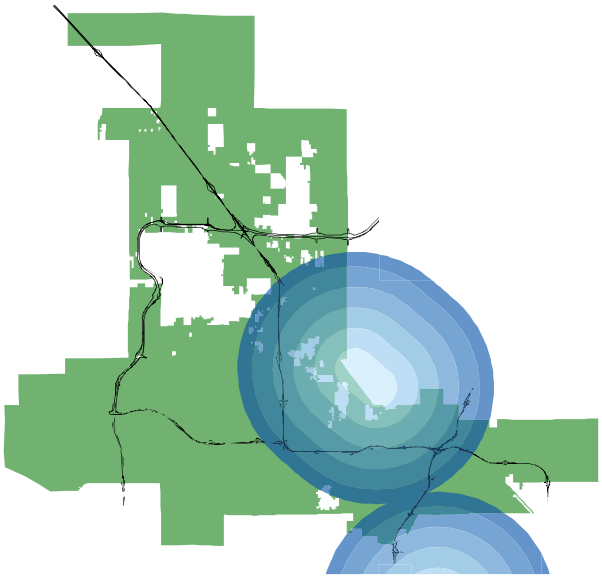
Except as otherwise provided in this Section, no structure shall be erected, altered or maintained on any parcel within the boundaries of the Airport Overlay District that would violate the height limitations depicted in the maps adopted herewith. All development within the airspace above the height of 35 feet above the surface of the land, lying beneath the approach surfaces, transitional surfaces, horizontal surfaces and conical surfaces, shall be subject to the height standards established on the Airport Overlay Maps. However, nothing in this Section shall be construed as prohibiting the construction or maintenance of any structure to a height up to 35 feet above the surface of the land on any parcel.

C. Aviation Easement

The issuance of a building permit for construction on property within the Airport Overlay District may be conditioned upon the property owner's signing of an aviation easement.

Illustrations & Graphics **A-O 19.10.080**

FIGURE 1 - AIRPORT OVERLAY DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE A-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE A-O (AIRPORT OVERLAY) DISTRICT.

D. Planning Commission Review and Approval

Except as provided in Subsection (E) below, any new construction or alteration of any existing structure on a parcel located within the Airport Overlay District must first be approved by the Planning Commission if such construction or alteration exceeds any of the following height standards:

1. Two hundred feet above the ground level at its site;

2. The plane of an imaginary surface extending outward and upward at a slope of 100 to 1 for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of any airport subject to the provisions of this subchapter;

3. For highways, railroads and other traverse ways for mobile objects; if construction or alteration is of greater height than the standards set forth in Paragraphs (1) or (2) above, after their height has been adjusted upward for the appropriate traverse way as follows:

a. For interstate highways: 17 feet;

b. For any other public roadways: 15 feet;

c. For any private road: 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater;

d. For any railroad: 23 feet;

e. For a waterway or any other unspecified traverse way: the height of the highest mobile object that would normally use the traverse way.

4. Any construction or alteration that would be in an instrument approach area and available information indicates the height might exceed any FAA obstruction standard.

E. Allowable Construction

Planning Commission review may be waived for construction or alteration of any of the following:

1. An object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographical features of equal or greater height, and would be located in the congested area of the City where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation;

2. An antenna structure of 20 feet or less in height above ground level;

3. An air navigation facility, airport visual approach or landing aid, aircraft arresting device or meteorological device of a type, the location and height of which is fixed by its functional purpose.

F. Use Restrictions

Notwithstanding any other provision of this Section, no use may be made of land or water within any zone established by this subchapter in such a manner as to create electrical interference with navigation signals or radio communication between the airport and aircraft; make it difficult for pilots to distinguish between airport lights and others; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards; or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport, or which in any way compromises public safety.

G. Non-Conforming Uses

1. The regulations prescribed by this Section shall not be construed to require the removal, lowering or other change or alteration of any structure not conforming to the regulations as of the effective date of this Section, or otherwise interfere with the continuance of a non-conforming use. Nothing contained in this Section shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Section and is diligently prosecuted.

2. Notwithstanding the preceding provisions of this Section, the owner of any existing non-conforming structure may be required to install, operate and maintain thereon such markers and lights as may be deemed necessary by the aviation authority having jurisdiction to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction.

H. Special Use Permit

1. Any person desiring to erect or increase the height of any structure, or to permit the growth of any tree, or otherwise use property in a manner which would exceed the limitations of this Section may apply to the Planning Commission for a Special Use Permit. The Special Use Permit application shall be processed in accordance with the Special

Use Permit procedures set forth in LVMC 19.16.110, except that:

a. The applicant shall notify the FAA regional office and the Clark County Department of Aviation of the application prior to the time of submission; and

b. Any approval by the Planning Commission must be referred automatically to the City Council for final disposition.

2. Notwithstanding the preceding provisions of this Section, no Special Use Permit shall be granted that would allow the establishment or creation of an obstruction or permit a non-conforming use, structure or tree to become a greater hazard to air navigation than it was on the effective date of this Section or any amendment thereto.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CD-O DESIGNED COMMERCIAL OVERLAY DISTRICT

A. Intent or Purpose

The purpose of the CD-O Designed Commercial Overlay District is to provide standards for the development of a select type of light commercial uses which will be in harmony with the neighborhood in which it is to be located. This is intended to overlay a standard commercial Zoning District in areas where it is necessary to preserve and maintain the character of surrounding land uses with less intense commercial development.

B. Development Standards

Unless otherwise approved by the City Council in a Site Development Plan, building heights in the Designed Commercial Overlay District shall not exceed:

1. One story or twenty feet, whichever is less, for parcels that front Charleston Boulevard between Rancho Drive and Valley View Boulevard;

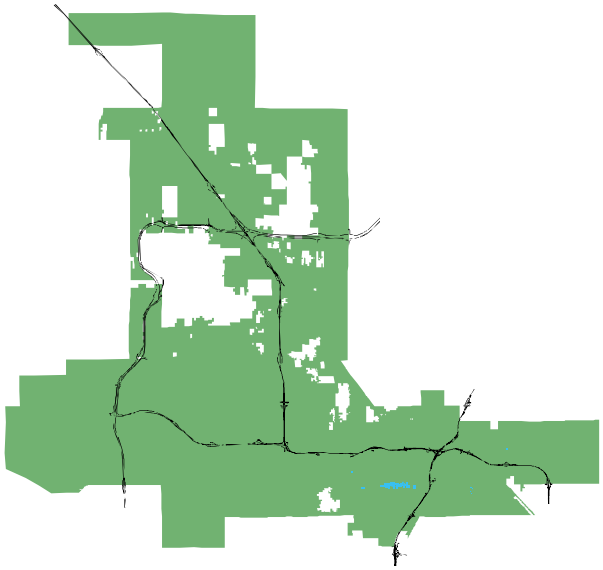
2. Two stories or thirty-five feet, whichever is less, for all other parcels.

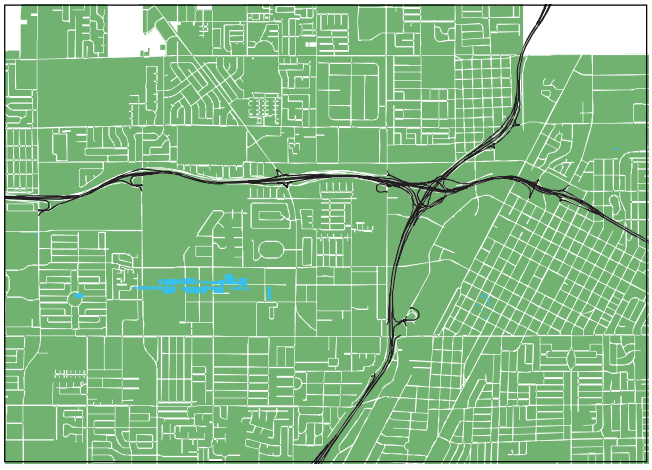
In addition to the standards listed above, lot coverage shall not exceed more than 30% and rear setbacks shall not be less than 25 feet.

Illustrations & Graphics

CD-O
19.10.090

FIGURE 1 - DESIGNED COMMERCIAL OVERLAY DISTRICT MAPS





MAPS ARE REPRESENTATIVE OF WHERE THE CD-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE CD-O (DESIGNED COMMERCIAL OVERLAY) DISTRICT.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DC-O DOWNTOWN CASINO OVERLAY DISTRICT

A. Boundaries

There is hereby created the Downtown Casino Overlay District, whose boundaries are depicted in Figure 1. Within the Downtown Casino Overlay District (referred to in this Section as the "District"), a sub-district is created, to be referred to as the Special Signage Sub-district (or the "Sub-District"), whose boundaries are also depicted in the map that appears below.

B. Special Sign Standards-Background

The area encompassed by the Downtown Casino Overlay District contributes greatly to the international identity, historical significance, and economic welfare of the City of Las Vegas. One of the key characteristics of this area virtually since its inception is the prominence of neon and illuminated signage, especially within the area encompassed by the Sub-district. Recognizing the unique role of such signage in this context, it is important to provide sign standards that apply only within this District, in order to ensure that future sign development is consistent with the appearance of established signage themes within this District and generates excitement and positive visual interest. The sign standards that follow initially will apply only to property within the Sub-district, with the possibility of expanded application in the future. The sign standards that follow have been developed to promote the general health, safety and welfare of the citizens and visitors, to maintain and enhance the historic Fremont Street sign character, and specifically to address the following issues:

1. **Encourage displays of signage to enhance the District as a nationally recognized place** - Although Las Vegas is nationally and internationally renowned for its role as the world's gaming capital, possibly the most visible symbol of this role is the exuberant and abundant signage of its casinos and related businesses. The continued development of more and better signage will continue to enhance this role.

2. **Preserve the tradition of neon art made famous by the casinos of Fremont Street** - Of all the types of signage in Las Vegas, neon signage fixtures most prominently in the history of the City and generates the greatest affection of both visitors and local residents. It is important that not only new signage continue this tradition of neon art, but that the remaining and salvaged neon signs be refurbished, preserved and displayed in proximity to the Fremont Street Experience and surrounding area.

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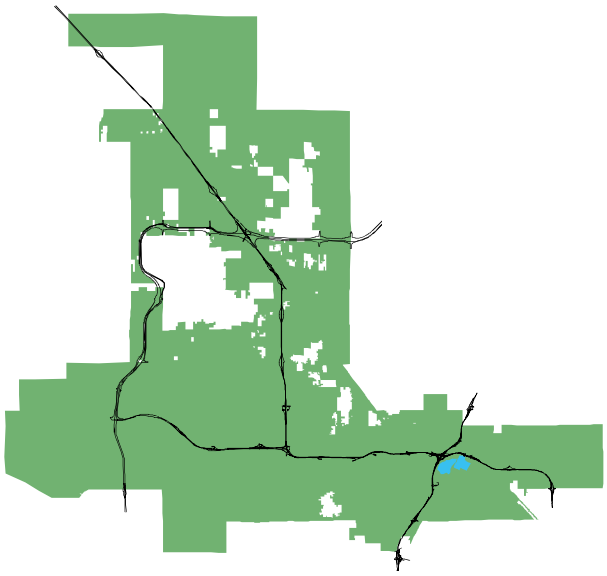
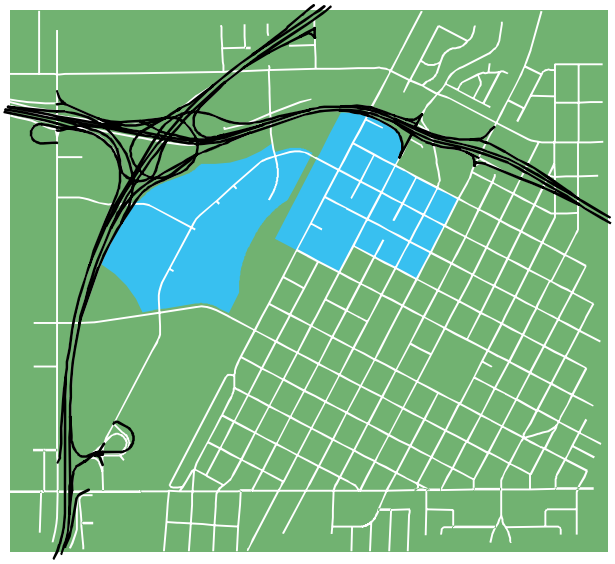
FIGURE 1 - DOWNTOWN CASINO OVERLAY DISTRICT MAPS





MAPS ARE REPRESENTATIVE OF WHERE THE DC-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE DC-O (DOWNTOWN CASINO OVERLAY) DISTRICT.

Maintaining and preserving the history of "Glitter Gulch", which is unique to Las Vegas, is vital to the ongoing sense of community and pride for the City. There will, therefore, be a general expectation that future signage development within the area around the Fremont Street Experience will contribute to the sense of the area as a special place.

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

4. **Strengthen the standing of the District as an integral and essential component of Downtown Las Vegas** - The development of additional signage, particularly in relation to existing, new and future development along the Fremont Street corridor, can enhance the visually exciting character of the existing signage along Fremont Street, including the spectacular canopy shows, if it is illuminated, animated, or neon in character.

5. **Preserve, protect and enhance the historic character of the District** - Many of the historically significant signs and displays incorporate distinct and readily identifiable images, such as the famous "Vegas Vic" neon sign. It is important that the future advertising within this area consider the use of iconic images or three-dimensional representations that can be compatible with the established historical context of the District.

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

7. **Provide freedom of architectural and artistic expression within the District** - One of the hallmarks of casino development in Las Vegas has been the flexibility with which a variety of architectural styles and features have been blended to create a unique urban form. It is important that signage can also be freely designed to create visual interest that matches and supports the architectural interest of the buildings themselves.

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

C. Special Sign Standards

1. Signs on parcels within the Sub-district are exempt from the sign regulations contained in this Title to the extent that those regulations are inconsistent with the provisions of this Section. Provisions of this Title related to signage that are not inconsistent with the provisions of this Section shall continue to apply to signs within the District. Such provisions of this Title related to signage may be applied by the Director or be made applicable as part of the review and approval process set forth in this Section.

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

3. The sign standards contained in this Section shall:

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

   b. Apply to all property, development, expansion and renovation within the Sub-district except property located within the boundaries of the Pedestrian Mall, as described in LVMC Chapter 11.68; and

   c. Apply to any building facade within 125 feet

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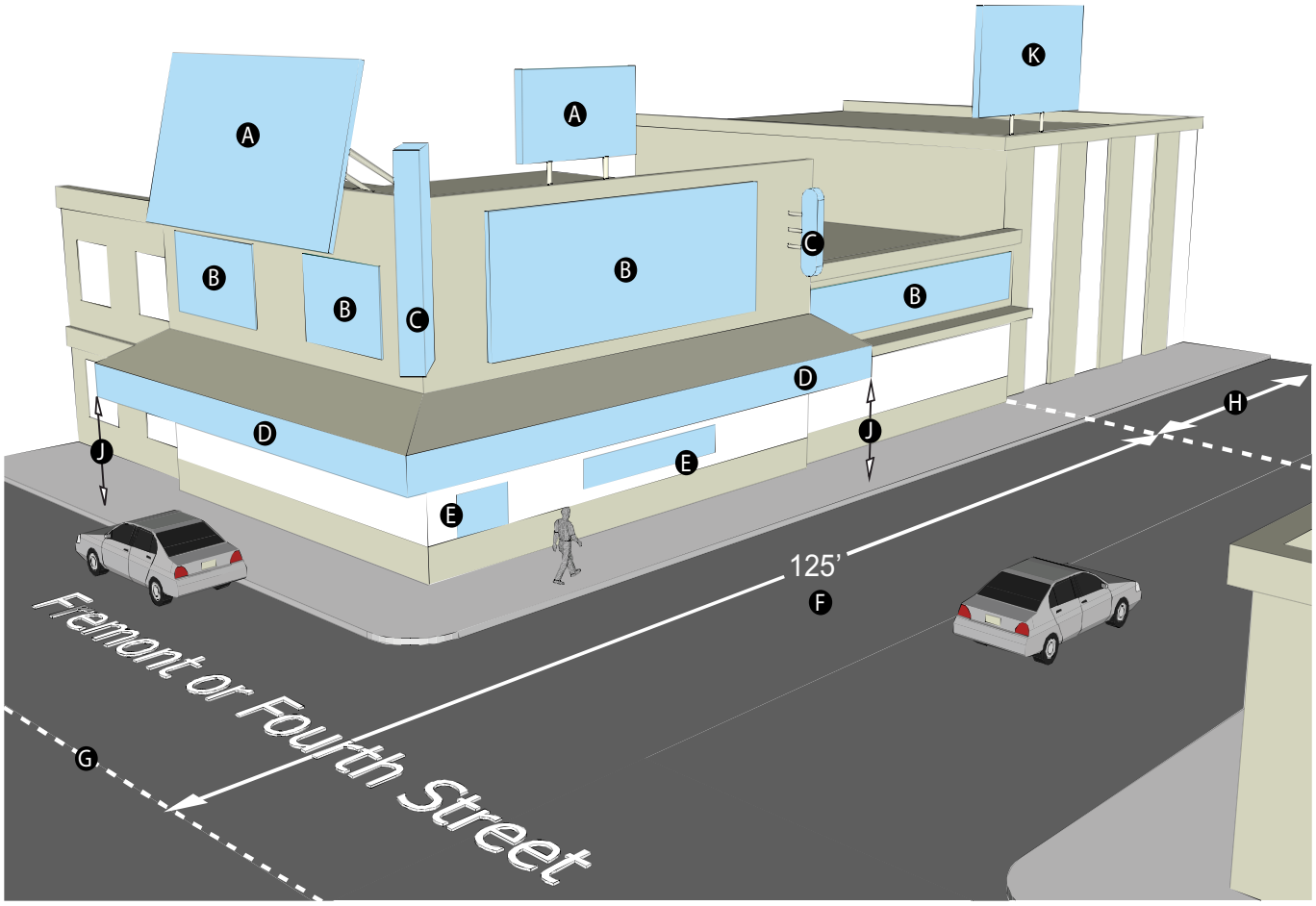

FIGURE 2

Table 1. Special Sign Standards Illustration Key (see Figure 2)

A.	Roof Sign	G.	Fremont or Forth Street Frontage
B.	Wall Sign	H.	Non-buffer Area
C.	Projecting Sign	I.	Eligible Wall Sign Area
D.	Marquee Sign	J.	Minimum Sign Clearance
E.	Storefront Wall Sign	K.	Non-buffer Area Signage
F.	125-foot Buffer Area		

of the centerline of the streets that border the Sub-district (referred to hereafter as the "buffer area."). (See "F" of Figure 2)

4. The development, construction, expansion, or renovation of freestanding signs within the Sub-district is prohibited, except signs that:

a. Belong to or are within the Neon Museum collection;

b. Have been declared by the Las Vegas Historic Preservation Commission to be "historic" or "contributing"; or

c. Are components of a way finding system or identity program for the Sub-district.

5. Each wall-mounted sign within the Sub-district shall be a minimum of 10 feet vertically above the height of the finished sidewalk along public rights-of-way and public pedestrian pathways. (See "J" of Figure 2) On-premise signs that do not exceed 65 square feet in size are exempt from this requirement, provided that there is a separation between such signs of at least 50 linear feet along the right-of-way or pathway. (See "E" of Figure 2)

6. Of all signage to be placed along Fourth Street, or along any street that is adjacent and perpendicular to Fourth Street and is within 125 feet of the centerline of Fourth Street, at least 75% of the total sign surface areas must consist of neon signs or animated signs, or a combination thereof. (See "A," "B", "C", "D", and "E" of Figure 2) Of all signage that is not within the areas described in the preceding sentence, the minimum percentage of neon or animated signage, or combination thereof, is 50%. (See "K" of Figure 2)

7. Individual sign surface areas shall not exceed a total of 1,500 square feet.

8. For any one wall, the maximum wall coverage for the composite total of all sign surface areas shall not exceed 50% of the eligible wall signage area, as depicted in Figure 3. This limitation does not apply to roof signs located above the roofline of the building facade nor to transparent "building wrap" signage.

9. The minimum separation distance between off-premise signs shall be 5 feet.

10. The total sign surface area of each wall mounted, roof mounted, or parapet mounted sign shall not exceed 1,500 square feet, and no such sign shall extend vertically more than 20 feet above the height of the parapet.

11. Animated signs must be fully operational and continuously animated 24 hours a day. Changes to the image or other animation feature must occur no less frequently than every 30 seconds, except when required maintenance or change of message dictates otherwise.

12. Each off-premise sign with at least two rotating or changing messages, images or contents, must change at least once every 30 seconds, and the sign must be framed by a decorative faceplate or frame that is at least 18 inches in width and that includes at least one band of illuminated neon tubing completely surrounding the sign.

13. At least 75% of off-premise signs are encouraged to be used to advertise places, products, goods, services, idea or statements whose subject is available or located within the District.

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

15. Signs may not encroach into any public right-of-way, or any intersection more than 8 feet perpendicular to the building wall to which the sign is attached. (See Figure 4) Marquee signage along Fourth Street is exempt from this limitation. The city does not encourage encroachment of signage into public rights-of-way, and the applicant or sign owner must obtain all necessary encroachment approvals before the installation of any sign.

16. The owner and operator of each sign is responsible for ensuring that appropriate sign maintenance occurs and that repairs of damaged signs are accomplished promptly.

D. Special Sign Standards-Review and Approval Procedures

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

a. Two members of the Planning Commission appointed by the Commission;

b. One representatives of the Department designated by the Director;

c. One representative of the City's Office of Business Development, designated by its Director; and

d. Three owners of businesses located within the District, as appointed by the Mayor

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

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

3. Design Review Provisions. The following design review procedures shall apply:

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

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

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

iii. The relationship of colors of the sign to the colors of adjacent buildings and nearby street graphics.

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

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

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

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

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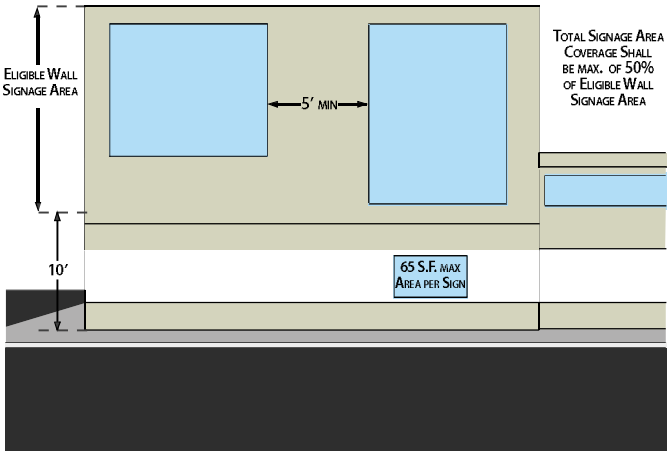
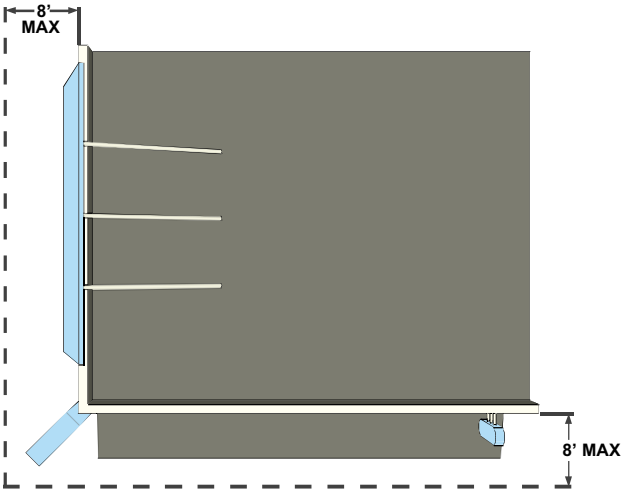
FIGURE 3 - MAXIMUM ELIGIBLE WALL COVERAGE



THE CITY DOES NOT ENCOURAGE THE ENCROACHMENT OF SIGNAGE INTO PUBLIC RIGHTS-OF-WAY. WHERE ALL NECESSARY APPROVALS HAVE BEEN RECEIVED, SIGNS MAY NOT ENCROACH INTO ANY PUBLIC RIGHT-OF-WAY, OR ANY INTERSECTION MORE THAN 8 FEET.

FIGURE 4 - SIGNAGE PROJECTION (TOP DOWN VIEW)



THE CITY DOES NOT ENCOURAGE THE ENCROACHMENT OF SIGNAGE INTO PUBLIC RIGHTS-OF-WAY. WHERE ALL NECESSARY APPROVALS HAVE BEEN RECEIVED, SIGNS MAY NOT ENCROACH INTO ANY PUBLIC RIGHT-OF-WAY, OR ANY INTERSECTION MORE THAN 8 FEET.

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

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

b. Applications for the design review of signs shall be processed as follows:

i. An application shall include: Ten complete sets of plans which contain visual representations of the lettering, illumination, color, area and height of graphics, and which also indicate the areas and building elevations where they are to be placed and located; photographic or drawn elevations of a minimum of 266 feet of frontage, with proposed signs superimposed, to show the context and perspective of the proposed signs; a drawing of each sign at one-half inch to one-inch scale; and any other items required by the Director or the DDRC.

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

iii. Approval or denial of an application by the DDRC shall be made in writing with reasons for approval, denial, or approval with conditions, within three days following each DDRC meeting. In the event written notification of the action is not provided within that period, the application shall be deemed to have been denied. Decisions of the DDRC may be appealed to City Council in accordance with the provisions of Paragraph (5) below.

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

a. The applicant establishes that a waiver is warranted based upon conditions specific to the parcel; and

b. The DDRC determines that the waiver:

i. Will not compromise the design objectives of the sign standards; and

ii. Will further the City's redevelopment efforts.

5. Appeals. The applicant may appeal a decision of the DDRC to the City Council. An appeal must be in written form and must be filed in the office of the City Clerk, with a copy to be filed in the office of the Department. The appeal must be filed within 10 days after notification of the administrative decision has been given (or within 10 days after the deadline for notification has passed), and shall specifically describe the decision at issue and the basis for the appeal. The appeal shall be considered on the next available agenda of the City Council.

6. Rules and Regulations. The DDRC shall have the authority to adopt rules and regulations concerning its administrative procedures.

19.10.110

DCP-O DOWNTOWN CENTENNIAL PLAN OVERLAY DISTRICT

A. Intent

The intent of the Downtown Centennial Plan Overlay District is to establish special design standards for development within the City's established urban core. The boundaries of the District shall be coterminous with the boundaries of the Las Vegas Downtown Centennial Plan (see Figure 2), as adopted by ordinance, and as the boundaries may be amended from time to time.

B. Downtown Design Standards

Development within the Downtown Centennial Plan Overlay District shall conform to the Downtown Las Vegas Design Standards (the "Design Standards"), which are included within the Las Vegas Downtown Centennial Plan. Those Design Standards are adopted and incorporated by this reference. In addition, development within the boundaries of any sub-districts within the Downtown Centennial Plan Overlay District shall conform to applicable Design Standards that have been adopted for that sub-district. As and when such Design Standards for sub-districts are adopted, they shall be deemed to be incorporated into this Subsection by this reference. Copies of all Design Standards adopted by the City Council (whether published separately or not) shall be on file in the Office of the City Clerk and in the Planning and Development Department. The Downtown Centennial Plan Design Standards are mandatory and shall apply to any property and zoning category within the District, and any Design Standards adopted for any sub-district are mandatory and shall apply to any property and zoning category within the sub-district to which they pertain. Design Standards referred to in this subsection may be amended from time to time by ordinance or by resolution of the City Council. If the City Council adopts more restrictive design standards for one or more additional sub-districts within the Downtown Centennial Plan Overlay District, those more restrictive standards shall apply to the sub-district to which they pertain.

C. Special Provisions

In order to encourage the development of a complex, visually interesting and urbane walkable mixed-use environment, and to encourage transit-oriented development as future transit routes and stations develop within the Downtown area, properties within the Downtown Centennial Plan Overlay District are exempt from the automatic application of the mandatory maximum building height, required building setback, maximum lot coverage, residential adjacency, standard landscap-

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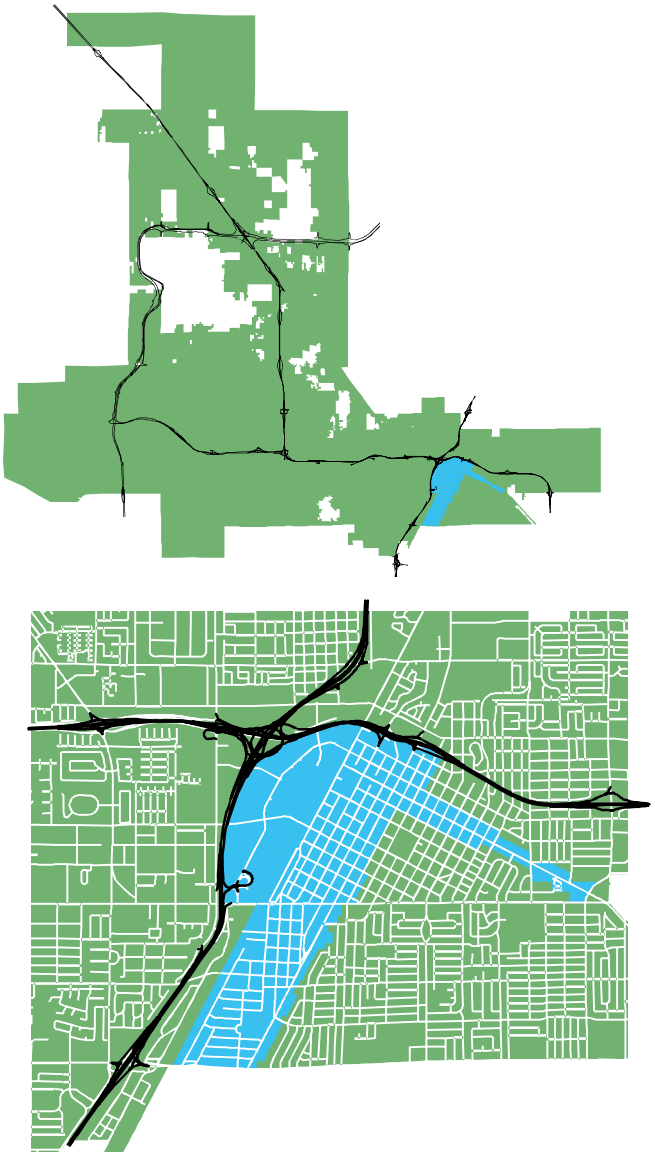
FIGURE 1 - DOWNTOWN CENTENNIAL PLAN OVERLAY DISTRICT MAPS



MAPS ARE REPRESENTATIVE OF WHERE THE DCP-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE DCP-O (DOWNTOWN CENTENNIAL PLAN OVERLAY) DISTRICT.

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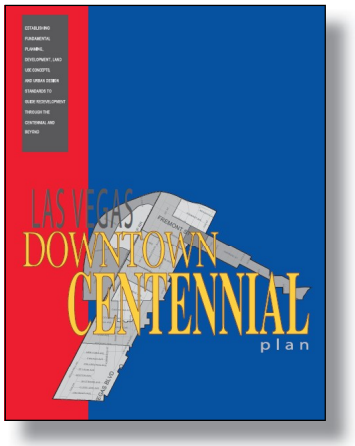
DCP-O
19.10.110

ing requirements, and standard parking requirements in this Title. However, the exemption does not prohibit City staff, the Planning Commission, and the City Council from imposing limitations on the approval of a Site Development Plan. Site Development Plan applications within the Downtown Centennial Plan Overlay District shall be evaluated on a case-by-case basis to determine the extent to which those standards shall be required.

FIGURE 2 - LAS VEGAS DOWNTOWN CENTENNIAL PLAN



DEVELOPMENT WITHIN THE DCP-O DISTRICT MUST CONFORM TO THE PROVISIONS OF THE LAS VEGAS DOWNTOWN CENTENNIAL PLAN.

19.10.120

DE-O DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT

A. Establishment of the District

There is hereby created the Downtown Entertainment Overlay District (the "District"), consisting of that area of the City bounded by Ogden Avenue on the north, Carson Avenue on the south, Las Vegas Boulevard on the west and 8th Street on the east. The boundaries are depicted in Figure 1.

B. Intent of District

The creation of the District is intended to further the City's downtown redevelopment plans in the spirit of restoring downtown Las Vegas as a dynamic, vibrant center for the entire Las Vegas Valley. Creation of the District is also intended to:

1. Create a safe and secure environment;
2. Eliminate urban blight;
3. Revitalize surrounding neighborhoods;
4. Foster economic development opportunities and expand free enterprise;
5. Eliminate criminal activities;
6. Make the East Fremont area a community of choice for business and citizens;
7. Adjust the zoning and licensing restrictions to encourage non-gaming blues and jazz nightclubs, comedy clubs, and other musical entertainment venues;
8. Leverage the popularity of the nearby Neonopolis and Fremont Street Experience attractions with the proposed physical proximity of the new district;
9. Encourage and facilitate the creation of an improvement district for a commercial area vitalization project for the District.

C. Separation Requirements for Liquor Establishments

For any liquor establishment (tavern), supper clubs, restaurant service bar, or other liquor-serving establishment that is approved by means of Special Use Permit for a parcel located within the District, the distance separation requirements set forth in LVMC Chapter 19.12 shall not apply. The Special Use Permit approval may

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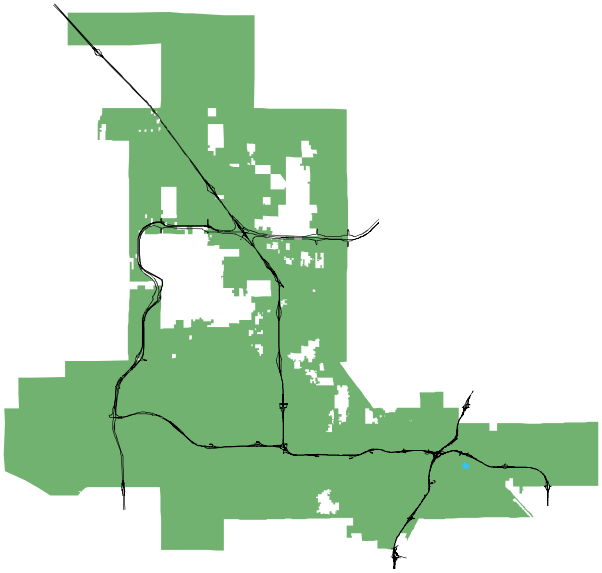
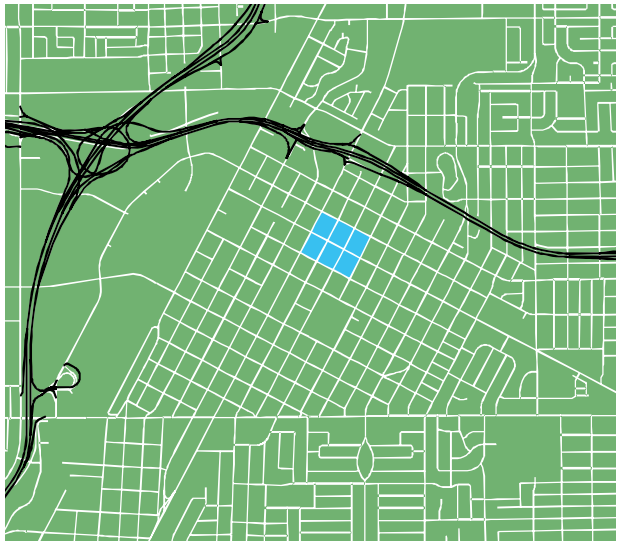
FIGURE 1 - DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT MAPS





MAPS ARE REPRESENTATIVE OF WHERE THE DE-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE DE-O (DOWNTOWN ENTERTAINMENT OVERLAY) DISTRICT.

include conditions designed to mitigate any impacts related to distance separation.

D. Parking Requirements

For any banquet facility, restaurant, café, tavern, bar, supper club, billiard parlor, nightclub/discotheque, general retail store or video arcade that is approved by means of Special Use Permit or otherwise for a parcel located within the District, the on-site parking requirements set forth in this Title shall not apply. The Special Use Permit or other approval may include conditions designed to mitigate any impacts related to parking.

E. Signage Standards

All new signage shall incorporate exposed neon, LED, animation, or any combination thereof, in at least fifty percent of the total surface area of such signage.

F. Review and Approval Procedures (General)

Except as otherwise provided in this Subsection (F), any application for development within the Downtown Entertainment Overlay District shall be processed in accordance with the normal review and approval processes set forth in LVMC Chapter 19.16. Any application for new signage shall be processed in accordance with the procedures described in Subsection (D) of LVMC 19.10.100.

G. Special Use Permits for Tavern-Limited Establishment

1. A Special Use Permit for a tavern-limited establishment shall be processed in accordance with the Special Use Permit provisions of LVMC 19.16.110. A Special Use Permit for this use may be approved if it meets the Special Use Permit criteria generally, the criteria for a tavern-limited establishment, and the criteria set forth in this Subsection (G).

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

H. Relationship to Other Provisions

All provisions of this Title shall apply to property within the District except to the extent that they conflict with the provision of this Section.

19.10.130

G-O GAMING ENTERPRISE OVERLAY DISTRICT

A. Intent

The intent of the Gaming Enterprise Overlay District is to reflect the implementation of the provisions of LVMC Chapter 6.40 and State law that pertain to gaming enterprise districts. The boundaries of the Gaming Enterprise Overlay District are as set forth in the map or maps established under LVMC Chapter 6.40.

B. Change of Boundaries

Any change to the boundaries of the Gaming Enterprise Overlay District shall be in accordance with the rezoning procedures established in LVMC 19.16.090, as well as the requirements of State law and LVMC 6.40.160.

C. Height Standard Exemption

All licensed gaming establishments within the Gaming Enterprise Overlay District are exempted from the automatic application of any height limitations specified in LVMC Chapter 19.08. However, the exemption does not prohibit the City Council from imposing a similar or equivalent height limitation in connection with the approval of a Site Development Plan.

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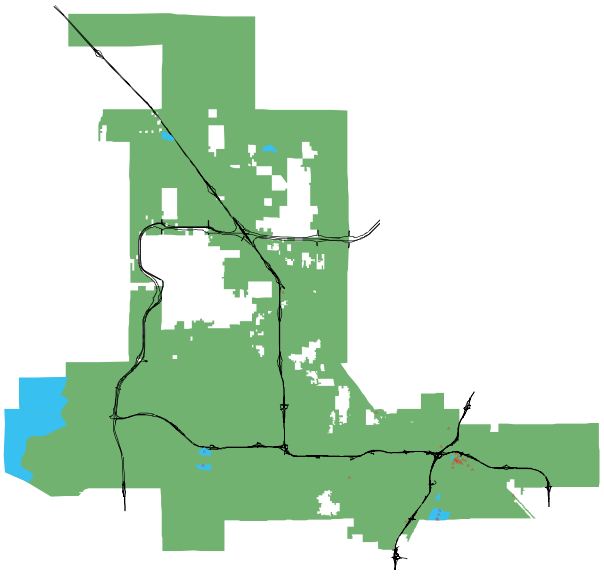
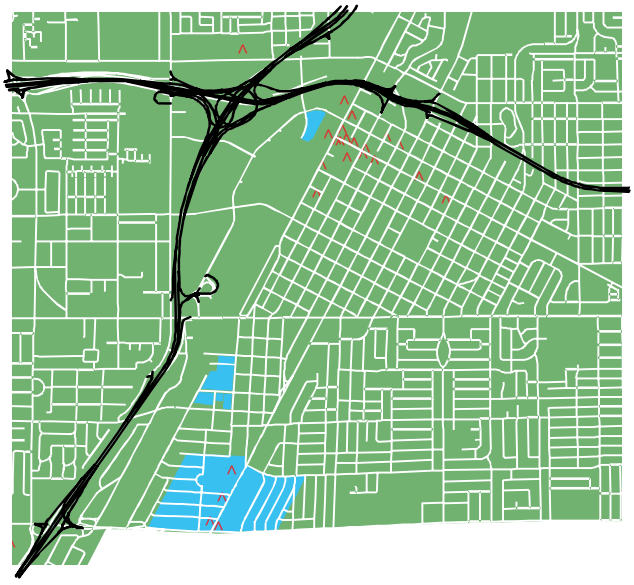
FIGURE 1 - GAMING ENTERPRISE OVERLAY DISTRICT MAPS





MAPS ARE REPRESENTATIVE OF WHERE THE G-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE G-O (GAMING ENTERPRISE OVERLAY) DISTRICT.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19.10.140

HS-O HILLSIDE DEVELOPMENT OVERLAY DISTRICT

A. Introduction

The west boundary of the City of Las Vegas abuts the Spring Mountain Range. A significant portion of the area along this boundary is designated as national conservation and wilderness area. Eventually the foothills leading up to this area will be affected by development and will require special consideration and a development style that will provide for the unique situations which result from the slope of the land.

B. Adoption, Purpose and Intent

1. The purposes of this Section are to:

a. Adopt criteria for the development of properties within hillside areas, which are defined as any portion of land with a vertical slope of fifteen percent or greater; and

b. Ensure that development in hillside areas is in compliance with the goals, policies, and implementing strategies of the Las Vegas 2020 Master Plan, namely, Policy 3.5.3, which provides as follows:

Policy 3.5.3: That, where possible, development be designed and oriented to ensure that view sheds of the mountain ranges surrounding the Las Vegas Valley are preserved, possibly through the development of a foothills ordinance or a set of specific urban design guidelines.

2. This Section:

a. Shall apply to development with natural slopes of fifteen percent or more;

b. Is intended to encourage and guide low density, rural type, large lot or cluster, single family residential development that is designed to be compatible with the hillside terrain and its environment; and

c. Is intended to guide the design of development to work with the land, rather than to alter the land to accommodate the development.

3. In general, all development in hillside areas shall be designed with the following considerations:

a. Protect and conserve significant natural and visual resources, including major boulder

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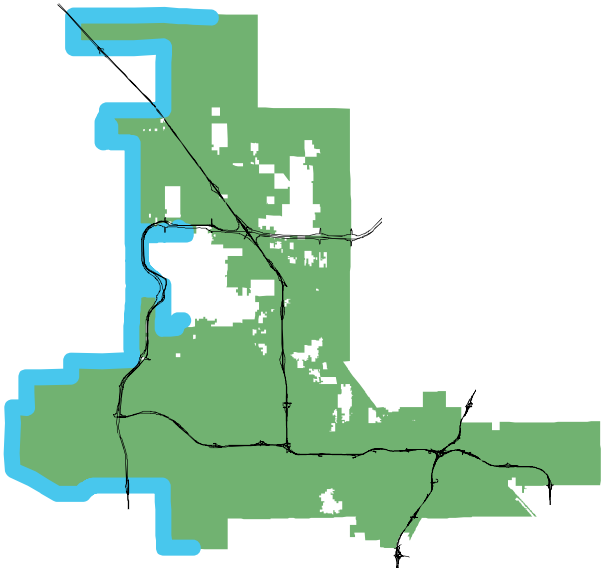
FIGURE 1 - HILLSIDE DEVELOPMENT DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE HS-O DISTRICT IS LOCATED.

SEE THE SPECIFIC REQUIREMENTS LISTED IN THIS SECTION FOR THE LOCATION AND SITE CONDITIONS THAT QUALIFY PROPERTIES TO FALL WITHIN THE HS-O (HILLSIDE DEVELOPMENT OVERLAY) DISTRICT.

FIGURE 2 - SITE DESIGN - TERRAIN-ADAPTIVE ARCHITECTURE

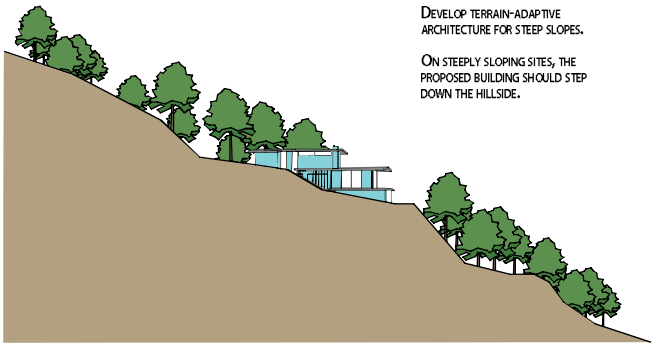
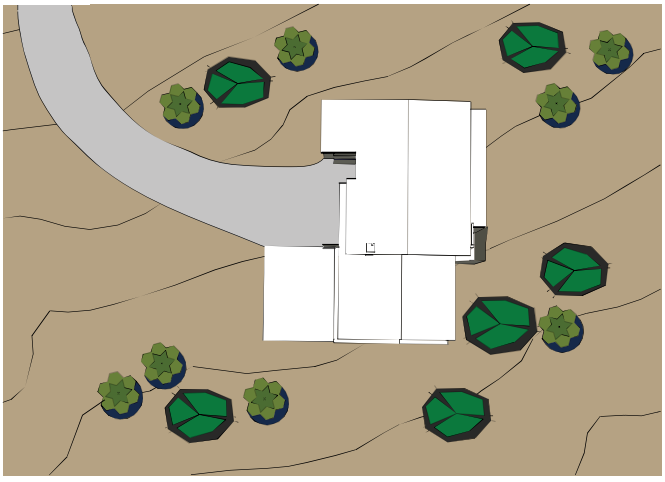


FIGURE 3 - SITE DESIGN - VEHICULAR ACCESS



SIDE GARAGE ACCESS REQUIRES LESS SITE DISTURBANCE

outcrops, major ridges and peaks, prime wildlife habitat, and unique vegetation specimens;

b. Protect people and property from potentially hazardous conditions that are particular to mountains and hillside areas, including rock falls, other unstable slopes, flooding, subsidence, erosion and sedimentation, range fires, soils with high shrink swell capacity, foundation instability, and air pollution;

c. Protect water quality, air quality, and other resources, such as soil and natural vegetation, from incompatible land uses;

d. Minimize the public costs of providing public services and facilities such as streets, water, sewer, emergency services, sanitation services, parks and recreation;

e. Ensure that decisions regarding development in hillside areas are based on complete and accurate information about the environmental conditions and probable development impacts;

f. Minimize the impacts of development by controlling the location, intensity, pattern, design, construction techniques, and materials of development and construction;

g. Maintain significant open spaces that provide view corridors and land use buffers, and maintain the City's unique desert setting;

h. Protect landmarks, prime wash area habitats, and environmentally sensitive lands, while also recognizing the legitimate expectations of property owners and the City's overall economic goals;

i. Encourage innovative planning, design, and construction techniques for development in environmentally sensitive areas; and

j. Minimize grading and site disturbance to maximize compatibility with the natural terrain.

C. Standards and Guidelines

Development plans must demonstrate compliance with this Section. However, there is flexibility in the degree to which a requirement of this Section may be addressed by a development plan and the method used to comply. An applicant who believes that a particular standard does not or should not apply to the applicant's project has the burden to demonstrate why not, and to

provide a solution that will meet the intent of the goals and objectives of this Section.

1. Density

a. The maximum density for a proposed development shall be that permitted by the adopted plan for the area in which the proposed development is located. Where no specific plan for that area has been adopted, the maximum density shall be that established by the land use element of the General Plan.

b. The maximum recommended density within hillside development is two units per acre. Large lot development is encouraged. Non residential development other than public facilities is discouraged.

c. One hundred percent site disturbance may occur on areas of a lot or parcel with a slope of less than fifteen percent. Sites with a slope of fifteen percent or greater are subject to the allowable maximum percentage of site disturbance as set forth below:

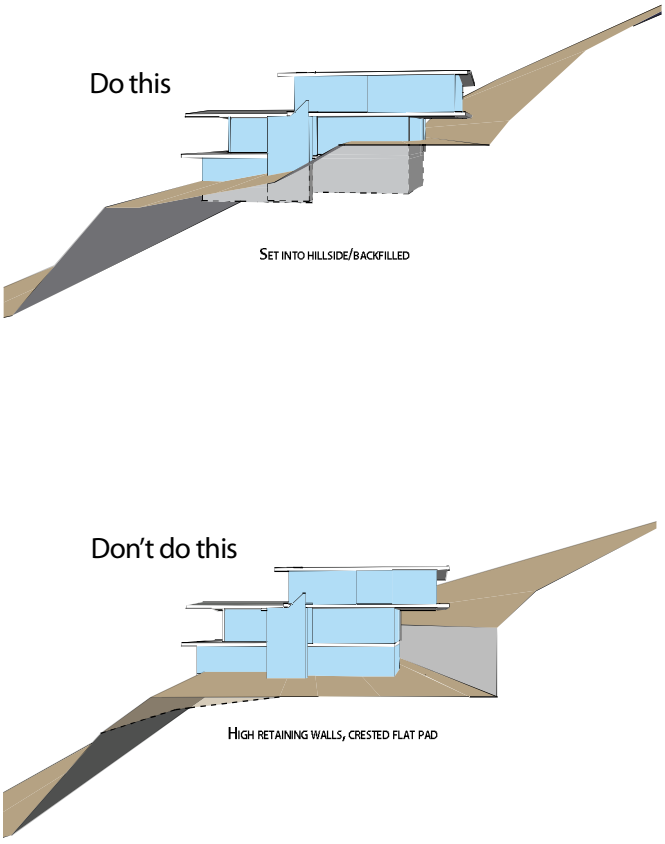
Slope	Maximum Site Disturbance	Minimum Undisturbed Area of Site
15% to 25%	50%	50%
Over 25%	35%	65%

d. Density and site disturbance may be transferred from portions of a lot or parcel with a slope of fifteen percent or greater to any other portion of the lot, parcel or development site. The portions of the lot or parcel from which density and site disturbance are transferred shall be designated as natural areas. The gross density of the parcel(s) to which density is transferred shall not exceed that allowed by the zoning of the property.

2. Site Design (See Figures 2, 3 and 4)

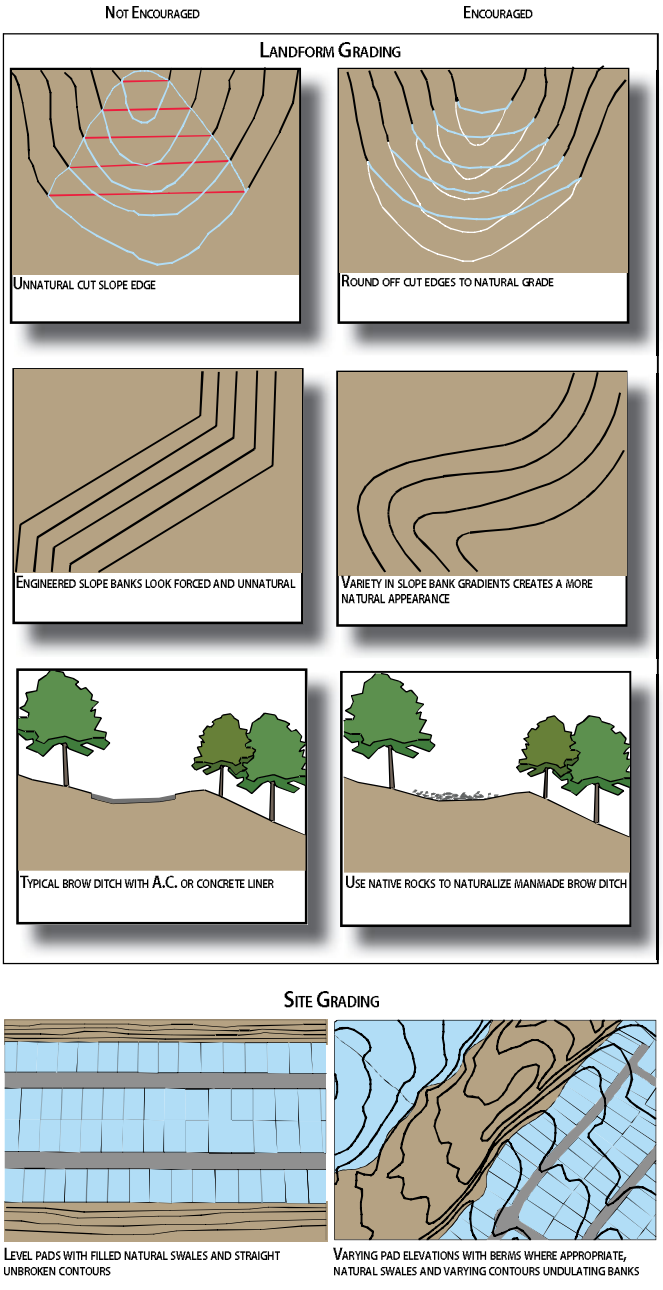
a. Structures shall be sited in a manner that will fit into the hillside's contour and relate to the form of the terrain. This may be done through a variety of methods, such as varying setbacks and structure heights; the use of innovative building techniques (e.g., earth shelter or earth berm construction); and retaining walls.

FIGURE 4 - SITE DESIGN - MINIMAL GRADE/SITE DISTURBANCE



Illustrations & Graphics **HS-O 19.10.140**

FIGURE 5 - GRADING



b. Site design should take into account the need to do the following, while maintaining the natural character of a hillside area:

i. Preserve vistas of natural hillside areas and ridgelines from "key vantage points";

ii. Preserve views from existing development; and

iii. Allow new dwellings access to views similar to those enjoyed from existing dwellings.

c. Site design should allow for different lot shapes and sizes, as well as split development pads, with the prime determinant being the natural terrain.

3. Grading, Slope Stabilization, Drainage Design

Disturbance to the natural landform should be minimized, should not destroy visual quality and community character, and should not create conditions that result in flooding or erosion. Grading design should address both safety and aesthetics, incorporating the following requirements and guidelines:

a. Portions of a site or lot that are to be graded must be clearly shown on the grading plan.

b. Landform or contour measures should be utilized to produce cut and fill slopes that are compatible with existing land character. Continuous unbroken slope surfaces that are visible from off the site are discouraged.

c. Berms at top of slopes and other locations should be used to screen, vary profile, and insure drainage away from slopes.

d. Where any cut or fill slope exceeds ten feet in horizontal length, the horizontal contours of the slope shall be developed to appear similar to the existing natural contours. (See Figure 5)

e. Grading should be balanced on site whenever possible to avoid excessive cut and fill, and to avoid the unnecessary import or export of earth material.

f. No grubbing, grading or clearing shall occur prior to the approval of civil improvement plans and final grading plans by the Director of Public Works and the issuance of a grading permit. Grubbing, grading, clearing and stockpiling are only to occur in areas identified

for those activities on the approved grading plan.

g. All portions of the site or lot that are to be left ungraded are to remain undisturbed, and are not to be used for stockpiling of materials or excess fill.

h. Areas on a site that are designated as natural areas shall be temporarily fenced, or a barrier placed where they abut construction areas, in order to prevent any disturbance of the natural area.

i. Disturbed areas shall be restored as close as possible to their natural condition by using eonite, permeon, or a similar approved process designed to restore natural color to the landscape.

j. Sides of roadways and driveways that are disturbed shall be revegetated, revarnished, or both.

k. Cut or fill design on slopes that encroach into a floodplain must be approved by the Director and the Director of Public Works concurrent with final grading plan approval.

l. Pad elevations above street level shall be varied to avoid the appearance associated with monotonous, flat, level pads.

m. Unless addressed by means of a retaining wall, slopes that are steeper than thirty three percent, and slopes for which such stabilization is recommended or required by a geotechnical report, shall be stabilized with properly engineered stone rip rapping, sculptured rock or other similar material as follows:

i. Stabilizing material shall blend with the natural appearance of the site or lot and its surrounding terrain.

ii. Vegetation retention and revegetation shall be used in conjunction with rip rapping.

iii. All site revegetation and varnishing shall be completed within ninety days after completion of work or prior to issuance of a final inspection approval, whichever occurs first.

n. Project designs shall be in accordance with the Clark County Regional Flood Control District

FIGURE 6 - MAXIMUM BUILDING HEIGHT

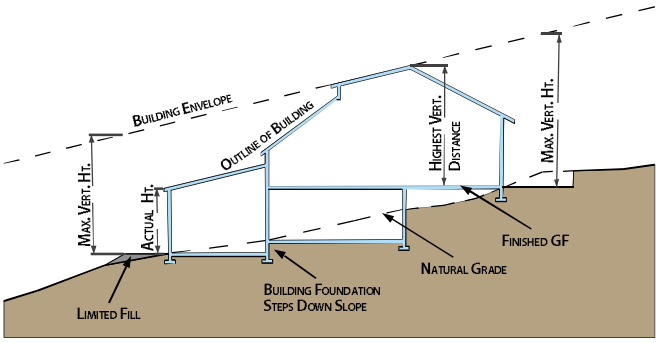
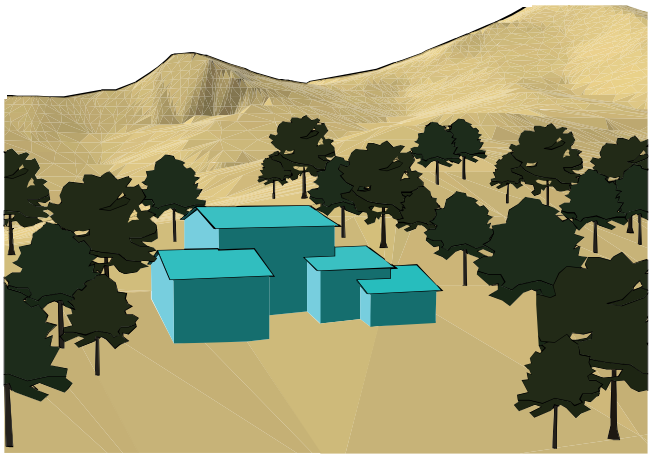


FIGURE 7 - ROOFLINES AND ELEMENTS REFLECT RIDGELINE SILHOUETTES



ROOF FORMS ARE KEPT SMALL AND REFLECT THE SURROUNDING TOPOGRAPHY

FIGURE 8- CLUSTERED DEVELOPMENT

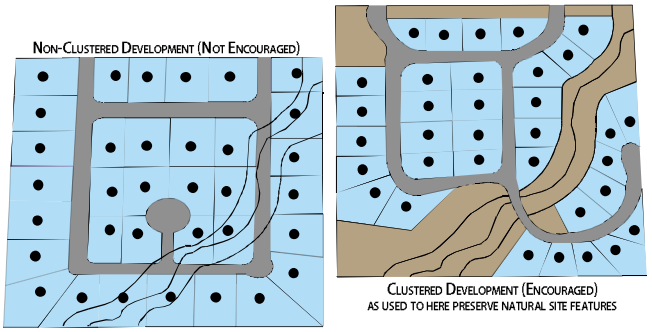
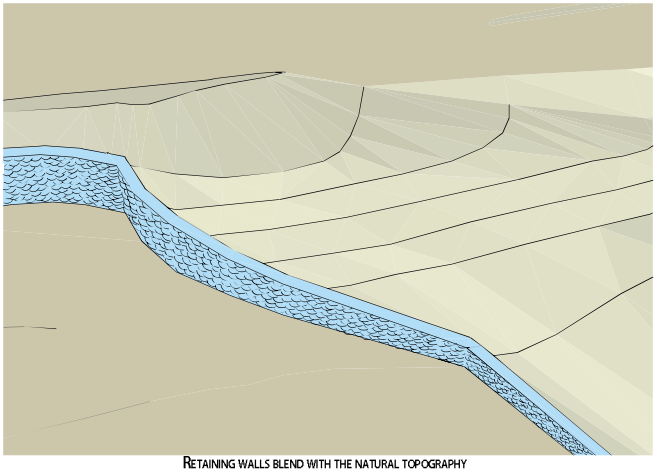


FIGURE 9 - WALLS AND FENCES - BLENDING WITH TOPOGRAPHY



RETAINING WALLS BLEND WITH THE NATURAL TOPOGRAPHY

Hydrologic Criteria and Drainage Design Manual, and shall maintain natural runoff characteristics where at all possible.

4. Architecture/Building Design

Dwellings built within hillside areas shall conform to the following:

a. Reflective building materials (i.e. mirror finishes or metal roofs) are not permitted unless treated to eliminate glare.

b. Limited slab-on-grade, with staggered floor elevations, shall be utilized to avoid massive building forms, excessive cuts and fill, and surfaces which contrast with the surrounding terrain.

c. All external mechanical equipment shall be screened, and required vents shall be architecturally compatible with the structure.

d. Building architecture should have predominant horizontal features. Vertical features should be minimized and generally used to accentuate entryways, garages, main doors and any type of vertical embellishment.

e. No portion of a structure shall exceed a height of two stories or thirty five feet, and a minimum of twenty feet of the structure must be lower than the elevation of the primary ridgeline. (See Figure 6)

f. Dwellings shall use wall articulation (e.g., insets, pop outs, etc.) and roof orientation as a means to prevent a massive look.

g. Rooflines and elements shall reflect the naturally occurring ridgeline silhouettes and topographical variation in order to blend with the hillside. (See Figure 7)

h. Building materials and colors shall be compatible with the natural setting. Whenever possible, exterior colors shall be limited to earthtones that are found in nearby natural vegetation or soil, that come from natural sources (e.g., rock, stone, wood), or that resemble a natural appearance.

5. Clustered Development

Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under

this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state. Clustering can enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as biological habitats, open space areas, scenic areas, ridgelines, and steep slopes. (See Figure 8) Also, it is often more feasible to provide the needed infrastructure for a cluster development, since clustering results in shorter roads and water, sewer, and utility lines. Clustering does not allow an increase in the overall density of an area beyond that which is otherwise permitted by the General Plan.

a. Clustered dwelling units shall be placed in a staggered or stepped manner so their visual impact is lessened.

b. Clustered subdivisions shall be sited so they do not have a dominant presence within the hillside.

c. The location of clustered units shall be restricted to the flatter portions of a site, unless another location better minimizes impacts as relates to public safety, visual impact or environmental issues.

d. Clustered development must preserve open space in its undeveloped form. Appropriate documents must be recorded to ensure the preservation of the open space areas in perpetuity. Open space areas shall be identified on the final subdivision map or parcel map as common lots.

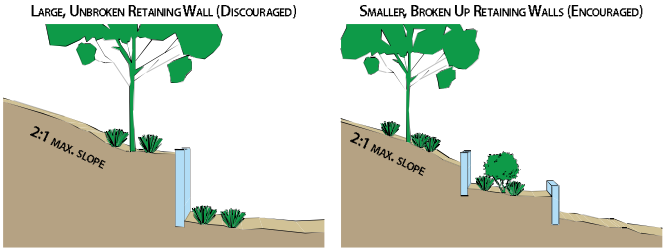
6. Walls and Fences

a. The height of walls shall be in accordance with this Title.

b. Walls shall conform to the topography of the site. (See Figure 9)

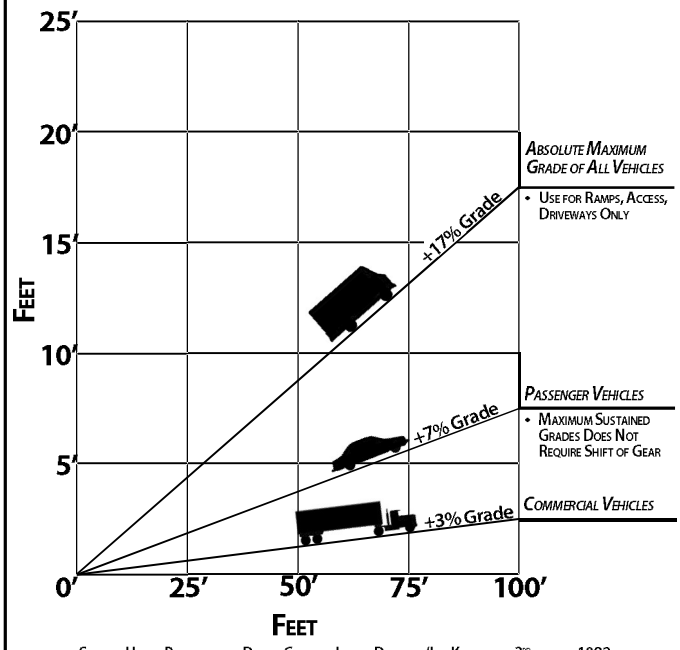
c. Walls shall either incorporate the use of native materials or be earthtone colors to match the native soils and rocks. Walls and fences (other than retaining walls) should be made of natural materials (e.g., stone, wood, split rail) whenever possible and, at a minimum, shall be a color that blends with the surrounding environment. Where retaining walls front on or are visible from public streets or public vantage points, they shall be constructed of (or faced with) materials that are appropriate in color

FIGURE 10 - WALLS AND FENCES - USES OF RETAINING WALLS



USE RETAINING WALLS AND TERRACES TO MINIMIZE CUT AND FILL THAT WOULD ALTER THE PERCEIVED NATURAL TOPOGRAPHY OF THE SITE. SCREEN RETAINING WALLS WITH PLANT MATERIALS OR FACE THEM WITH ROCK

FIGURE 11- ROADWAY MAXIMUM SLOPE COMPARISON



SOURCE: URBAN PLANNING AND DESIGN CRITERIA, JOSEPH DECHIARA/LEE KOPPELMAN 3RD EDITION, 1982

and texture to help visually blend the wall into the terrain. (See Figure 10)

d. The use of retaining walls and retaining structures is encouraged when it significantly reduces site grading.

e. Large retaining walls in a uniform plane should be avoided. Retaining walls should be broken up into elements and terraces, with landscaping used to screen them from view. (See Figure 10)

f. Retaining structures shall be located so that they do not become a dominating visual feature.

g. Tall retaining structures that are absolutely necessary should be located behind the dwelling so as to be screened from view.

h. Whenever possible, the location of walls and fences (other than retaining walls) should be limited to areas within fifty feet of dwellings and accessory structures in order to limit their impact on hillside viewsheds.

i. Solid walls and fences shall be prohibited within fifty vertical feet of a ridgeline in order to prevent impacts on wildlife corridors and maintain the natural area surrounding the ridgeline.

j. Fences that have pointed vertical elements shall not be permitted.

7. Landscaping

Landscape improvements on the overall project site shall be integrated with the natural topography and existing or indigenous vegetation. Plant materials shall be used to mitigate development impacts on washes, slopes, and any other sensitive environmental features.

a. The use of non native or competitive species that could threaten the native flora within the area is prohibited.

b. Landscape design for all development shall consist of plant materials similar in form and scale to the existing vegetation in the area.

c. Each natural area shall contain only those species that are indigenous to the native desert or mountain elevation and climate zone in which it exists.

d. The interface between new development and natural open space shall be designed to provide a gradual transition from manufactured slopes into natural slopes.

e. Landscaping (which is compatible with natural vegetation) shall be designed so that it extends out from developed areas and forms a cohesive pattern with existing natural vegetation, arranged in random, informal groupings.

f. Landscaping along the slope side of development shall be designed to maintain controlled views from the residences, yet screen and soften the architecture from community vantage points.

g. Trees and shrubs shall be arranged in informal, randomly spaced masses, and shall be placed selectively to reduce the scale of and help to blend manufactured slopes.

h. Plant materials that are used to stabilize a graded slope shall blend with the surrounding native plant materials in color and texture to the greatest extent feasible.

i. Landscaping shall be designed so as to avoid invasive species that could negatively impact indigenous plant species. Invasive species shall be identified through a recognized resource, such as a local Cooperative Weed Management Area.

8. Trails

a. Each subdivision shall provide and maintain pedestrian access for trails that are identified in the City's Trail Master Plan and that are located within the subdivision, including subdivisions that are to be established as gated communities.

b. A trail system that is designed to preserve habitat and ensure public safety shall be provided to link new development to existing trails within hillside areas.

c. New subdivisions shall prepare a trails plan to link new residential areas to existing and planned trails in the City that are shown in the Trails Elements of the City's Master Plan, including hiking, equestrian and multi use trails. The subdivision's trails plan must be submitted to the City for review and approval.

d. Once approved by the City, the trails identified in each subdivision's trails plan shall be constructed by the developer prior to the final inspection of residential units. Such trails shall be maintained as agreed to by the developer and the City.

9. Open Space/Natural Areas

a. Portions of hillside areas will be retained in their natural state.

b. Within areas designated as natural areas, site disturbance, other than for the construction of hiking trails, is not permitted.

c. Any area designated as a natural area shall be shown on the tentative subdivision map with existing surveyed topographical information, and the area itself shall be identified with horizontal control data on the final subdivision map or parcel map.

d. Any area designated as a natural area may be designated as a separate parcel or as a deed restricted portion of a parcel. If designated as a separate parcel, such parcel:

i. May be under the ownership of a owners' association or may be deeded to any organization which accepts responsibility for the perpetual preservation and maintenance of the natural area, subject to approval and acceptance by the Director and the Director of Public Works; and

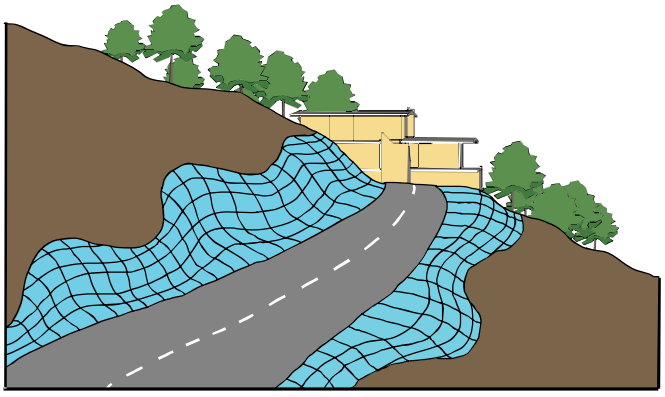
ii. Shall be mapped as a common lot in order to help protect natural areas.

10. Circulation/Roadways

a. All public or private roadways shall be designed according to the standards of this Section, the Master Plan of Streets and Highways (if applicable), the Municipal Code, current City Standards and, if required, an approved traffic study. These standards are intended to supplement the Department of Public Works' Review Guidelines. Streets in hillside areas should be constructed in areas that would have the least impact on the natural environment.

b. The following elements of road and sidewalk circulation shall be incorporated in hillside area developments:

FIGURE 12 - STREETS ALIGN TO NATURAL CONTOURS



MODULATE MANUFACTURED SLOPES TO APPEAR NATURAL

FIGURE 13 - PRESERVATION OF PROMINENT SKYLINE RIDGES



HOUSES DO NOT PROJECT ABOVE SIGNIFICANT RIDGELINE

i. Roadway design which generally follows existing contours, thereby minimizing grading and resulting in an informal, curving internal network;

ii. The provision of two major points of access to principal roads in developments exceeding one hundred fifty units or when required by the Department of Fire and Rescue in order to minimize fire hazards;

iii. Roadways with a maximum slope of seven percent. See Figure 11 for illustration of a seven percent slope in comparison to other slopes;

iv. Preservation of existing trees and natural features by dividing or routing roads and sidewalks around these elements;

v. Provision of safe, convenient pedestrian access to schools, parks and other recreational facilities;

vi. Combinations of collective private driveways, cluster parking areas and off street parking bays, which are encouraged in order to minimize paved areas;

vii. The location of all utilities underground in a common trench in the parkway or under the sidewalk;

viii. Rolled curbs as the preferred road edge along any paved roads, where such curbing will be adequate to contain drainage and prevent erosion;

ix. Roadway improvements that do not adversely affect other properties or create the need for extensive grading, flood control facilities, or other types of construction or support infrastructure;

x. Roadways that meet the requirements of the Department of Fire and Rescue, including roadway grades and curves to accommodate safety and emergency vehicles;

xi. Streets that follow the natural contours of the hillside to minimize cut and fill; (See Figure 12)

xii. Cul de sacs or loop roads, which are encouraged where they are necessary to fit the terrain;

xiii. The elimination of on street parking and sidewalks in order to reduce required grading, subject to approval thereof by the Planning Commission or City Council (or both) as a specific element of an approved Site Development Plan Review;

xiv. The preferred use of driveways that serve more than one lot, as well as diagonal driveways running along contour lines, where:

A) Such driveways will reduce the need for grading, paving, and site disturbance;

B) Such driveways have been approved by the Department of Fire and Rescue;

C) Sight visibility restriction zones will be maintained in accordance with the most recent version of the guidelines of the American Association of Street and Highway Transportation Officials; and

D) The maximum change in grade between driveway slope and the cross slope of roadways is twelve percent for local roadways, and ten percent for collector roadways; and

xv. Street lighting that is limited to intersections and other locations where necessary in order to provide safe access or passage, as determined by the Director of Public Works. Facilities for other public street lighting will be stubbed out for later use, including all necessary underground conduit and pull boxes at each streetlight location, but the installation of the streetlights may be deferred provided that the developer provide to the City such streetlights for the future installation. Alternatively, monies in lieu of such deferred streetlights, including bases, may be contributed to the City if allowed by the Department of Public Works.

D. Hillside Development Design Review

1. The objective of the Hillside Development Design Review under this Subsection (D) is to preserve significant natural features within hillside areas by encouraging design that minimizes disturbance to existing topographical forms. A development should be designed to fit into hillside areas rather

than altering the earth forms to create a flatland type of development.

2. **Project design should:**

   a. Initially identify the existing geographic, topographic, and environmental features of the site (such as geological hazards, steep slopes, ridges, valleys, streams, views, existing drainage patterns, significant biota, and outcroppings); and

   b. Then determine the impact the proposed project will have on these elements.

3. Preparation of a site plan should be based upon a determination concerning how traffic circulation, fire protection and access, drainage, sound barriers, buffers, land alteration, and other measures will be employed to limit any negative impacts of the development. The final site plan should reflect how all of these impacts are successfully solved or mitigated.

4. Other elements that should be considered in a successful design and, where indicated, reflected in submittal documents are the following:

   a. Preservation of distinctive natural features, the general existing topographical forms, significant trees, landscaping, natural water courses and wildlife corridors, with data and aerial maps to be provided showing the location, type and nature of existing major vegetation, including significant clusters or contiguous areas of dense growth and existing vegetation to be preserved;

   b. Preservation of prominent skyline ridges, which must be shown by providing a graph or other visual analysis indicating rooftop in relation to ridgeline; (See Figure 13)

   c. The location of roads and structures below the skyline ridge, with a visual analysis to be provided indicating circulation related to existing contours;

   d. The location and construction of roadways, with drawings and explanations to be provided showing how roadways will be constructed in a manner compatible with the natural terrain and with scarring eliminated;

   e. Incorporation of hiking, biking, walking and equestrian trails, where appropriate;

   f. Variation in lot size, building placements, setbacks, and orientation;

   g. Variable changes in elevation and siting of buildings to ensure views and avoid monotony;

   h. Preservation of steep hillsides by clustering buildings or use of other innovative approaches;

   i. Sensitivity to the project's appearance from lower or adjacent development;

   j. Placement of equipment and other unsightly forms below ridgelines and in bermed and landscaped areas.

   k. Dwelling design, with documentation to be provided indicating that significant effort has been made towards incorporating energy conservation and water saving techniques;

   l. Maintenance of natural drainage/water runoff characteristics where possible;

   m. The use of exterior lighting for buildings that is:

      i. Of a "cut off" type designed to ensure that excess light does not spill over; and

      ii. Of the lowest intensity feasible so as to be adequate for the purposes intended but not likely to attract undue attention.

5. Prior to the submittal of an application for Site Development Plan Review, a grading plan and drainage plan must be submitted to and approved by the Department of Public Works. The plans must clearly identify the topography of the land and how it relates to the development. Areas known or suspected to be hazardous, as determined by the Department of Public Works, shall not be disturbed without a geological survey, other data and tests, or a combination thereof, as required by the Department of Public Works. The submittal must include or be accompanied by a topographic map of the area proposed for development and shall show the location of, and distinguish, each of the following slope categories:

   a. Slope less than 15%

   b. Slope between 15% 20%

   c. Slope between 20.01% 25%

   d. Slope greater than 25%

6. A final grading plan must first be approved by the Director before Site Development Plan Review is considered by the Planning Commission. The Director's review shall coincide with staff review of the Site Development Plan and drainage study.

7. Site Development Plan Review for all hillside area development shall be processed as a public hearing item. In order to address the sensitive nature of hillside development, the final grading plan that was approved with the Drainage Study and by the Director shall be submitted with the design review applications.

8. The burden of proof is on the applicant to demonstrate that the proposed development:

   a. Is located and designed so as to protect the safety of residents and will not create significant threats to life or property by reason of the presence of hazards relating to geology, slope instability, flood, fire or erosion;

   b. Is compatible with the natural, biotic, cultural, scenic and open space resources of the area;

   c. Can be conveniently served by neighborhood shopping and provided essential public services without imposing significant costs on the total community;

   d. Is consistent with the objectives and policies of the General Plan; and

   e. Incorporates creative and imaginative design, resulting in a visual quality that will complement community character and benefit residents.

9. Any variance from or adjustment to any requirement set forth in this Subchapter may be obtained by means of a Variance application in accordance with LVMC 19.16.140.

19.10.150

HD-O HISTORIC DESIGNATION OVERLAY DISTRICT

A. Findings

The City Council of the City of Las Vegas finds and declares that the spirit and direction of the City of Las Vegas are founded upon and reflected in its historical past, and that the historic and cultural foundations of the City should be preserved as a living part of its community life and development in order to give a sense of identity and orientation to the people of the City.

B. Purpose And Intent

The intent of this Section is to promote the public welfare by providing protection for significant properties and archaeological sites which represent important aspects of the City's heritage; to enhance the character of the community by taking such properties and sites into account during development; and to assist owners in the preservation and restoration of their properties. This Section is intended to balance two competing interests: the value to the community of these significant properties and sites, and the rights of the property owners whose interests are at stake. The designation of any property, district or site pursuant to this Section shall be an overlay designation and shall not inhibit existing or potential uses permitted by this Title.

C. Historic Preservation Commission - Established

The Las Vegas Historic Preservation Commission (HPC) is hereby established. The principal role of the HPC is to act in an advisory capacity to the Planning Commission and the City Council in all matters concerning historic preservation. The HPC shall make recommendations to the Planning Commission regarding designation of Landmarks, Historic Properties and Historic Districts. Other actions of the HPC as set forth below shall be final, with appeal to the City Council as described in Subsection (M) of this Section.

D. Historic Preservation Commission – Membership

The HPC shall consist of eleven voting members who are appointed by the City Council and two ex-officio members.

1. Each voting member must have a demonstrated interest in or knowledge of:

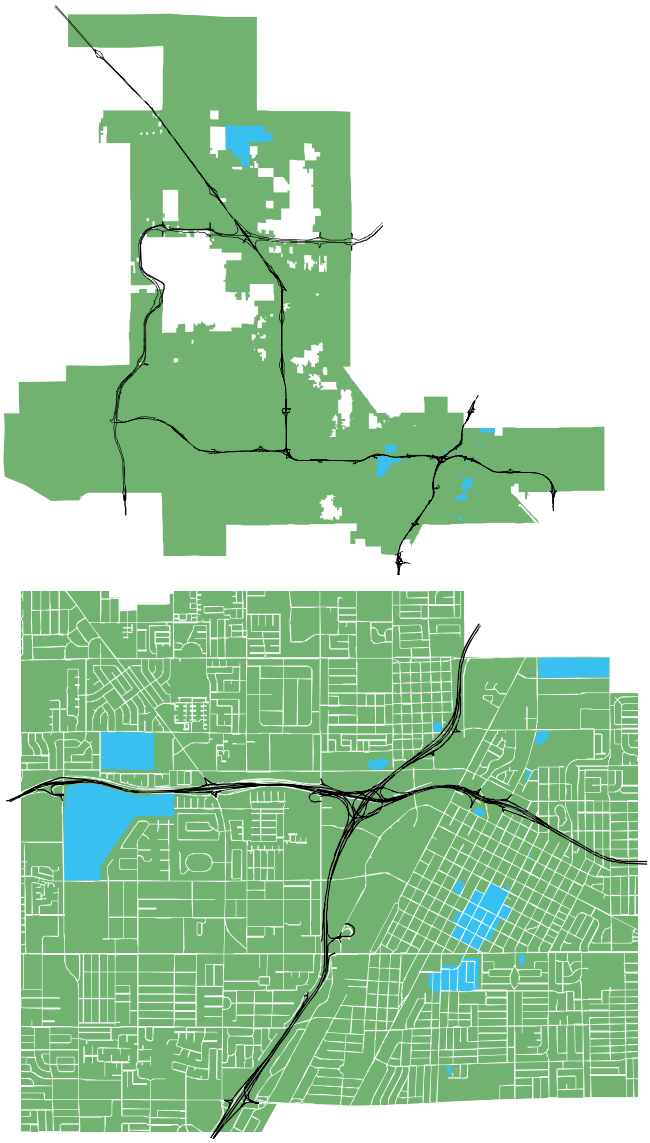
a. The history of the City of Las Vegas;

b. Design, architecture, real estate and other matters relevant to judging the economic and

Illustrations & Graphics

HD-O
19.10.150

FIGURE 1 - HISTORIC DESIGNATION OVERLAY DISTRICT MAPS



MAPS ARE REPRESENTATIVE OF WHERE THE HD-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE HD-O (HISTORIC DESIGNATION OVERLAY) DISTRICT.

cultural value of particular historic preservation activities.

2. The term of each voting member is four years.

3. Voting members may be reappointed.

4. Members serve at the pleasure of, and may be removed by, the City Council, including for failure to attend meetings regularly.

5. Members shall serve without compensation.

E. Historic Preservation Commission - Qualifications

The membership of the HPC shall be as follows:

1. One member must be experienced in architecture (such as an architect, art historian or historic preservation architect).

2. One member must be experienced in urban design or planning (such as an urban designer, planner or landscape architect).

3. One member must be experienced in building construction (such as a building contractor or structural engineer).

4. One member must be experienced in the real estate profession (such as a real estate developer, appraiser or broker).

5. One member must be representative of a recognized local historic preservation association or historic preservation interest group.

6. One member must be experienced in Nevada history (such as an historian or archeologist).

7. Five members must be citizens at-large. When one or more areas have been designated as "Historic Districts" pursuant to this Section, one of the "at-large" positions shall pertain to each such Historic District. For any Historic District, the corresponding "at large" position shall be filled by a person who owns real property and resides within the Historic District, if a person so qualified is available to serve. If no such person is available, a person who owns real property within the Historic District may fill that position. If more than five Historic Districts have been designated as such pursuant to this Section, the City Council shall determine which five of the Historic Districts are to be represented on the HPC.

8. The Director, or the Director's designee, shall serve as an ex-officio member, with no vote except as otherwise provided in this Section.

9. The Director of the Nevada State Museum and Historical Society, or other designee of the State Historic Preservation Office (SHPO), shall serve as an ex-officio member, with no vote except as otherwise provided in this Section.

F. Historic Preservation Commission - Organization

1. The HPC shall elect, from within its own membership, a chair, vice-chair and such other officers as it deems useful, and shall adopt such bylaws and rules of procedure consistent with this Section as the Commission deems necessary.

2. The Department shall provide administrative and clerical support for the HPC.

3. Regular and special meetings of the HPC shall be held as set forth in the bylaws and as necessitated by the Commission's volume of business. If no meeting has been scheduled to occur within forty days after the Chairman has been notified by the Secretary of business requiring action by the HPC, the Chairman shall call a special meeting to be held within that period.

4. The HPC shall maintain written minutes and records sufficient to inform the public of its business and shall report its business to the City Council as the Council from time to time may request.

5. Six members of the HPC constitute a quorum thereof for the purpose of conducting business. A majority vote of those present and voting shall be necessary to approve any item of business.

6. In the event that a quorum is not available for the conduct of business, an ex-officio member or the Historic Preservation Officer (or any combination thereof) may vote, but only concerning matters on the consent agenda and only to the extent necessary to create or maintain a quorum.

G. Historic Preservation Commission - Powers, Etc.

The powers, duties and activities of the HPC include the following:

1. Reviewing applications for the designation of Landmarks, Historic Properties and Historic Districts, and making recommendations to the Planning Commission concerning those applications. The review shall be in accordance with Subsection (I) of this Section.

2. Reviewing and making decisions concerning applications for the proposed construction, alteration, demolition or removal of any structure associated with a Landmark or Historic Property or located on property within an Historic District. The review and decision making process shall be in accordance with Subsections (K) and (L) of this Section.

3. Making recommendations to the City Council concerning the use of public or private funds to promote the preservation properties and districts within the City, including the acquisition of property or interests in property.

4. Recommending appropriate changes to the General Plan and to local development regulations in order to promote the purposes of this Section.

5. Cooperating with owners of property to formulate appropriate design guidelines for alteration and construction within Historic Districts.

6. Initiating and conducting detailed studies and surveys of properties, structures, and areas within the City to assess their potential for designation in order to formulate an Historic Preservation Plan for the City.

7. Developing and participating in public information activities in order to increase public awareness of the value of historic preservation.

8. Performing such other functions as will encourage or further the interests of historic preservation.

H. Historic Preservation Officer

The Director shall appoint an Historic Preservation Officer (HPO), who must have a demonstrated interest in historic preservation and be a qualified professional in one or more pertinent fields such as architecture, urban design, archaeology, cultural geography, landscape architecture or land use planning. The duties of the HPO shall include:

1. Serving as Secretary to the HPC, facilitating its efforts and, with other City staff as necessary, providing administrative support.

2. Accepting applications under Paragraphs (1) and (2) of Subsection (G).

3. Acting as intermediary between the HPC and City departments.

4. Providing technical and background information to the HPC and the public, as required.

5. Acting as the approval authority concerning applications for the proposed construction, alteration, demolition or removal of structures associated with a Landmark, Historic Property or Historic District, when the proposed work is, in the HPO's judgment, minor in nature and impact or the need to act immediately is necessary to protect life or property. The review and decision making process shall be in accordance with Subsections (K) and (L) of this Section.

6. Reporting to the HPC any action taken pursuant to Paragraph (5) of this Subsection.

7. Preparing annual written reports of HPC activities to be submitted to the State Historic Preservation Office (SHPO) and made available to the public. The reports should include, at a minimum, the minutes of meetings and attendance records of members; current resumes of members; and a listing of items reviewed, decisions rendered and other projects and activities undertaken.

8. Maintaining the Las Vegas Historic Property Register.

I. Designation of Landmarks, Historic Properties and Historic Districts

1. An individual property, building, structure or archeological site may be designated as a Landmark if it demonstrates exceptional importance by qualifying under Subparagraphs (a) and (b) below:

a. It meets the criteria for listing on the State or National Register of Historic Places.

b. It is determined to be of exceptional significance and expresses a distinctive character **b**ecause:

i. A significant portion of it is at least fifty (50) years old;

ii. It is reflective of the City's cultural, social, political or economic past; and

iii. Either:

(A) It is associated with a person or event significant in local, state or national history; or

(B) It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.

2. An individual property, building, structure or archeological site may be designated as an Historic Property if it:

a. Qualifies under Subparagraph (a) or Subparagraph (b) of Paragraph (1) above; or

b. Is less than fifty years old, but is an integral and critical part of an Historic District or demonstrates exceptional importance by meeting or exceeding the other criteria described in Subparagraph (a) or Subparagraph (b) of Paragraph (1) above.

3. An area may be designated as an Historic District if:

a. The area:

i. Includes a substantial concentration of properties, buildings or structures which individually meet the criteria in Paragraph (1) of this Subsection, as well as other properties, buildings or structures which contribute generally to the overall distinctive character of the area and are united historically or visually by plan or physical development;

ii. Is bounded by documented historic boundaries such as early roadways, canals, subdivision plats or property lines, or by boundaries which coincide with logical physical or man-made features and reflect recognized neighborhood or area boundaries; and

iii. Includes non-contributing properties or vacant parcels only to the extent necessary to establish appropriate, logical or convenient boundaries; or

b. The area includes or is composed of one or more archeological sites.

4. Designation Process:

a. The designation of a Landmark, Historic Property or Historic District may be made upon application by the owner of any property proposed to be designated or included in such designation, or by an authorized representative of the City. Application shall be made to the HPO on such form(s) as may be established for the purpose, and the application shall be accompanied by such fee(s) as may be established by the City Council.

b. An application for designation shall also be accompanied by:

i. A vicinity ownership map showing all parcels which are adjacent to, include or surround the property proposed to be designated within a radius of three hundred (300) feet of the external boundaries of the property. Each such parcel shall be numbered so as to correspond to the ownership/tenant list described in Subparagraph (b)(ii) below.

ii. A typed or legibly printed list, compiled from an authoritative source, containing the names, mailing addresses and zip codes of the following, along with the corresponding identifying numbers referred to in Subparagraph (b)(i) of this Paragraph above:

(A) The owners of all parcels described in Subparagraph (b)(i) of this Paragraph above; and

(B) Any tenants of the parcels described in Subparagraph (b)(i) of this Paragraph above, to the extent their names and addresses can practicably be obtained.

(i) An accurate legal description and Assessor's Parcel Number (APN) for all parcels proposed for designation.

(ii) A written description of the manner in which the property proposed for designation is eligible and appropriate for designation under this Subsection.

c. Upon receipt of a complete application package, the HPO shall schedule the application for a public hearing on the next available agenda of the HPC. Upon the request of the applicant, a special meeting may be called at the discretion of the Chair of the HPC, or by at least four (4) voting members of the HPC.

d. In connection with the HPC's consideration of the application, the HPO shall compile

and provide to the HPC a complete report concerning the property proposed for designation. The report shall address the location, condition, age, significance and integrity of historic features; identify potential contributing and non-contributing properties; provide other relevant information; and include a recommendation concerning the application and the basis therefore.

e. Based upon its consideration of the HPO's report concerning an application, along with any evidence or input offered at the public hearing, the HPC shall evaluate the application with reference to the applicable criteria set forth in Paragraphs (1), (2) and (3) of this Subsection and make a recommendation to the Planning Commission. A recommendation for approval may include any conditions the HPC deems appropriate in order to implement the provisions and intent of this Subsection.

f. Except as otherwise provided in this Subsection, the standards for consideration and action on an application by the HPC shall also apply to subsequent action by the Planning Commission and City Council, and the procedures for subsequent action on an application by the Planning Commission and City Council shall be consistent with the rezoning procedures described in LVMC 19.16.090.

g. A recommendation by the HPC for approval of a designation under this Subsection shall be void if the designation has not been approved by the City Council within one (1) year after the HPC's recommendation.

5. Public Notification Concerning Designation Applications:

At least fifteen (15) calendar days before the HPC holds a public hearing on an application for designation, the Department shall:

a. Mail written notice of the date, time and place of the hearing, along with a summary of the application, to the persons whose names and addresses are provided by the applicant pursuant to Paragraph (4) of this Subsection. Such notice is complete upon mailing. The HPC may delay a hearing for additional notification if it appears that the applicant or the City did not use reasonable diligence in providing a notification list or in mailing the notice.

b. Post notice of the hearing, visible from a public way and clearly legible, containing the date, time, and place of the hearing, and a summary of the application. For a Landmark or Historic Property application, the notice shall, wherever possible, be placed adjacent to the public right-of-way. For an Historic District, the notice shall, wherever possible, be placed at no fewer than four (4) conspicuous locations either within or at the external boundaries of the area. The posting of any such notice is complete upon initial posting.

c. Publish notice of the date, time and place of the hearing, along with a summary of the application, in a newspaper of general circulation within the City.

6. Planning Commission and City Council Action:

a. Upon receipt of a recommendation from the HPC concerning a designation, the Planning Commission shall hold a public hearing to consider the application. If the date and time of the Planning Commission hearing are announced at the HPC hearing concerning the designation, no additional notification is required. Otherwise, notification for such hearing shall be as described in Paragraph (5) of this Subsection above. Following the public hearing, the Planning Commission may do any of the following:

i. Adopt the recommendation of the HPC and forward that recommendation to the City Council;

ii. Modify the recommendation of the HPC and forward that recommendation to the City Council as modified;

iii. Recommend denial of the application to the City Council; or

iv. Remand the request to the HPC for further proceedings.

b. Upon receipt of a recommendation from the Planning Commission concerning a designation, the City Council shall hold a public hearing to consider the application. If the date and time of the City Council hearing are announced at the Planning Commission hearing concerning the designation, no additional notification is required. Otherwise, notification for such hearing shall be as described in Paragraph (5) of this Subsection

above. Notwithstanding any other provision of this Subparagraph (b), the designation of an Historic District must be done in accordance with NRS 384.005. Following the public hearing, the City Council may do any of the following:

i. Approve the designation in accordance with the recommendation of the Planning Commission;

ii. Modify the recommendation of the Planning Commission and approve the designation in accordance with the modifications;

iii. Deny the application; or

iv. Remand the application to the Planning Commission or the HPC for further proceedings.

c. In the case of an application for designation of an Historic District, if the owners of twenty (20) percent or more of the area of the parcels included in the proposed district and those which are adjacent thereto protest the proposed designation in writing, the designation shall not become effective except by the favorable vote of three-fourths (3/4) of the entire membership of the City Council. If any member of the City Council is unable to vote on an application because of conflict of interest, the required number of favorable votes to approve the designation shall be three-fourths (3/4) of the remaining membership of the Council, but in no event shall the required number of votes be less than a majority of the entire membership of the Council. For purposes of this Subparagraph (c):

i. A parcel is "adjacent" to the proposed district if it is not separated from the boundary of the proposed district by a public right-of-way and is within one hundred fifty (150) feet of the boundary.

ii. A parcel is "adjacent" to the proposed district if it is separated from the boundary of the proposed district by a public right-of-way and is within one hundred fifty (150) feet of the frontage of the intervening right-of-way.

iii. In calculating "area" for protest purposes, the area of an "adjacent" parcel shall be deemed to include only the area located within the one hundred fifty (150) foot distances referred to in this Subparagraph (c).

iv. A written protest is effective only if it is filed with the City Clerk prior to or at the time of the public hearing before the City Council.

7. Effect of Designation:

a. The designation of a Landmark, Historic Property or Historic District shall be indicated by the "H" symbol on the zoning maps of the City. The use and development of property affected by a designation shall be governed by this Section and applicable Design Guidelines adopted thereunder, as well as by the regulations pertaining to the underlying zoning classification(s) for the property, other provisions of the Unified Development Code and the General Plan.

b. After the designation of an Historic District, and in order to preserve and enhance the distinctive character of that District, the HPC shall, after opportunity for input from property owners within the District, recommend for adoption by the City Council Design Guidelines to apply to alterations of contributing properties and to all new construction within the District.

i. Design Guidelines are intended to address exterior features and characteristics only, such as building materials, massing, scale and proportion of openings and other features, orientation and relative position of buildings and landscape character, as well as specific aspects such as roof forms, textures, color theme, character of signage, window and door types, and other details relative to architectural styles evident in the District.

ii. Design Guidelines generally will not regulate maximum building height, maximum lot coverage, minimum setbacks, required landscaping, required parking, allowable signs, or other development aspects addressed elsewhere in the Unified Development Code, except when compatibility with existing historical patterns requires specific design guidelines.

iii. Following designation of an Historic District, but before Design Guidelines can be established for the District, the HPC may require that development in the District

conform to such established or recognized standards as the HPC deems appropriate.

8. Removal of designations established under this Section shall be in accordance with the procedure set forth for designation.

9. No nomination for designation or removal of designation under this Section shall be acted upon within one year after any previous such nomination.

J. Historic Property Register

The Las Vegas Historic Property Register is hereby established for the purpose of listing the Landmarks, Historic Properties, and Historic Districts designated under the provisions of this Section. The Register, as it may be amended from time to time, shall serve as the official record of all such designations and shall be maintained by the HPO. Copies of the Register shall be made available for public inspection in the offices of the Department and the City Clerk.

K. Guidelines, Standards and Process for Review of Alteration or New Construction

1. Whenever it is proposed to alter, remodel, build, or otherwise develop or landscape property that is designated as a Landmark or Historic Property, or that is located within a designated Historic District, and a building permit or other development or zoning permit is required for such work, the applicant must first obtain the approval of the HPC in accordance with this Section. In the case of proposed work which, in the HPO's judgment, is minor in nature and impact, the HPO shall be the approval authority. Approval pursuant to this Subsection indicates conformance with the provisions and intent of this Section only and does not constitute or imply approval by any City department or other approval authority having jurisdiction.

2. In order to obtain review pursuant to this Subsection, the applicant must submit to the HPO the following:

a. An application, on such form(s) as may be established for the purpose;

b. Such fee(s) as may be established by the City Council for the application;

c. Drawings, to approximate scale, of the site plan, floor plan(s) and elevations of the proposed work of improvement, indicating materials and color scheme;

d. If signage is part of the proposed work, drawings, to approximate scale, showing the size and location of proposed signage, type of lettering to be used and indication of color and type of illumination, if any; and

e. Other information which the applicant deems appropriate or which the HPO may reasonably deem necessary in connection with the review of the application.

3. An application for review under this Subsection, when deemed complete, shall be acted upon within a reasonable period of time. In the case of an application to be considered by the HPC as the approval authority, the application shall be included on the next available agenda.

4. The approval authority shall consider the application with reference to the objectives of this Section. The approval authority may deny an application upon determining any of the following:

a. That proposed work on any portion of a Landmark or Historic Property will not be compatible with the recognized distinctive character of the overall property.

b. That proposed work on any portion of a contributing property within an Historic District will not be compatible with the recognized distinctive character of the property itself, with the character of the entire District, or with the Design Guidelines that have been adopted for the District.

c. That major new construction proposed for non-contributing properties within an Historic District will not be compatible with the recognized distinctive character of the entire District or with the Design Guidelines that have been adopted for the District. For purposes of this Subparagraph, new construction is "major" if such construction, including general landscape character, equals or exceeds twenty-five (25%) percent of the land area of a parcel without a building or of the building ground floor area of a parcel with a building, at the time of the property's identification as non-contributing.

e. That, in cases where Federal funds, in the form of grants, tax incentives or other programs, are to be employed, directly or indirectly, in financing the proposed work, the work will not comply with the Standards for the Treatment of

Historic Properties, as promulgated by the U.S. Secretary of the Interior.

5. The approval authority may approve, conditionally approve or deny an application, or continue consideration thereof for further study. The HPO shall provide the applicant with notice of action taken, along with an explanation of any reasons therefore and conditions attached thereto.

6. An approval pursuant to this Subsection shall be valid for a period of one year, unless otherwise specified in the approval.

L. Demolition and Removal

1. Whenever it is proposed to demolish or remove a structure or feature constituting or associated with a Landmark or Historic Property, or one that is located within a designated Historic District, and a demolition or other permit or approval is required for such work, the applicant must first obtain the approval of the HPC in accordance with this Section. In the case of proposed work which, in the HPO's judgment, is minor in nature and impact, or is necessary immediately in order to protect life or property, the HPO shall be the approval authority. Approval pursuant to this Subsection indicates conformance with the provisions and intent of this Section only and does not constitute or imply approval by any City department or other approval authority having jurisdiction.

2. In order to obtain review pursuant to this Subsection, the applicant must submit to the HPO the following:

a. An application, on such form(s) as may be established for the purpose;

b. Such fee(s) as may be established by the City Council for the application;

c. Photographs of the property depicting its current appearance;

d. A preliminary plan of redevelopment for the parcel indicating an intended use that is in compliance with the General Plan, existing or proposed zoning, other applicable regulations and Subsection (K) of this Section;

e. If economic hardship relief is requested, documentation in support of the request; and

f. Other information which the applicant deems appropriate or which the HPO may reasonably deem necessary in connection with the review of the application.

3. An application for review under this Subsection, when deemed complete, shall be acted upon within a reasonable period of time. In the case of an application to be considered by the HPC as the approval authority, the application shall be included on the next available agenda.

4. The approval authority shall consider the application with reference to the objectives of this Section. The approval authority may deny an application upon determining either of the following:

a. That the structure or feature proposed for demolition or removal is of historic or architectural value or significance and contributes to the distinctive character of the property;

b. That loss of the structure or feature would adversely affect the integrity or diminish the distinctive character of an Historic District.

5. The approval authority may approve, conditionally approve or deny an application, or continue consideration thereof for further study. The HPO shall provide the applicant with notice of action taken, along with an explanation of any reasons therefore and conditions attached thereto.

6. Economic Hardship:

a. An application for demolition or removal may be accompanied by a request for economic hardship relief which, if granted, allows demolition or removal which otherwise would not be permitted.

b. Economic hardship relief may be granted by the approval authority as follows:

i. In the case of income producing property, when the applicant demonstrates that requiring the property to retain the features that contribute to its distinctive character, whether the property is left in its present condition or is rehabilitated by the owner or a potential buyer, will not permit the owner a reasonable rate of return.

ii. In the case of non-income producing property, when the applicant demonstrates that the property has no reasonable use as a single-family dwelling or for an institutional use in its present condition, or

if rehabilitated, either by the current owner or a potential buyer.

c. For purposes of Subparagraph (b) above:

i. Non-income producing property consists of owner-occupied single-family dwellings and non-income producing institutional properties; and

ii. Income producing property consists of all other properties.

d. Economic hardship relief is not available to an owner who has:

i. Engaged in willful or negligent acts destructive to the property;

ii. Purchased the property for substantially more than the market value;

iii. Failed to perform ordinary maintenance and repair; or

iv. Where applicable, failed to diligently solicit and retain tenants or provide normal tenant improvements.

7. An approval pursuant to this Subsection shall be valid for a period of one year, unless otherwise specified in the approval.

8. If an application for demolition or removal is denied by the HPC, the City may deny a permit for such activity for up to one hundred eighty (180) days from the date on which the application was denied. It is unlawful to demolish or remove a structure or feature which is subject to this Subsection (L) without a permit to do so under this Section and other applicable ordinances.

a. During the period of restraint on demolition or removal, the HPC and HPO will endeavor to secure whatever assistance may be feasible to effect the preservation of the property, including economic assistance, acquisition, purchase of a preservation easement; or location of a buyer who, upon purchase at terms agreeable to the owner, will enter into a preservation covenant with the City for a period of at least five years.

b. If the HPC or HPO is unable to secure such assistance within the period of restraint, the proposed demolition or removal will be allowed, subject to the issuance of appropriate permits by the Building Official.

9. If the Building Official finds that a designated property is an imminent hazard to life or property and, after consultation with the HPO and the SHPO, determines that repairs or relocation would not be appropriate or feasible, the HPO shall approve the necessary demolition or removal, subject to issuance of appropriate permits by the Building Official.

M. Appeal and Review

1. The applicant for an approval under Subsection (K) or Subsection (L) of this Section may appeal any decision of the HPC to the City Council by filing written notice of appeal with the City Clerk within ten (10) working days after the date of the HPC's action. The appeal must be accompanied by the fee, if any, which has been established by the City Council.

2. In addition, with respect to any approval by the HPC of an application under Subsection (K) or Subsection (L) of this Section, the Director or any member of the City Council may file a request for review within that 10-day period.

3. The City Clerk shall set the date for a public hearing on the appeal or review, and notice of the hearing shall be published in a newspaper of general circulation at least seven (7) days before the hearing.

N. Maintenance and Repair

1. The owner is responsible for ordinary maintenance and repair of a designated property. Such maintenance and repair may be performed without specific approval from the HPO or the HPC if such maintenance or repair does not significantly alter the features which contribute to the distinctive character of such a designated property.

2. The owner of a designated property shall not permit the property to fall into a state of disrepair so as to result in the deterioration of any significant exterior feature which would have a detrimental effect on the distinctive character of the property itself or that of an Historic District in which the property is located.

3. Examples of deterioration which the owner of the designated property is responsible under this Subsection to prevent include, but are not limited to, the following:

a. Excessive erosion, reverse drainage, and

other preventable site conditions which may adversely affect significant buildings and structures;

b. Loss of structural integrity due to deterioration of footings, load-bearing walls or columns, beams, trusses, or other support members;

c. Weathering or damage to exterior elements such as wall and roof surfaces, chimneys, balustrades, doors, windows, and other architectural features;

d. Loss of weather-tightness or security due to any of the above;

e. Deterioration resulting in a hazardous condition which would warrant demolition in the interest of public safety.

4. In order to avoid demolition necessitated by the failure to prevent any deterioration described in Paragraph (3) of this Subsection, the City may effect repairs to a Landmark, Historic Property or contributing property within an Historic District and assess the cost of such repairs to the property in the same manner and with the same effect as is available for the abatement of nuisances in LVMC 9.04.080 et seq.

5. For purposes of evaluating deterioration under this Subsection, the condition of the property at the time of its designation shall be the standard of reference.

6. Enforcement of this Subsection shall be the responsibility of the City Manager or designee.

O. Incentives

It is the intent of the City that Landmarks, Historic Properties and properties within an Historic District be beneficial to their respective owners, as well as to the community. In addition to the intangible benefits of owning a property recognized as an important community resource, other potential benefits can be made available by the City. The HPO and the HPC are authorized, when possible and appropriate, to provide such owners with the following:

1. Assistance in locating potential sources of financial assistance and tax credits;

2. Assistance in preparing grant applications and seeking potential third party sponsorship;

3. Technical information and referrals;

4. Assistance in locating buyers and sellers;

5. Assistance, through the Neighborhood Services Department, in the formulation and operation of a neighborhood association;

6. Assistance in obtaining other benefits as may become available through the City or other sources.

P. Violations

1. It is unlawful for any person to construct, alter, demolish, remove or fail to maintain a structure, property or portion thereof in violation of this Section.

2. In addition to and independent of a misdemeanor prosecution for violations under this Section, the City may pursue any available civil remedy to enforce compliance.

3. In connection with any criminal prosecution or civil remedy, the person responsible for a violation may be required to restore a structure or property to its condition just previous to the violation.

Q. Historic Signs

1. Findings

The City Council of the City of Las Vegas finds that the historic and cultural foundations of the City should be preserved as a living part of its community life and development in order to give a sense of identity and orientation to the people of the City. A historic sign is a sign that, by its construction materials, unusual age, prominent location, unique design, or craftsmanship from another period, contributes to the cultural, historic, or aesthetic quality of the city's streetscape. These regulations have been formulated to allow those signs to be protected.

2. Purpose

The intent of this Subsection is to promote the public welfare by providing protection for significant signs that represent important aspects of the City's heritage; to enhance the character of the community by considering such signs during development; and to assist owner(s) in the preservation and restoration of their signs.

3. Designation Criteria

Signs are designated as historic structures by the City Council upon a favorable recommendation of the Historic Preservation Commission. The Council shall hold a public hearing to designate a sign as an historic structure. In order to designate a sign as an historic structure, the Council shall make a finding that the following conditions are met:

a. The sign and the use to which it pertains have been in continuous existence at the present location for at least 30 years;

b. The sign is structurally safe or is capable of being made so without substantially altering its historical significance;

c. The continued existence of the sign is encouraged and is beneficial to the public good; and

d. At least one of the following conditions shall be met by the sign:

i. The sign contributes to the historical or cultural character of the streetscape and the community at large;

ii. The sign is associated with historic figures, events, or places;

iii. The sign is significant as evidence of the history of the product, business, or service advertised;

iv. The sign is significant as reflecting the history of the building or the development of the historic district;

v. The sign is characteristic of a specific historic period;

vi. The sign is integral to the building's design or physical fabric;

vii. The sign represents an outstanding example of the sign maker's art due to craftsmanship, use of materials, or design;

viii. The sign is a local landmark recognized as a popular focal point in a community; or

ix. The sign contains elements important in defining the character of a historic district.

4. Procedure

a. The procedure for designation of a sign as an historic structure shall be the same procedure for designating an historic building, property or site, in accordance with this Section.

b. Nothing in this Subsection shall prohibit the owner(s) of a sign designated as an historic structure from removing such a sign; however, removal of a sign so designated requires approval by the Historic Planning Commission and recommendation for alternate placement or storage.

R. Definitions

For purposes of this Section, the following terms have the meanings ascribed to them:

Alteration: Any aesthetic, architectural, mechanical, or structural change or addition to the exterior surface of any significant part of a designated property.

Approval authority: The HPC or the HPO, as indicated in this Section.

Compatibility: A pleasing visual relationship between elements of a property, building or structure; among properties, buildings and structures; or with their surroundings. Aspects of compatibility may include, but are not limited to, proportion, rhythm, detail, texture, material, reflectance and architectural style.

Demolition: The act or process that destroys a structure or feature associated with a designated property.

Distinctive Character: The distinguishing architectural and aesthetic characteristics of a Landmark or Historic Property, or those generally found throughout an Historic District, which fulfill the criteria for designation.

Ordinary Maintenance and Repair: Regular or usual care, upkeep, repair or replacement of any portion of an existing property, building or structure in order to maintain a safe, sanitary and stable condition.

Owner: The person(s) listed in the property records of Clark County as having fee ownership of an individual parcel or property.

Property: One or more structures or other improvements, or an archeological site, associated with a particular parcel or location.

Significant: With reference to a property, building or structure, means having aesthetic, architectural or historical qualities of critical importance to its consideration in connection with the designation of property under this Section.

19.10.160

SB-O LAS VEGAS BOULEVARD SCENIC BYWAY OVERLAY DISTRICT

A. Intent

In 2001 the State of Nevada designated as a scenic byway the Las Vegas Boulevard Scenic Byway in order to preserve its character as a nighttime urban scenic byway. The intent of the Las Vegas Boulevard Scenic Byway Overlay District is to provide signage standards that will maintain and enhance the scenic qualities of this historic highway in accordance with the "scenic byway" designation.

B. Boundaries.

The Las Vegas Boulevard Scenic Byway Overlay District is established within the City. Its boundaries are generally described as the portion of Las Vegas Boulevard between Sahara Avenue on the south and Washington Avenue on the north. The Overlay District includes only those properties that have direct frontage on Las Vegas Boulevard. Because of ongoing development activity along Las Vegas Boulevard, the list of properties with direct frontage on Las Vegas Boulevard may change from time to time, and the above textual description of the boundaries of the Overlay District shall control over any map to the contrary. However, for the sake of convenience and reference, the boundaries of the Overlay District are generally depicted in Figure 1.

C. Sign Standards

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

   a. All applicable standards and procedures in this Title;

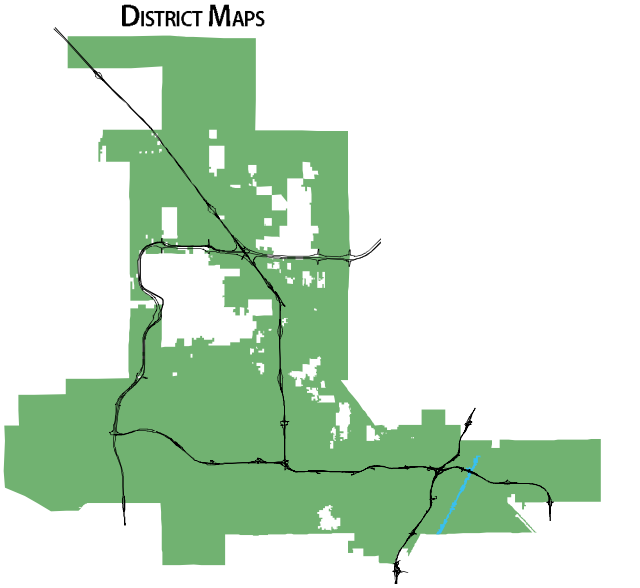
   b. All applicable standards and procedures in LVMC Chapter 19.10 and that govern the Downtown Centennial Plan Overlay District, for properties that are located within the district;

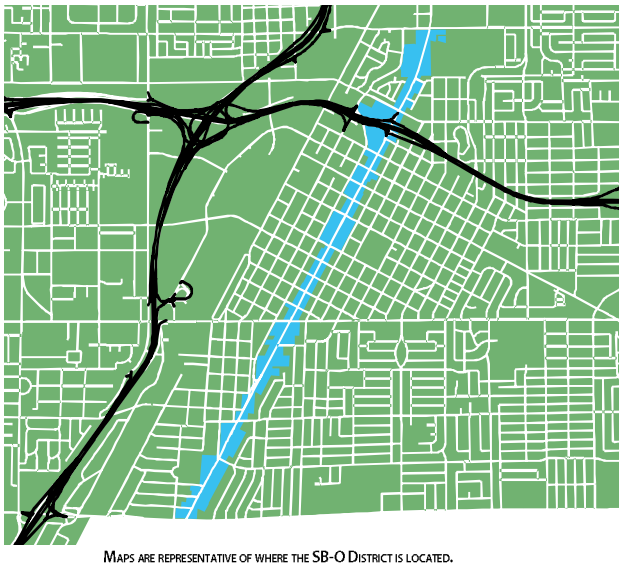
   c. All applicable standards and procedures in LVMC Chapter 19.10 that govern the Downtown Entertainment Overlay District, for properties that are located within that district; and

   d. The review and approval procedures set forth in Subsection (D) of LVMC 19.10.100, irrespective of where in the Las Vegas Boulevard Scenic

Illustrations & Graphics **SB-O** **19.10.160**

FIGURE 1 - LAS VEGAS BOULEVARD SCENIC BYWAY OVERLAY DISTRICT MAPS





MAPS ARE REPRESENTATIVE OF WHERE THE SB-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE SB-O (LAS VEGAS BOULEVARD SCENIC BYWAY OVERLAY) DISTRICT.

Byway Overlay District the signage will be located.

2. **Illumination.** For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development (excluding awning signs) must consist of illuminated signage, in the form of neon signs, animated signs, or a combination thereof.

3. **Off-premise Signs.** Off-premise signs are not permitted within the Las Vegas Boulevard Scenic Byway Overlay District.

4. **Maintenance.** The owner and operator of each sign are jointed and severally responsible for ensuring that appropriate sign maintenance occurs and that damaged or nonfunctional signs and lighting are promptly repaired and made functional

19.10.170

LW-O LIVE/WORK OVERLAY DISTRICT

A. Purpose

The purpose of the Live/Work Overlay District is to allow owners and operators of businesses to occupy joint living and work quarters in commercial and industrial areas where other types of residential uses are inappropriate. Allowing Live/Work units will contribute to the vitality of commercial and industrial areas, assist in reducing vehicular traffic, and allow for a greater spectrum of housing types within the City.

B. Intent

It is intended that Live/Work units will function as follows:

1. The owner or lessee of the space will reside and work in the Live/Work unit.
2. The commercial or nonresidential uses of the Life/Work unit will be limited to low-intensity commercial and arts-related uses.
3. No activity that uses hazardous materials or generates excessive noise will be permitted.
4. The number of employees will be limited.
5. Clientele generally will arrive by appointment, with walk-in trade anticipated to be minimal.
6. The residential component of the use shall be accessory to the commercial or nonresidential component.
7. Residents of Live/Work units will be presumed to acknowledge the existence and operation of uses that are permitted on nearby parcels that are zoned for commercial and industrial uses.

C. Boundaries.

The Live/Work Overlay District is established within the City. Its boundaries are depicted in Figure 1.

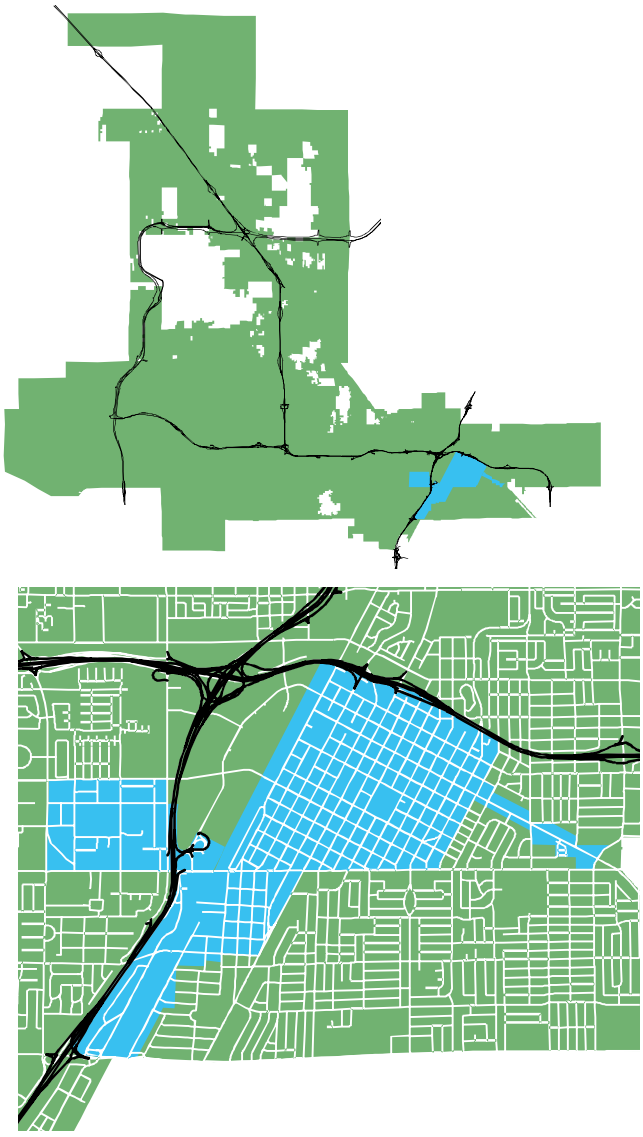
D. Approval Criteria.

All Live/Work units within the Live/Work Overlay District must meet the following criteria in order to be approved:

1. **Zoning.** Live/Work units may be located in the C-1, C-2, C-M, M and PD Zoning Districts only.

Illustrations & Graphics **LW-O 19.10.170**

FIGURE 1 - LIVE/WORK OVERLAY DISTRICT MAPS



MAPS ARE REPRESENTATIVE OF WHERE THE LW-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE LW-O (LIVE/WORK OVERLAY) DISTRICT.

2. **Permissible Nonresidential Uses.** Because of the residential component, only the following nonresidential uses are permitted:

   a. Office uses.

   b. Desktop publishing.

   c. Arts activities, including painting, sculpture, printmaking, ceramics, photography, film, video, graphic design, jewelry, and textiles, but excluding any activity that involves welding or open flame work. The sale of artwork is permitted as an ancillary use.

3. **Nonresidential Use Criteria.** Nonresidential activities must generally conform to the intent of the Live/Work Overlay District as described in Subsection (B) of this Section.

4. **Residential Use Criteria.** The residential component of a Live/Work unit must contain sleeping space, cooking facilities, and complete sanitary facilities. No more than fifty percent of the total floor area of a Live/Work unit shall be designed or used for residential purposes. The residential occupancy of a Live/Work unit must include at least one person who is employed or carries out an occupation in the unit.

5. **Emergency Access and Parking.** Live/Work units shall be clearly identified by signage in order to facilitate access for emergency services. The amount of required on-site parking shall be calculated in accordance with parking provisions of this Title, based upon the gross square footage of the unit and the nonresidential use or uses occurring therein.

6. **Signage.** Permissible signage shall be in accordance with the requirements and limitations of this Title and those that pertain to any other overlay district in which the property is located.

E. Approval Process

1. **Arts District.** Within the Arts District (as identified in the Las Vegas Downtown Centennial Plan), a Live/Work unit proposed within a new structure may be approved as part of a Site Development Plan Review. Live/Work units proposed within an existing structure may be approved administratively, subject to compliance with this Section and all applicable building-related codes.

2. **Other Locations.** At locations other than the Arts District (as identified in the Las Vegas Downtown Centennial Plan), a Live/Work unit proposed within a new or existing structure may be approved only by means of a Special Use Permit.

F. Applicability of Other Provisions.

This Section is intended to operate and apply independently of any other provision in this Title that allows residential and nonresidential uses on the same parcel. An applicant may proceed under this Section or under any other provision that applies to a proposed use.

19.10.180

RP-O RURAL PRESERVATION OVERLAY DISTRICT

A. Establishment of District

There is hereby created the Rural Preservation Overlay District, consisting of those areas that are deemed consistent with the definition and intent of a rural preservation neighborhood. In order to provide a description of those areas, the City shall maintain a Rural Preservation Overlay District Map, which shall indicate the areas that, at a particular point in time, are deemed consistent with the definition and intent of a rural preservation neighborhood. The Overlay District map shall be maintained on file in the Department. In order to keep the Overlay District Map as current as reasonably possible, the Map shall be amended from time to time, at a frequency deemed appropriate by the Department, to add areas to, or remove areas from, the Overlay District in order to reflect the fact that particular properties have come to qualify, or no longer qualify, for inclusion within a rural preservation neighborhood. As deemed appropriate, the Department may, after taking into account input from interested parties:

1. Make any such amendment to the Overlay District Map administratively; or

2. Request City Council approval or ratification of any such amendment.

B. Intent of District

It is the intent of the Rural Preservation Overlay District to:

1. Ensure that the rural character of each rural preservation neighborhood is preserved.

2. Unless a rural preservation neighborhood is located within three hundred thirty feet of an existing or proposed street or highway that is more than ninety-nine feet wide, maintain the rural character of the area developed as a low density residential development.

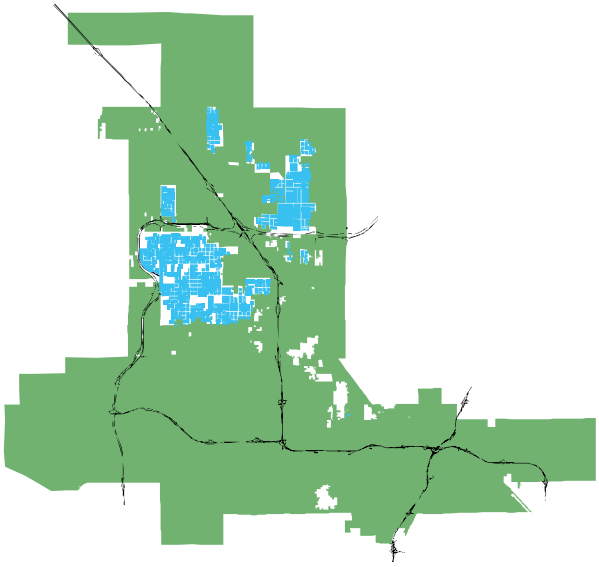
3. Provide adequate buffer areas, adequate screening and an orderly and efficient transition of land uses, excluding raising or keeping animals commercially or noncommercially.

4. Establish a basis for the modification of standards for the development of infrastructure to maintain the rural character of the rural preservation neighborhood.

Illustrations & Graphics

RP-O
19.10.180

FIGURE 1 - RURAL PRESERVATION OVERLAY DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE RP-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE RP-O (RURAL PRESERVATION OVERLAY) DISTRICT.

C. Certain Rezoning Requests.

For any rezoning request for vacant property that is located within three hundred thirty feet of a parcel within the Overlay District, the City Council, for good cause shown, may approve a greater density or intensity of use than that which exists within the Overlay District.

19.12

Permissible Uses

Unified Development Code
Title 19


CLV
WEB
?
E-MAIL

19.12
Permissible Uses

19.12.010 Land Use Tables 293

19.12.020 Accessory Uses and Structures 303

19.12.030 Temporary Commercial Permits..... 303

19.12.040 Conditional Uses 303

19.12.050 Special Use Permits 304

19.12.060 Parking Requirements 304

19.12.070 Permissible Use Descriptions and Applicable Conditions and Requirements..... 304

19.12.080 Use Provisions for C-V District 368

19.12.090 Use Restrictions for P-O, O and CD-O Districts 368

19.12.100 Similar and Prohibited Uses 369

19.12.110 Intent and Effect of Cross-Referencing Tools 369

19.12.120 Off-Premise Signs 370

19.12.130 Motor Vehicle Dealerships, Test Driving Route Plans 374

LAND USE TABLES 19.12.010

A. Buildings, structures and land shall be used in accordance with the uses permitted in the following Land Use Tables, subject to all other applicable requirements of this Title.

B. Uses that are listed in Table 2 are provided with a description, applicable conditions and requirements in LVMC 19.12.070.

Interpretation of Land Use Tables **Table 1**

Symbol	Meaning
P	The use is permitted as a principal use in that zoning district by right.
A	The use is permitted as an accessory use to a main use in the district. This does not exclude other land uses which are generally considered accessory to the primary use.
C	The use is permitted, but only in accordance with the conditions specified in LVMC 19.12.070 for conditional uses.
S	The principal use is permitted in that zoning district only after first obtaining a Special Use Permit (SUP) as set forth in LVMC 19.16.110. Base standards may apply to an SUP approval, as specified in LVMC 19.12.070.
H	The use is permitted by means of a Home Occupation Permit.
T	The use is permitted by means of a Temporary Commercial Permit in accordance with LVMC 19.16.160.
	A blank square shall mean that the use is not allowed in that zoning district.

19.12.010
Permitted Use - Table 2

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Accessory Structure (Class I)	S	S	S														page 305
Accessory Structure (Class II)	C	C	C	C	C	C	C	C	C								page 305
Adult Day Care Center	S	S	S			S	S	S	S	C	C	P	P	P	P		page 305
Airport, Heliport or Landing Field														P	P		page 305
Amphitheater												S	C	C	C		page 306
Ancillary Lounge Bar												S	S	S	S		page 306
Animal Hospital, Clinic, or Shelter (with no Outside Pens)											S	S	P	P	P		page 307
Animal Hospital, Clinic, or Shelter (with Outside Pens)	S	S										S	P	P	P		page 307
Animal Keeping & Husbandry	C	C															page 307
Animal Keeping, Wild or Exotic	C	C													C		page 307
Animal Production	P	P															page 307
Antique/Collectible Store												P	P	P	P		page 308
Asphalt or Concrete Batch Plant															P		page 308
Assisted Living Apartments						S	P	P				S	S				page 308
Astrologer, Hypnotist, or Psychic Art and Science										S		P	P	P	P		page 308
Auction House													S	S	S		page 308
Auto Broker												C	C	C	C		page 308
Auto Dealer Inventory Storage												S	S	S	S		page 309
Auto Paint & Body Repair Shop													S	C	C		page 309
Auto Parts (Accessory Installation)												C	P	P	P		page 309
Auto Parts (New & Rebuilt) (Accessory Sales & Service)												S	C	P	P		page 309
Auto Repair Garage, Major													S	C	C		page 310
Auto Repair Garage, Minor												S	C	C	C		page 310
Auto Sales Showroom												S	P	P	P		page 310
Auto Smog Check												C	C	C	C		page 310
Auto Title Loan											S	S	S	C	C		page 311
Automobile Rental												S	S	S	C		page 312
Automobile Repossession Agency												C	C	C	C		page 312
Bailbond Service												S	S	P	P		page 312
Bakery, Retail											A	P	P	P	P		page 312
Banquet Facility												P	P	P			page 312
Banquet Facility (with Alcoholic Beverage Sales)																S	page 312
Bed & Breakfast Inn	S	S	S	S	S	S	S	S		S							page 313

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

19.12.010
Permitted Use - Table 2

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Beer/Wine/Cooler Off-Sale Cultural Establishment												S	S	S	S		page 313
Beer/Wine/Cooler Off-Sale Establishment												S	S	S	S		page 313
Beer/Wine/Cooler On- and Off-Sale Establishment												S	S	S	S		page 314
Beer/Wine/Cooler On-Sale Establishment												S	S	S	S	S	page 315
Billiard Parlor or Pool Hall												S	P	P	P		page 316
Blood Plasma Donor Center													S	S	S		page 316
Boarding or Rooming House							P	P						S			page 316
Boat & Trailer Dealership (New and Used)												S	S	C	C		page 316
Building & Landscape Material/ Lumber Yard												S	C	P	P		page 316
Building Maintenance Service and Sales												S	C	P	P		page 316
Bus Charter Service & Service Facility														P	P		page 317
Business School											P	P	P	P	P		page 317
Car Wash, Full Service or Auto Detailing												S	C	C	C		page 317
Car Wash, Self-Service												S	C	C	C		page 317
Catering Service												P	P	P	P		page 317
Cemetery/Mausoleum	C	C											C	C	C	S	page 317
Check Cashing Service, Limited											C	C	C	C	C		page 318
Child Care – Family Home	P	P	P	P	P	P	P	P	P								page 318
Child Care – Group Home	S	S	S	S	S	S	S	S	S								page 318
Child Care Center	S	S					S	S	S	C	C	P	P	P	P		page 318
Church/House of Worship	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		page 318
Cleaners, Commercial/Industrial													S	P	P		page 319
Clinic												P	P	P	P		page 319
Cold Storage Plant													P	P	P		page 319
College, University, or Seminary											S	P	P	P	P		page 319
Commercial, Other than Listed												S	P	P	P		page 319
Commercial Recreation/ Amusement (Indoor)											S	P	P	P	P		page 319
Commercial Recreation/ Amusement (Outdoor)													P	P	P		page 320
Community Center, Private (Accessory)	C	C	C	C	C	C	A	A	C								page 320

19.12.010
Permitted Use - Table 2

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Community Recreational Facility (Public)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		page 320
Community Residence (including Family Community Residence and Transitional Community Residence)	C	C	C	C	C	C	C	C	C		C	C	C				page 320
Condominium					P	P	P	P		C	C	C	C				page 321
Construction Material Supply Yard														P	P		page 322
Contractor's Plant, Shop & Storage Yard														P	P		page 322
Convalescent Care Facility/Nursing Home	S	S	S	S		S	S	S				S	S				page 322
Convenience Store											A	C	C	C	C		page 322
Convent or Monastery							P	P									page 322
Convention Facility, Publicly Operated																S	page 322
Copy Center										P	P	P	P	P	P		page 323
Country Club, Private	S	S	S	S		S	S	S	S	S	P	P	P	P	P		page 323
Crematory													C	C	C	S	page 323
Crop Production	P	P															page 323
Custodial Institution														S	S	S	page 323
Custom & Craft Work												S	C	P	P		page 323
Daily Labor Service												S	S	S	S		page 323
Delivery and Service Vehicle Storage													S	P	P		page 324
Desktop Publishing										P	P	P	P	P	P		page 324
Dry Cleaners											S	P	P	P	P		page 324
Electric Generating Plant													S	S	S		page 324
Electric Utility Substation	S						S	S			S	P	P	P	P		page 324
Electrical, Watch, Clock, Jewelry & Similar Repair											A	P	P	P	P		page 324
Emergency Ambulance Services, Ground												S	P	P	P		page 324
Employment Agency										P	P	P	P	P	P		page 324
Environmentally Hazardous Materials															P		page 325
Escort Bureau												S	S	P	P		page 325
Facility for Transitional Living for Released Offenders							S	S									page 325
Facility to Provide Testing, Treatment, or Counseling for Drug or Alcohol Abuse												S	S	C	C		page 326

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

19.12.010
Permitted Use - Table 2

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Financial Institution, General (with Drive-Through)											C	C	C	C	C		page 326
Financial Institution, General (without Drive-Through)											P	P	P	P	P		page 326
Financial Institution, Specified											S	S	S	C	C		page 326
Food Processing													C	P	P		page 327
Fraternity, Sorority House or Private Dorm							S	S									page 327
Gaming Establishment, General Business-Related												S	S	S	S	S	page 327
Gaming Establishment, Non-restricted												S	S	S	S		page 328
Gaming Establishment, Restricted												A	A	A	A		page 328
Garden Supply/Plant Nursery												C	C	P	P		page 328
General Personal Service											A	P	P	P	P		page 328
General Retail Store, Other Than Listed (3500 Square Feet or More)												P	P	P	P		page 329
General Retail Store, Other Than Listed (Less than 3500 Square Feet)											A	P	P	P	P		page 329
Golf Driving Range											S	P	P	P	P		page 329
Government Facility										P	P	P	P	P	P		page 329
Grocery Store												P	P	P	P		page 329
Gun Club, Skeet or Target Range, or Archery Club (Indoor)													S	P	P		page 329
Gun Club, Skeet or Target Range, or Archery Club (Outdoor)	S													S	P		page 329
Health Club											A	P	P	P	P		page 329
Heavy Machinery and Equipment (Rental, Sales & Service)														P	P		page 330
Heavy Machinery and Equipment (Storage)															P		page 330
Helipad											S	S	S	P	P		page 330
Home Occupation	H	H	H	H	H	H	H	H	H								page 330
Horse Corral or Stable (Commercial)	S	S										C	C	C	C		page 330
Horse Corral or Stable (Private)	C	C															page 330
Hospice		S					S	S		S	S	P	P	S			page 330
Hospital											S	C	P	P	P		page 330
Hotel, Motel or Hotel Suites												S	P	P	P		page 331
Hotel, Residence								S				S	S	P			page 331
Internet Cafe												C	C	C	C		page 331

19.12.010
Permitted Use - Table 2

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Internet/Catalogue Sales Office										C	C	P	P	P	P		page 331
Jewelry Store, Class III												S	S	S	C		page 331
Jewelry Store, New												P	P	P	P		page 332
Keeping of Carrier or Racing Pigeons	S	S	S									S	S	S	S		page 332
Laboratory, Medical or Dental										A	A	P	P	P	P		page 332
Landfill															S		page 332
Laundry, Self-Service												P	P	P	P		page 332
Library, Art Gallery or Museum (Public)										P	P	P	P	P	P		page 332
Light Assembly & Fabrication												C	C	P	P		page 332
Liquefied Petroleum Gas Installation (288 Gallons or Less)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		page 333
Liquefied Petroleum Gas Installation (Over 288 Gallons)												S	S	S	S	S	page 333
Liquor Establishment (Tavern)												S	S	S	S	S	page 333
Livestock Farming (Bovines/Horses)	C	C															page 334
Manufactured Home (Not Qualifying for Treatment as Single Family Detached Dwelling)									P								page 335
Manufactured Home (Qualifying for Treatment as Single Family Detached Dwelling)	C	C	C	C	C	C	C	C									page 335
Manufacturing, Heavy														S	P		page 335
Manufacturing, Light														P	P		page 335
Martial Arts Studio												P	P	P	P		page 336
Massage, Accessory										A	A	A	A	A	A		page 336
Massage Establishment												S	S	S	C		page 336
Mining, Sand & Gravel Excavation	S													S	S		page 336
Mini-Storage Facility												S	C	C	C		page 336
Mixed-Use							S	S		S	S	C	C				page 337
Mobile Home									P								page 338
Mobile Home Park									C								page 338
Monorail	S	S	S	S		S	S	S	S	S	S	S	S	S	S		page 338
Mortuary or Funeral Chapel												S	P	P	P	S	page 339
Motor Vehicle Sales (New)													C	C	C		page 339
Motor Vehicle Sales (Used)													S	C	C		page 339
Motorcycle/Motor Scooter Sales												S					page 340
Mounted Antenna of 15 Feet or Less (Ultimate Height)	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P		page 340

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

19.12.010
Permitted Use - Table 2

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Mounted Antenna over 15 Feet (Ultimate Height)	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P		page 340
Multi-Family Residential							P	P									page 340
Museum, Art Display, or Art Sales (Private)										S	P	P	P	P	P		page 340
Night Club												S	P	P	P		page 340
Office, Medical or Dental										P	P	P	P	P	P		page 340
Office, Other than Listed										P	P	P	P	P	P		page 340
Off-Premise Sign												S	S	S	S	S	page 340
Open Air Vending/ Transient Sales Lot												C	C	C	C		page 341
Outcall Entertainment Referral Service												S	S	P	P		page 341
Outdoor Storage, Accessory													C	C	C		page 341
Package Liquor Off-Sale Establishment												S	S	S	S		page 341
Parking Lot/Sidewalk Sale												T	T	T	T		page 342
Parking, Commercial										C	S	P	P	P	P		page 342
Pawn Shop												S	S	S	C		page 342
Pawn, Auto														S	C		page 343
Pet Boarding												C	C	C	C		page 344
Pet Shop												C	C	C	C		page 344
Post Office, Local Service										P	P	P	P	P	P		page 344
Post Office, Regional													P	P	P		page 344
Printing & Publishing														P	P		page 344
Private Club, Lodge or Fraternal Organization											S	P	P	P	P		page 344
Private Sports Arena, Stadium or Track													S	S	P		page 344
Private Street	C	C	C	C	C	C	C	C	C								page 344
Psychology Practice										P	P	P	P	P	P		page 345
Public or Private School, Primary	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	page 345
Public or Private School, Secondary	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	page 346
Public Park or Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		page 346
Radio Broadcasting											P	P	P	P	P		page 346
Radio, TV or Microwave Communication Tower											S	S	S	S	P		page 346
Rail/Transit Yard or Shop															P		page 346
Recording Studio												S	P	P	P		page 346

19.12.010
Permitted Use - Table 2

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Recreational Vehicle and Boat Storage												S	C	C	C		page 346
Recycling Collection Center														C	C		page 347
Rental Store (with Outside Storage)													S	P	P		page 347
Rental Store (without Outside Storage)												P	P	P	P		page 347
Rescue Mission or Shelter for the Homeless													S	S	S		page 347
Restaurant with Service Bar											S	S	S	S	S	S	page 347
Restaurant, 2000 sq. ft. or more (with Drive-Through)												C	C	C	C		page 348
Restaurant, 2000 sq. ft. or more (without Drive-Through)											A	P	P	P	P		page 348
Restaurant, Less than 2000 sq. ft. (with Drive-Through)												C	C	C	C		page 348
Restaurant, Less than 2000 sq. ft. (without Drive-Through)											A	P	P	P	P		page 348
Retail Establishment with Accessory Package Liquor Off-Sale												S	S	S	S		page 348
Salvage or Reclamation of Products (Indoor)														P	P		page 349
Salvage or Reclamation of Products (Outdoor)															C		page 349
Satellite Dish	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		page 350
Seasonal Outdoor Sales										T		T	T	T	T		page 350
Secondhand Dealer												S	S	C	C		page 350
Senior Citizen Apartments							C	C				S					page 351
Service Station (with Incidental Automotive Repair)												S	S	C	C		page 351
Service Station (without Automotive Repair)												C	C	C	C		page 352
Sex Offender Counseling Facility												S	S	C	C		page 352
Sexually Oriented Business														C	C		page 353
Shopping Center												P	P	P	P		page 354
Short-Term Residential Rental	C	C	C	C	C	C	C	C	C								page 354
Single Family, Attached				P	P	P	P	P									page 355
Single Family, Detached	P	P	P		P	P	P	P	P								page 355
Single Family, Zero Lot Line				C	C												page 355
Single Room Occupancy Residence													S	P			page 355
Slaughtering and Processing of Live Poultry												S	S	S	P		page 355

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

19.12.010
Permitted Use - Table 2

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Small Wind Energy System		C	C			C	C	C		C	C	C	C	C	C		page 356
Social Event with Alcoholic Beverage Sales										S	S	S	S	S	S	S	page 357
Social Service Provider											S	S	S	S	S		page 358
Solar Panel	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		page 358
Sound Stage												S	S	S	S		page 358
Supper Club											S	S	S	S	S	S	page 358
Swap Meet												S	S	C	C		page 359
Tattoo Parlor/Body Piercing Studio													S	P	P		page 359
Tavern-Limited Establishment												S	S	S	S		page 359
Taxicab/Limo Yard														P	P		page 359
Teen Dance Center												C	C	C	C		page 359
Temporary Contractor's Construction Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		page 360
Temporary Outdoor Commercial Event	T	T										T	T	T	T		page 360
Temporary Real Estate Sales Office	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		page 360
Tennis Courts, Accessory	C	C	C	C	C	C	C	C	C		C	C	C				page 361
Thriftshop												S	S	C	C		page 361
Thriftshop, Nonprofit												S	S	S	C		page 361
Time-Share Development													C				page 361
Towing & Impound Yard														C	C		page 361
Towing Service (with No Storage)													S	P	P		page 361
Townhouse					P		P	P									page 361
Trade School											C	P	P	P	P		page 362
Trailer/RV Camp or Park												S	S	S	P		page 362
Transit Passenger Facility												C	C	P	P		page 362
Truck Rental													S	P	P		page 362
Trucking Company													S	P	P		page 362
Tutoring Center										C	C	C	C	C	C		page 363
TV Broadcasting & Other Communication Service											S	S	S	P	P		page 363
Two-Family Dwelling						P	P	P									page 363
Urban Lounge												S	S	S	S		page 363
Utility Installation, Other Than Listed	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P		page 363
Utility Transmission Lines	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		page 363
Valet Parking											C	C	C	C	C		page 363

19.12.010
Permitted Use - Table 2

P - Permitted	A - Accessory	C - Conditional
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	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-M	M	C-V	Additional Information
Vehicle Parking, Storage or Repair in Residential Zoning Districts	C	C	C	C	C	C	C	C	C								page 364
Warehouse/Distribution Center														P	P		page 366
Wedding Chapel												P	P	P	P		page 366
Welding Repair														P	P		page 366
Wholesale Showroom Facility													P	P	P		page 366
Wireless Communication Facility, Non-Stealth Design (Not Qualifying for Conditional Use Approval)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		page 366
Wireless Communication Facility, Non-Stealth Design (Qualifying for Conditional Use Approval)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		page 367
Wireless Communication Facility, Stealth Design	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		page 367

ACCESSORY USES AND STRUCTURES 19.12.020

A. General

An accessory use or structure which is customarily incidental to the principal use or structure, and is located on the same lot or tract of land shall be permitted as an accessory use without being separately listed as a permitted use.

B. Particular Accessory Uses

In any residential zoning district, each of the following uses shall be considered an accessory use to the extent described, without being separately listed in the Land Use Tables, provided in each case that the use is incidental to the property's use as a dwelling and does not alter the character of its use as a dwelling of the character permitted in the respective district:

1. Garage or yard sales, provided that:

a. No property may be offered for sale which has not been owned and used by the occupant of the premises;

b. No more than two garage or yard sales shall be conducted on the premises in any calendar year;

c. No garage or yard sale shall be conducted for longer than three days duration;

d. Garage or yard sales may be conducted during the daylight hours only; and

e. All signage shall conform to the provisions of LVMC 19.06.140(D)(5).

2. On a single-family residential lot, the parking of a motor vehicle that bears a sign advertising the vehicle for sale, provided that:

a. The vehicle is:

i. Owned by or registered to an owner or occupant of the property;

ii. Parked on an improved parking surface; and

iii. Not being sold in connection with an automobile sales business;

b. The vehicle identification number is clearly visible from outside the vehicle, if the vehicle was manufactured to include a visible vehicle identification number;

c. No more than one vehicle is parked on the lot for purposes of display and sale at any one time; and

d. No more than two vehicles are parked on the lot for purposes of display and sale within a twelve month period.

C. Unless otherwise permitted by this Title, any type of use listed in Subsection (B) that exceeds the limitations set forth for that use in Subsection (B) does not qualify as an accessory use and shall be deemed to be in violation of this Title.

TEMPORARY COMMERCIAL PERMITS 19.12.030

Temporary uses are permitted in accordance with the standards and procedures found in LVMC 19.12.070 and 19.16.160, respectively.

CONDITIONAL USES 19.12.040

A. General

Any use that is marked with the letter "C" in the Land Use Tables for a particular zoning district may be approved administratively as a conditional use if certain minimum conditions, identified as conditional use regulations, can be met. A use approved as a conditional use is subject to, and shall comply with:

1. The conditions use regulations that are listed in the Table for that use; and

2. All other applicable requirements of this Title.

B. Special Use Permit Required

Expect as otherwise specifically provided regarding a particular use, when one or more of the itemized conditional use regulations cannot or will not be met, a Special Use Permit is required for the use. Approval of such a Special Use Permit may be conditioned on requirements beyond those that are itemized as conditional use regulations for that use.

C. Conditional Use Verification

Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulation, some of which are conditions that must be met before a use may commence and others that represent ongoing

requirements or limitations. In order for the Department to verify compliance with the applicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department. Within the time period for submission established by the Department, the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However, interest in such property must exist in a written agreement with the owner of the record attached to which is a copy of the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

D. Noncompliance

Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.090 against the person or entity that owns the property or the person or entity that operated the conditional use.

SPECIAL USE PERMITS 19.12.050

A. General

Except as otherwise provided in this Subsection (A), any use that is marked with the letter "S" in the Land Use Tables for a particular zoning district may be permitted only by means of a Special Use Permit. A Special Use Permit may also be required by other provisions of law for other activities that are not listed as a use in the Land Use Tables. Notwithstanding the provisions of the first sentence of this Subsection (A), alcoholic beverage-related uses with an on-sale component that are ancillary to a non-restricted gaming establishment operated in conjunction with a hotel having more than two hundred rooms are deemed to be part of that use and are allowed without regard to the requirements of LVMC Chapter 19.12 provided that each such use otherwise conforms to the provisions of this Title and LVMC Chapters 6.40 and 6.50.

B. Conditions and Requirements of Approval.

Any use approved by means of a Special Use Permit is subject to, and shall comply with:

1. The Special Use Permit requirements, if any, that are listed in LVMC 19.12.070 for that use, which are the minimum conditions required for approval;

2. Other or additional requirements that may be imposed as conditions of Special Use Permit approval in order to ensure compatibility of the use in relation to surrounding uses and the pattern of development; and

3. All other applicable requirements of this Title.

C. Waivers.

The Special Use Permit requirements listed in LVMC 19.12.070 must be satisfied unless it can be shown by convincing and substantial evidence by the applicant that any waiver of these requirements will not compromise the objective of the City in safeguarding the interests of the City and the public. However, it shall not be permissible to waive any Special Use Permit requirement that is listed in LVMC 19.12.070 and marked with an asterisk (*).

PARKING REQUIREMENTS 19.12.060

A. The minimum number of on-site parking spaces for uses listed in Table 2 of LVMC 19.12.010 shall be as listed in LVMC 19.12.070 for each use.

B. Parking requirements for a use not specifically listed shall be determined by the Director based on the requirements for the closest comparable use and on the particular parking demand and trip generation characteristics of the proposed use.

PERMISSIBLE USE DESCRIPTIONS AND APPLICABLE CONDITIONS AND REQUIREMENTS 19.12.070

The descriptions contained hereunder for each identified land use generally corresponds to the definition for that use that appears in LVMC 19.18.020. In each such case, the description that appears in this Section is for convenience of reference only and is not intended to supersede any corresponding definition in LVMC 19.18.020, which shall prevail in the event of conflict.

Accessory Structure (Class I)

Description: An accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provide living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests.

Minimum Special Use Permit Requirements:

* 1. The size of the lot or parcel must exceed 6500 square feet.

2. Unless the principal dwelling is owner-occupied, a Class I accessory structure may not be offered or occupied as a rental unit.

On-site Parking Requirement: One additional parking space must be provided beyond the number of spaces normally required.

Accessory Structure (Class II)

Description: An accessory structure which is located on the same lot as a principal structure, is detached therefrom, is incidental or subordinate thereto, and does not qualify as an "Accessory Structure (Class I)."

Conditional Use Regulations:

1. The use shall comply with all provisions of Section 19.06.040 applicable to accessory structure.
2. Any use that does not comply may be permitted only by means of a Variance.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

Adult Day Care Center

Description: A facility that provides personal care and related services to more than ten dependent adults in a supervised, protective, congregate setting during some portion of a twenty-four hour day. Services typically offered in conjunction with an adult day care center include social and recreational activities, training, meals, and services such as rehabilitation and medication assistance.

Conditional Use Regulations:

1. The facility must comply on an ongoing basis with all governmental licensing requirements.
2. Access to the facility shall be by means of a collector street or larger.
3. The maximum lot coverage shall not exceed 50 percent.
4. The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site. The layout driveways, circulation pattern and parking must be approved by the City Traffic Engineer prior to issuance of any building permits.
5. Usable floor space per client shall comply with State regulations.
6. Where adult day care center properties have residential adjacency:
   a. An eight foot block wall shall be installed along the common property line, with an additional buffer of evergreen trees along any open space or recreational area.
   b. The building entrance and access shall be oriented away from residential uses on local streets.
   c. Outdoor activity shall be limited to daylight hours.
   d. Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.
7. The hours of operation shall not extend beyond the hours of 6:00 a.m. to 9:00 p.m.

Minimum Special Use Permit Requirements:

1. The facility must comply on an ongoing basis with all governmental licensing requirements.
2. Access to the facility shall be by means of a collector street or larger.
3. The maximum lot coverage shall not exceed 50 percent.
4. The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site. The layout driveways, circulation pattern and parking must be approved by the City Traffic Engineer prior to issuance of any building permits.
5. Usable floor space per client shall comply with State regulations.
6. Where adult day care center properties have a residential adjacency:
   a. An eight foot block wall shall be installed along the common property line, with an additional buffer of evergreen trees along any open space or recreational area.
   b. The building entrance and access shall be oriented away from residential uses on local streets.
   c. Outdoor activity shall be limited to daylight hours.
   d. Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.
7. The hours of operation shall not extend beyond the hours of 6:00 a.m. to 9:00 p.m.

On-site Parking Requirement: One space for each staff member, plus one space for each 10 clients.

Airport, Heliport or Landing Field

Description: Any area of land designated and set aside for the landing and taking off of any aircraft regulated by the Federal Aviation Administration, together with related refueling and terminal facilities.

On-site Parking Requirement: One space for each 100 square feet of public lobby area.

Amphitheater

Description: An oval, circular or semicircular outdoor theater in which the stage or screen area is surrounded by rising tiers of seating or assembling areas, or both.

Conditional Use Regulations:

1. The applicant must submit, for administrative review and approval, the following:
   a. A sound study that addresses how noise levels will be attenuated so as not to exceed the ambient noise levels adjacent to and beyond the subject site.
   b. An engineering and traffic study that addresses, as applicable, each of the following elements as they pertain to traffic movement and to stopping, standing and parking restrictions:
      i. Accident analysis.
      ii. Capacity analysis.
      iii. Geometric review, including roadway width.
      iv. Parking measurements, including parking angle and parking and maneuvering area.
      v. Pedestrian volume within parking and maneuvering area.
      vi. Sight distance, including corner sight distance.
      vii. Speed data, including speed limit.
      viii. Traffic volumes, including peak-hour volume.
2. The use shall comply with the approved sound study and traffic and engineering study, as well as all requirements and conditions imposed by the City in connection with the approval thereof.
3. The hours of operation shall be limited to the period between 7:00 a.m. and 10:00 p.m.
4. All screen and stage areas shall be screened from view from any public right-of-way.

Minimum Special Use Permit Requirements:

1. The use shall comply with a sound study and a traffic and engineering study that have been approved by the City, as well as all requirements and conditions imposed by the City in connection with the approval thereof.
2. The hours of operation shall be limited to the period between 7:00 a.m. and 10:00 p.m.
3. All screen and stage areas shall be screened from view from any public right-of-way.

On-site Parking Requirement: One space for every 3 persons that the facility is designed to accommodate when used to maximum capacity.

Ancillary Lounge Bar

Description: A bar located in a lounge area of a hotel or approved mixed-use building which has a minimum of 150 rooms or residential units, unless the City Council determines that public health, safety and welfare are not compromised by a lesser number of rooms or units, where the lounge bar makes available alcoholic beverages for consumption in specified areas only. This use does not include a bar that is ancillary to a "Non-restricted Gaming Establishment," as defined in this Title.

Minimum Special Use Permit Requirements:

1. No ancillary lounge bar business use shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children or City park.
2. Except as otherwise provided in Requirement 3 below, the minimum distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed ancillary lounge bar which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed ancillary lounge bar. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
   a. Any leasehold parcel; or
   b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
3. In the case of a proposed ancillary lounge bar located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line from the nearest property line of the existing use to the nearest portion of the structure in which the ancillary lounge bar will be located, without regard to intervening obstacles.
4. When considering a Special Use Permit application for a ancillary lounge bar which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.
5. The minimum distance requirement in Requirement 1 does not apply to an establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.
6. Where associated with a hotel use, alcoholic beverages shall be served and consumed only within the lounge bar area,

within a pool area, or within hotel rooms as incident to room service. Where associated with a mixed-use building, alcoholic beverages shall be served and consumed only within the lounge bar area.

7. The maximum available customer seating in the lounge bar area shall not exceed 50 seats.

* 8. No gaming-related use may be allowed in the ancillary lounge bar area.

* 9. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Animal Hospital, Clinic, or Shelter (with Outside Pens)

Description: A facility that:

1. Provides medical or surgical treatment for animals or pets, as well as shelter and care during the time of such treatment;

2. Uses outdoor pens in providing such shelter and care.

On-site Parking Requirement: One space for every 2 on-duty employees, plus one space per doctor and one space per examination room.

Animal Hospital, Clinic, or Shelter (with no outside Pens)

Description: A facility that:

1. Provides medical or surgical treatment for animals or pets, as well as shelter and care during the time of such treatment; and

2. Does not use any outdoor pens in providing such shelter and care.

Minimum Special Use Permit Requirements:

1. The use shall have access to a collector street or larger.
2. Animals shall be confined within an enclosed building at all times.
3. The building shall be designed to provide complete sound barriers and odor protection for adjacent properties.
4. Rooms containing cages or pens are not permitted to have windows, doors or other penetrations on exterior walls adjacent to residences.
5. Noise levels must comply with the applicable provisions of LVMC Title 7.
6. No more than 25% of the floor area may be used for the boarding of animals.

On-site Parking Requirement: One space for every 2 on-duty employees, plus one space per doctor and one space per examination room.

Animal Keeping & Husbandry

Description: The raising, keeping and breeding of domestic animals, including without limitation dogs, cats, birds, sheep, goats and pot-bellied pigs. The use must be ancillary to the principal use, but may be conducted for commercial purposes.

Conditional Use Regulations:

1. The applicant must submit to the Department, for administrative review and approval, a site plan with notes indicating the number and types of animals to be kept or reproduced on the premises.
2. No more than 3 sheep or goats may be kept for each one-half acre of land included in the building site.
3. All operations and activities shall be in accordance with LVMC Title 7

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

Animal Keeping, Wild or Exotic

Description: The keeping of non-domestic animals, including without limitation wild animals as defined in LVMC 7.04.500.

Conditional Use Regulations:

1. Animals shall be confined at all times within a secured, enclosed or fenced area.
2. Animals which are kept outdoors must be located at least 1,500 feet from any residential dwelling, school, child care facility or public park.
3. The site must have a minimum area of 2 acres.
4. All operations and activities shall be in accordance with LVMC Title 7.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Animal Production

Description: A facility or area for raising animals (including fish and birds) and the development of animal products, such as meat, fur or eggs on a commercial basis. This use does not include raising animals to sell as pets.

On-site Parking Requirement: One space for each 1000 square feet of gross floor area designated for this use, plus one space for each 2,500 square feet of gross yard area so designated.

Antique/Collectible Store

Description: Any building used for the sale of:

1. Any old and authentic object of personal property which was made, fabricated or manufactured 60 or more years earlier and which has a unique appeal and enhanced value mainly because of its age; or
2. Any article of personal property which was made, fabricated or manufactured 20 or more years earlier and because of public demand has attained value in a recognized commercial market which is in excess of its original value.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.
2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

Asphalt or Concrete Batch Plant

Description: A permanent facility or area for the mixing of concrete or asphalt.

On-site Parking Requirement: One space for each employee on the largest shift, plus one space for each facility vehicle.

Assisted Living Apartments

Description: An apartment or apartment complex which provides personal care services to senior citizens for daily living needs. Such services may include, but are not limited to, preparation and service of meals, housekeeping, laundry, monitoring of rooms, monitoring of medication, or assistance with bathing. This use includes commercial uses that are ancillary to an apartment complex as long as the total amount of floor space dedicated to such uses does not exceed five percent of the total gross floor area of the apartment complex and there is no external signage for, nor external access to, the commercial uses. This use does not include a convalescent care facility, nursing home or other medical facility that is specifically defined in LVMC Chapter 19.18.

On-site Parking Requirement: One space per three residents.

Astrologer, Hypnotist, or Psychic Art and Science

Description: Any person who practices, teaches, or professes to practice the business of astrology, hypnotism or the psychic arts and sciences for a fee, gift, donation, or otherwise. Psychic arts and sciences may include palmistry, phrenology, life reading, fortune telling, cartomancy, clairvoyance, clairaudience, crystal gazing, mediumship, prophecy, augury, divination, magic or necromancy. This use does not include a hypnotherapy practice.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Auction House

Description: An enclosed establishment for the temporary storage and offering by an auctioneer of qualified property which is offered or sold to the highest bidder by means of a request or invitation for bids. For purposes of this description, the term "qualified property" means property of any kind belonging to another, but excluding animals, motor vehicles and business inventory to be liquidated following or in connection with the closing of a business. This use does not include a secondhand dealer.

Minimum Special Use Permit Requirements:

* 1. Temporary storage shall be limited to three weeks or less.
2. No outdoor display, sales or storage of any merchandise shall be permitted.
3. The use shall comply with the applicable requirements of LVMC Title 6.
4. The installation and use of an outside public address system or bell system is prohibited.
5. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

On-site Parking Requirement: One space for each 2 fixed seats, or one space for each 50 square feet of non-fixed seating area in the assembly area. Where fixed seating consists of benches, each 20 linear inches of bench shall be considered one seat.

Auto Broker

Description: A facility or area used primarily for the wholesaling of used motor vehicles, typically on an intermediary basis between an auction house and a used car dealership. This use does not include a facility or area used for the retail sales of used vehicles.

Conditional Use Regulations:

1. No more than 2 vehicles may be displayed or stored on the property.
2. The installation and use of an outside public address system or bell system is prohibited.
3. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.
4. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.
5. The repair or servicing of vehicles is not allowed.
6. No retail sales of vehicles is allowed.
7. The Special Use Permit provisions of Section 19.12.050(B) do not apply to an auto broker use.

On-site Parking Requirement: One space for each 300 square feet of gross floor area, plus two additional spaces for vehicle display.

Auto Dealer Inventory Storage

Description: The parking or storage, other than for purposes of display, of new motor vehicles which constitute inventory of a new motor vehicle sales dealership, where such parking or storage is maintained by the dealership either on the same parcel as the dealership or on a separate parcel.

Minimum Special Use Permit Requirements:

1. All areas used for the parking or storage of vehicles shall be paved.
2. Stored vehicles shall be effectively screened so as not to be visible from adjoining properties or public rights-of-way.
3. The parcel must be located on a primary or secondary thoroughfare, or on a parcel that is adjacent to and accessed through a parcel located on a primary or secondary thoroughfare.
4. Lighting shall be shielded from adjacent properties.
5. The use shall not occupy or interfere with any parking spaces that are required for the dealership use or any other existing or proposed use for which required parking is or will be provided on the site. For commercial or industrial sites 15 acres or greater in size, the use may occupy up to 50 percent of the parking area that is provided in excess of the parking that is required by this Section for other uses.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Auto Paint & Body Repair Shop

Description: A facility for collision services, including body, frame or fender straightening or repair and painting of vehicles in an appropriate paint booth.

Conditional Use Regulations:

1. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of an enclosed building.
2. All disabled or wrecked vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets.
3. Openings in service bays shall not face public right-of-way and shall be designed to minimize visual intrusion into adjoining properties.
4. All repair work shall be performed within an enclosed building.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Auto Parts (Accessory Installation)

Description: A facility for the retail sale and installation of auto accessories such as stereos, alarms and other types of accessories.

Conditional Use Regulations:

1. The use is limited to the installation of auto accessories and minor parts only, including stereos, car alarms, other accessories, batteries, windshield wipers, hoses, fuses, lights, radios and similar minor elements, and excludes engine, transmission and differential service, repair or installation.
2. All installation work shall be done within a completely enclosed building.
3. Access doors to the installation bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
4. No dismantling, re-manufacturing or rebuilding shall be permitted.
5. No used or discarded minor automotive parts shall be located or stored in any open area outside of an enclosed building.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Auto Parts (New & Rebuilt) (Accessory Sales & Service)

Description: A facility for the retail sale and installation of lubricating oils, tires, filters and other new or rebuilt goods for use in motor vehicles. The resurfacing of rotors, pressing of bearings, grinding of brake drums, and similar activities are permitted as incidental uses, as well as the installation of auto accessories.

Conditional Use Regulations:

1. If an installation service is offered, the service shall be restricted to the installation of auto accessories and minor parts only, including stereos, car alarms, other accessories, batteries, windshield wipers, hoses, fuses, lights, radios and similar minor elements, and excludes engine, transmission and differential service, repair or installation.
2. All installation work shall be done within a completely enclosed building.
3. Access doors to the installation bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
4. No dismantling, re-manufacturing or rebuilding shall be permitted.
5. No used or discarded minor automotive parts shall be located or stored in any open area outside of an enclosed building.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Auto Repair Garage, Major

Description: A facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. This use includes a facility which performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds.

Conditional Use Regulations:

1. All repair and service work shall be performed within a completely enclosed building.
2. Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.
5. All disabled vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets.

Minimum Special Use Permit Requirements:

1. All repair and service work shall be performed within a completely enclosed building. All windows and doors shall be completely closed when body and fender work, hammering, sanding or other noise-generating activities are being performed.
2. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
3. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
4. All disabled or wrecked vehicles shall be stored in an area that is screened from view from the surrounding properties and adjoining streets.
5. Outdoor hoists are prohibited.
6. All hazardous materials resulting from the repair, storage, or dismantling of vehicles shall be properly stored and removed from the premises in a timely manner. Storage, use and removal of toxic substances, solid waste pollution and flammable liquids, particularly gasoline, paints, solvents and thinners, shall conform to all applicable Federal, State, and local regulations.
7. No vehicle may be parked on the premises for the purposes of offering the vehicle for sale.
8. Outdoor bells and loudspeakers are prohibited.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Auto Repair Garage, Minor

Description: A facility for the performance of minor repairs and service on vehicles of 10,000 pounds gross vehicle weight or less. Such repairs and service are limited to electronic tune-ups, brake repairs (including drum turning), air conditioning repairs, generator and starter repairs, tire repairs, front end alignments, battery recharging, lubrication, selling/installing minor parts and accessories, and other similar activities. This use also includes the repair and installation of other minor elements of an automobile such as windshield wipers, hoses, windows, etc., but excludes general engine repairs, engine installation, and the repair and installation of transmissions and differentials.

Conditional Use Regulations:

1. All repair and service work shall be performed within a completely enclosed building.
2. Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.
5. All disabled vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Auto Sales Showroom

Description: A completely enclosed facility for the display, storage and sale (or leasing) of new or used automobiles and trucks, along with related accessories. This use does not include a motor vehicle sales use as defined in this Title and does not include any ancillary activity normally associated with such uses, including without limitation the service, repair and rental of vehicles.

On-site Parking Requirement: One space per 250 square feet of gross floor area.

Auto Smog Check

Description: A facility for the testing of vehicle emissions.

Conditional Use Regulations:

1. The facility must have a minimum size of 400 square feet, of which a minimum of 200 square feet must be an enclosed structure, with the remainder of the facility allowed to be located under service canopies.
2. All equipment must be stored and utilized within the enclosed structure.
3. If conducted as an accessory use to a service station, minor auto repair facility, or major auto repair facility, the auto smog check facility shall be designed to be architecturally compatible with the primary building on the site.
4. If service bay doors are provided, openings to service bay doors shall not face public rights of-way and shall be designed to minimize the visual intrusion into adjoining properties.
5. When operated as a primary use, no other automobile repair shall be permitted in conjunction with the facility.
6. Each station shall have a stacking lane that will accommodate at least 3 cars, and no parking spaces required for this use or another on-site use shall be used or eliminated in order to provide smog services.

On-site Parking Requirement: One space, independent of vehicle stacking space.

Auto Title Loan

Description: A business whose primary function is to lend money on the security of the title to a motor vehicle rather than on the security of the vehicle itself.

Conditional Use Regulations:

1. The use shall comply with all applicable requirements of LVMC Title 6.
2. The building design and color scheme shall be subject to review by the Department to ensure that it will be harmonious and compatible with the surrounding area.
3. No temporary signs (as described in LVMC 19.14.090) such as balloons, inflated devices, searchlights, pennants, portable billboards, portable signs, streamers, trucks parked for signage purposes, or other similar devices are permitted, except that banners announcing a "grand opening" or that a business is "coming soon" may be approved administratively for a period not to exceed 30 days.
4. Window signs shall not:
   a. Cover more than 20 percent of the area of all exterior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.
5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.
6. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).
7. No auto title loan use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto title loan use may be located closer than 1000 feet from any other auto title loan use, auto pawn use or specified financial institution use. For purposes of this Regulation 7, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

Minimum Special Use Permit Requirements:

* 1. The use shall comply with all applicable requirements of LVMC Title 6.

* 2. The building design and color scheme shall be subject to review by the Department to ensure that it will be harmonious and compatible with the surrounding area.

3. No temporary signs (as described in LVMC 19.08.120(G)) such as balloons, inflated devices, searchlights, pennants, portable billboards, portable signs, streamers, trucks parked for signage purposes, or other similar devices are permitted, except that banners announcing a "grand opening" or that a business is "coming soon" may be approved administratively for a period not to exceed 30 days.
4. Window signs shall not:
   a. Cover more than 20 percent of the area of all exterior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.
5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.
6. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).
7. No auto title loan use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto title loan use may be located closer than 1000 feet from any other auto title loan use, auto pawn use or specified financial institution use. For purposes of this Requirement 7, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

On-site Parking Requirement: One space for each 250 square feet of gross floor area. Vehicles whose title is serving as security for a loan may not be parked or stored in parking spaces that are designated as required on-site parking. Any parking or storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

Automobile Rental

Description: A facility for the rental of new or used automobiles or other passenger vehicles. For purposes of the limitations of this Title on outside storage, vehicles kept on a lot for rental purposes are not considered to be outside storage.

Conditional Use Regulations:

1. The minimum site area designated for rental services shall be 25,000 square feet.
2. The installation and use of an outside public address or bell system is prohibited.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of an enclosed building.
4. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.
5. Service bays for repairs, installations, cleaning or gas dispensing services facing a public street or a residential zoning district shall be screened to a height of at least 8 feet.

Minimum Special Use Permit Requirements:

1. No more than 5 rental vehicles shall be stored on the site at any one time.
2. No vehicles shall be offered for sale on the premises.
3. The installation and use of an outside public address or bell system is prohibited.
4. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of an enclosed building.
5. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.
6. Service bays for repairs, installations, cleaning or gas dispensing services facing a public street or a residential zoning district shall be screened to a height of at least 8 feet.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Automobile Repossession Agency

Description: Any parking area used for the storage of up to 2 operable vehicles which have been repossessed by or on behalf of a lender, together with related office operations. This use does not include the storage of more than 2 vehicles, which shall be treated as if the use were motor vehicles sales.

Conditional Use Regulations:

1. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.
2. No vehicle repair or maintenance shall take place on the premises.
3. No used or discarded automotive parts or equipment shall be located in any open areas.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Bailbond Service

Description: An establishment that makes available to the public undertakings of bail in connection with judicial proceedings.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Bakery, Retail

Description: An establishment which specializes in the retail sale of baked goods, such as doughnuts, cookies, pastries and other similar goods, but does not provide meals as found in a restaurant.

On-site Parking Requirement: One space for each 175 square feet of gross floor area.

Banquet Facility

Description: An establishment which is rented by individuals or groups to accommodate private functions such as banquets, weddings, anniversaries, and other similar celebrations. Such a use may or may not include:

1. Kitchen facilities for the preparation or catering of food;
2. The sale of alcoholic beverages for on-premises consumption, only during an event; and
3. Outdoor gardens or reception facilities.

On-site Parking Requirement: One space per 100 square feet of gross floor area.

Banquet Facility (with Alcoholic Beverage Sales)

Description: An establishment which is rented by individuals or groups to accommodate private functions such as banquets, weddings, anniversaries, and other similar celebrations and includes the sale of alcoholic beverages for on-premises consumption, only during an event. Such a use may or may not include:

1. Kitchen facilities for the preparation or catering of food and
2. Outdoor gardens or reception facilities.

Minimum Special Use Permit Requirements:

1. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government.

On-site Parking Requirement: One space per 100 square feet of gross floor area.

Bed & Breakfast Inn

Description: A facility wherein overnight accommodations and a morning meal are provided in a dwelling unit to tourists for compensation.

Minimum Special Use Permit Requirements:

1. The establishment must have a minimum of two and a maximum of five guest bedrooms.
2. Required on-site parking for guest bedrooms shall be screened by a 6 foot fence or by dense landscaping.
3. Access to the parcel on which the establishment is located must be by means of a paved street with a right of way width of at least 50 feet.
4. Cooking facilities for guest rooms are not permitted.
5. The Department of Fire and Rescue must inspect and approve the occupancy of an establishment before it may be used as a bed and breakfast inn.
6. Individual guest occupancy is limited to no more than one month in any 3-month period.
7. No sale or display of merchandise or other commodities may occur in connection with the establishment.
8. Private functions such as weddings, receptions, luncheons, parties and similar activities are not permitted, except to the extent such activities represent personal activities of the owner/resident.
9. Not more than one on premise sign shall be permitted. With respect to that sign:
   a. The copy may contain only the name and address of the establishment.
   b. The sign may not exceed 3 square feet in size or 4 feet in height.
   c. The sign may be freestanding or may be located on the dwelling itself or on a fence or wall.
   d. Any sign illumination must be exterior to the sign and must be shielded so as not to produce glare upon an adjacent property or a public right of way.
   e. The design materials and colors of the sign must be compatible with the architectural style of the dwelling.

On-site Parking Requirement: Two spaces for the primary resident, plus one additional space for each guest room.

Beer/Wine/Cooler Cultural Establishment

Description: An establishment

1. Whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only:
   a. At a museum, performing arts theater, or facility licensed as an art studio or otherwise licensed for art sales or display (or both); and
   b. During the hours of an artistic exhibition, presentation or performance; and
2. That meets the Minimum Special Use Permit Requirements set forth below.

Minimum Special Use Permit Requirements:

1. The use is limited to the area located within the boundaries of 18b The Las Vegas Arts District, as described in the Las Vegas Downtown Centennial Plan and as amended from time to time.
2. No gaming is permitted as part of this Special Use Permit.
3. The use must conform to the provisions of LVMC Chapter 6.50.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Beer/Wine/Cooler Off-Sale Establishment

Description: An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold, and is operated in connection with a grocery store, drug store, convenience store or specialty merchandise store.

Minimum Special Use Permit Requirements:

* 1. Except as otherwise provided, no beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.

* 2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines

of fee interest parcels and does not include the property line of:

a. Any leasehold parcel; or

b. Any parcel which lacks access to a public street or has no area for on site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

* 3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:

a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

5. The minimum distance requirements in Requirement 1 do not apply to:

a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or

b. A proposed establishment having more than 50,000 square feet of retail floor space.

* 6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

7. The minimum distance requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of LVMC 19.12.050(C), may be waived:

a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS- TC (Main Street Mixed Use) in the Town Center Land Use Plan;

c. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or

d. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Beer/Wine/Cooler On- and Off-Sale Establishment

Description: An establishment:

1. Whose license to sell alcoholic beverages is limited to:

a. The sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold; and

b. The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold; and

2. Is operated in connection with a restaurant, grocery store or convenience store in which 30 or more people may be served with meals at any one time at tables or stools.

Minimum Special Use Permit Requirements:

* 1. Except as otherwise provided, no beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.

* 2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:

a. Any leasehold parcel; or

b. Any parcel which lacks access to a public street or has no area for on site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

* 3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
    a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
    b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.
4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.
5. The minimum distance requirements in Requirement 1 do not apply to:
    a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
    b. A proposed establishment having more than 50,000 square feet of retail floor space.
* 6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.
7. The minimum distance requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of LVMC 19.12.050(C), may be waived:
    a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;
    b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan;
    c. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or
    d. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Beer/Wine/Cooler On-Sale Establishment

Description: An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which 30 or more people may be served with meals at any one time at tables or stools.

Minimum Special Use Permit Requirements:

1. Except as otherwise provided, no beer/wine/cooler on-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.
2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
    a. Any leasehold parcel; or
    b. Any parcel which lacks access to a public street or has no area for on site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
    a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
    b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.
4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall

take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

5. The minimum distance requirements in Requirement 1 do not apply to:
   a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
   b. A proposed establishment having more than 50,000 square feet of retail floor space.
6. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government. (C-V only)
* 7. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Billiard Parlor or Pool Hall

Description: A business establishment whose principal purpose is to make billiard tables available for use by the public for amusement or entertainment.

On-site Parking Requirement: Two spaces per billiard table.

Blood Plasma Donor Center

Description: A building used for the collection of human blood plasma from plasma donors. This use does not include a facility for the provision of medical care or treatment.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Boarding or Rooming House

Description: A building or portion thereof, other than a hotel, with no more than four guest rooms where, for compensation, lodging and meals are provided for no more than four persons who are not members of the immediate family occupying such building.

On-site Parking Requirement: Two spaces for the owner or principal occupant, plus one additional space for each rental unit.

Boat & Trailer Dealership (New and Used)

Description: The use of any building or lot for the display and sale of new or used boats, jet skis or other marine vessels, along with corresponding trailers.

Conditional Use Regulations:

1. The minimum site area shall be 25,000 square feet.
2. No vehicle, boat or trailer service or repair work shall occur except within a fully enclosed structure.
3. Service bays with individual access from the exterior of the structure shall not directly face or front on a public right-of-way.

Minimum Special Use Permit Requirements:

1. The minimum site area shall be 25,000 square feet.
2. No vehicle, boat or trailer service or repair work shall occur except within a fully enclosed structure.
3. Service bays with individual access from the exterior of the structure shall not directly face or front on a public right-of-way.
4. All sales activities and storage shall be within an enclosed structure. (C-1 only).

On-site Parking Requirement: One space for each 500 square feet of enclosed gross floor area.

Building & Landscape Material/Lumber Yard

Description: A facility for the sale of home, lawn and garden supplies and construction materials such as brick, lumber and other similar materials.

Conditional Use Regulations:

1. Outside storage shall be screened from view from adjacent properties and streets. The screening must be architecturally consistent with the principal building in terms of materials, colors and details.

Minimum Special Use Permit Requirements:

1. Outside storage shall be screened from view from adjacent properties and streets. The screening must be architecturally consistent with the principal building in terms of materials, colors and details.

On-site Parking Requirement: One space for each 500 square feet of gross floor area, including any outside sales area.

Building Maintenance Service and Sales

Description: A facility or area for contracting services such as building repair and maintenance, the installation of plumbing, electrical, air conditioning and heating equipment, janitorial services, and exterminating services. The retail sale of supplies is permitted as an accessory use.

Conditional Use Regulations:

1. Outside storage shall be screened from view from adjacent properties and streets.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Bus Charter Service & Service Facility

Description: Any premises for the transient housing, parking, servicing or repair of motor-driven buses.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Business School

Description: A facility or area for instruction and training in secretarial and related office skills, cosmetology, commercial art, computer software, cooking or similar training.

On-site Parking Requirement: One space for each staff member, plus one space for every 2 students in class when the school is at maximum capacity.

Car Wash, Full Service or Auto Detailing

Description: An establishment that provides for the washing, cleaning, waxing or detailing of passenger vehicles, either by means of employees or by means of automated or semi-automated methods of cleaning, or by a combination thereof.

Conditional Use Regulations:

1. Each wash bay shall have a stacking lane that will accommodate at least 6 cars.

Minimum Special Use Permit Requirements:

1. Each wash bay shall have a stacking lane that will accommodate at least 6 cars.

On-site Parking Requirement: One space for each 150 square feet of gross floor area, independent of vehicle stacking space.

Car Wash, Self-Service

Description: A coin operated car wash facility that is operated by the customer and does not utilize automobile conveyors or other automated or semi-automated methods of cleaning.

Conditional Use Regulations:

1. Each stall shall have a stacking lane that will accommodate at least 2 cars.

Minimum Special Use Permit Requirements:

1. The hours of operation shall be limited to the period between 7:00 a.m. and 10:00 p.m.
2. Openings to the wash bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel.
4. No retail sale of vehicles is allowed.
5. No repair or servicing of vehicles is allowed.
6. The use must not be located within 200 feet of a residential property unless the use is separated from the residential property by a street with a minimum right-of-way width of 80 feet.
7. The applicant must demonstrate that the use can be made inoperable and inaccessible to the public after business hours.
8. Vacuum bays are permitted as part of this use if their operation is in compliance with the other Minimum Special Use Permit Requirements for this use.
9. The use must be operated in conjunction with another motor vehicle related use, such as gasoline sales, smog inspection, minor automotive repair, or recreational vehicle and boat storage.
10. An attendant must be on the premises during all times the equipment is operational.
11. Each stall shall have a stacking lane that will accommodate at least 2 cars.

On-site Parking Requirement: Two spaces per stall, independent of vehicle stacking space.

Catering Service

Description: A service that provides for the preparation, storage, and delivery of food and food utensils for off-premise consumption.

Conditional Use Regulations:

1. No more than 2 delivery vehicles shall be dispatched from the site.
2. The maximum floor area shall not exceed 2,500 square feet.

On-site Parking Requirement: One space for each 500 square feet of gross floor area.

Cemetery/Mausoleum

Description: Property and facilities used for interring of the dead.

Conditional Use Regulations:

1. A decorative masonry and/or wrought iron fence with a minimum height of 6 feet shall be constructed around the perimeter of the cemetery site. The wall along the primary street frontage shall be set back a minimum of 35 feet from the front property line. The front yard area shall not be used for interment and shall be landscaped.

2. Cemeteries shall only be allowed on parcels abutting and having access to collector streets or larger.

On-site Parking Requirement: One space for each employee on the largest shift.

Check Cashing Service, Limited

Description: The service of cashing checks for a fee, service charge or other consideration as a service that is supplemental to a retail business that otherwise does not provide services normally associated with a financial institution. The term does not include a general financial institution, specified financial institution, or any business that provides any kind of loan, cash advance, or deferred deposit service.

Conditional Use Regulations:

1. The use shall comply with all applicable requirements of Title 6.
2. No loan, cash advance, or deferred deposit service may be provided in connection with this use.
3. No exterior advertising of this use is permitted.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Child Care – Family Home

Description: A residential dwelling used primarily as a residence which also provides day or overnight care for a maximum of 6 children for compensation. Such a use is subject to the child care regulations and standards of the State of Nevada.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

Child Care – Group Home

Description: A residential dwelling used primarily as a residence which also provides day or overnight care for a minimum of 7 children and a maximum of 12 children for compensation. Such a use is subject to the child care regulations and standards of the State of Nevada.

Minimum Special Use Permit Requirements:

* 1. The minimum lot size shall be 6500 square feet.

* 2. The site shall be designed so that all loading and unloading of passengers occurs on-site.

* 3. In order for this use to be conducted on a parcel developed with multi-family housing, the child care must be provided within a separate structure.

* 4. The use shall be subject to the child care regulations and standards of the State of Nevada.

5. Access to the facility shall be by means of a right-of way with a width of 60 feet or less.
6. The use of outdoor play areas shall be limited to the hours between 6:00 A.M. and 10:00 P.M.
7. All lighting shall be designed so it does not shine directly onto any abutting residential property.

On-site Parking Requirement: One space for each staff member, plus one space for each 6 children.

Child Care Center

Description: Any commercial facility which provides day or overnight care for more than 12 children. Such a use is subject to the child care regulations and standards of the State of Nevada.

Conditional Use Regulations:

1. Access to the child care center shall be by means of a collector street or larger.
2. The maximum lot coverage shall not exceed 30 percent.
3. The site shall be designed so that all discharging or loading of passengers from a vehicle is accomplished on the site. The layout of driveways, circulation patterns and parking must be approved by the City Traffic Engineer prior to the issuance of any building permits.
4. Where structures or play areas have residential adjacency:
   a. An 8-foot high block wall shall be installed along the common property line, with an additional buffer of evergreen trees along the play area. The trees shall be a minimum of 24-inch box, shall be installed at a minimum of 20 feet on center, and shall be a variety that will grow together to form a visual screen.
   b. The building entrance and access shall be oriented away from residential uses on local streets.
   c. Outdoor play shall be limited to daylight hours.
   d. Outdoor lighting shall be designed so as to not shine directly onto any abutting residential property.

On-site Parking Requirement: One space for each staff member, plus one space for each 10 children.

Church/House of Worship

Description: Any building used for religious worship services, religious education and fellowship activities and programs of a religious organization. This use includes the use of the building and premises for other related activities, such as child care facilities, formal educational programs, preschool classes and recreational activities, but only when those activities are ancillary to the religious use and only after those uses have been approved by means of a use review or other procedure under LVMC Chapter 19.16. This use does not include any class of child care center, general education classroom or facility, thrift shop, homeless shelter or commercial activity.

Minimum Special Use Permit Requirements:

1. The Special Use Permit approval may include such activities as religious services, religious instruction, church club activities and similar activities.
2. The Special Use Permit approval may also include accessory functions, such as child care facilities, formal educational programs, preschool classes and similar related activities, if:
   a. The uses are specifically proposed in the application; and
   b. The Director finds that each such use is ancillary to the primary use.
3. Following approval of a Special Use Permit, if any additional uses not specifically covered by that Special Use Permit are proposed, an additional public hearing process shall be required to add the uses.

* 4. In residential districts, related uses such as thrift shops, homeless shelters and other similar activities may not be conducted and are not eligible for approval as part of a Special Use Permit. Such uses may be conducted only in the zoning districts in which such uses are permitted as primary uses, and must receive specific approval to operate.

* 5. Churches on sites larger than 5 acres shall not be permitted in the U District or a district with an "R" prefix.

On-site Parking Requirement: One space for each 4 fixed seats, or one space for each 100 square feet of non-fixed seating area in the gathering room. Where fixed seating consists of benches or pews, each 20 linear inches of bench or pew shall be considered one seat.

Cleaners, Commercial/Industrial

Description: A facility or premises which is used for cleaning items in bulk quantities, such as clothing and linens. This use includes diaper cleaning services and cleaning services for hospitals, restaurants, hotels and similar clients, as well as rug and dry cleaning plants, and may include on-premise retail services to individual households as an use incidental to the operation of the plant.

Minimum Special Use Permit Requirements:

1. The plant operation shall be within a fully enclosed building.
2. The use shall be at least 50 feet from any property which is zoned P-O, O, DC-O, C-1, or is zoned for any residential use. The distance requirement with respect to a nearby commercially-zoned property may be waived if the applicant demonstrates that the use is compatible with the area.

On-site Parking Requirement: One space for each 500 square feet of gross floor area, plus the greater of:

1. One space for each delivery vehicle; or
2. Five spaces.

Clinic

Description: A facility which is occupied and used for the purpose of providing dental or medical care, and which regularly provides any of those services to the general public on an emergency basis or without appointment. This use does not include a hospital or a facility which provides for the overnight care or overnight stay of patients.

On-site Parking Requirement: One space for each 200 square feet of gross floor area up to 2,000 square feet, plus one space for each additional 250 square feet.

Cold Storage Plant

Description: A facility for the protective storage of items such as food or furs, in a refrigerated place.

On-site Parking Requirement: One space for each 500 square feet of gross floor area.

College, University, or Seminary

Description:

1. College or university – An academic institution of higher learning beyond the level of secondary school.
2. Seminary – An institution for the training of candidates for the priesthood, ministry, rabbinate or other religious order.

On-site Parking Requirement: One space for every 4 students or trainees.

Commercial, Other than Listed

Description: Any commercial use not specifically identified in Table 2 of LVMC 19.12.010.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Commercial Recreation/Amusement (Indoor)

Description: An enclosed facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation bowling alleys, indoor miniature golf courses, roller and ice skating rinks, game courts, swimming pools, walk-in movie theaters, physical fitness centers, gyms and video arcades.

Minimum Special Use Permit Requirements:

1. The use shall not be open to the public between the hours of 9:00 p.m. and 8:00 a.m.
2. The use must be consistent with and authorized by an approved Site Development Plan for an office project, and

may not occupy more than 35 percent of the floor area of the project.

3. No structure that houses the use may exceed 35 feet in height.
4. Each structure that houses the use shall be designed to provide reasonable sound barriers for adjoining properties.

On-site Parking Requirement:

Indoor Miniature Golf Course ... Three spaces per hole

Skating Rink ..... One space for each 150 square feet of rink area

Indoor Game Courts ..... Three spaces per court

Walk-in Theater ..... One space per 4 seats, plus one space for each employee

Video Arcade ..... One space for each 200 square feet of gross floor area, plus one space per 3 persons that the facility is designed to accommodate at maximum capacity.

Other Uses ..... One space for each 200 square feet of gross floor area.

Commercial Recreation/Amusement (Outdoor)

Description: An outdoor facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation game courts, water slides, golf courses, outdoor miniature golf courses, drive-in theaters, batting cages, practice/instructional fields, amusement parks, and sports events, but does not include an amphitheater.

On-site Parking Requirement:

Miniature Golf Course ..... Three spaces per hole.

Golf Course ..... Four spaces per hole.

Amusement Park ..... One space per 3 persons that the facilities are designed to accommodate at maximum capacity.

Other Uses ..... One space for each 200 square feet of gross floor area.

Community Center, Private (Accessory)

Description: A facility associated with a planned residential development or multi-family development which provides for community activities for residents of the development.

Conditional Use Regulations:

1. The facility must be located on a collector street or larger.
2. The facility shall be limited to a single story in height and shall not exceed 3000 square feet in floor area.
3. The facility shall be designed to be integrated into the community.
4. No retail sales or other commercial activity shall be permitted.
5. The facility shall be for the exclusive use and enjoyment of the residents of the development.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Community Recreational Facility (Public)

Description: A facility which provides for community activities and is available to the general public.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Community Residence (including Family Community Residence and Transitional Community Residence)

Description: A residential family-like living arrangement for 5 to 10 unrelated individuals with disabilities who are in need of the mutual support furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one or more residents has a lessened ability to ambulate adequately. The use includes a Family Community Residence and a Transitional Community Residence, but does not include any of the following:

1. Senior Citizen Apartment;
2. Adult Day Care Center;
3. Convalescent Care Facility/Nursing Home;
4. Facility for Transitional Living for Released Offenders;
5. Facility to Provide Testing, Treatment, or Counseling for Drug and Alcohol Abuse;
6. Hospice;
7. Sex Offender Counseling Facility;

8. Boarding House or Rooming House;
9. Any other group living arrangement for unrelated individuals who are not disabled; or
10. Any of the following, as defined by NRS Chapter 449:
    a. Facilities for the Treatment of Drug and Alcohol Abuse;
    b. Modified Medical Detoxification Facilities;
    c. Transitional Living Facilities for Released Offenders;
    d. Facility for the Treatment of Narcotics; or
    e. Community Triage Center.

Conditional Use Regulations:

1. Except as otherwise provided in Regulations 2 and 3, a Community Residence may not be located closer than 660 feet to any other Community Residence (measured from property line to property line).
2. Where there is a street, freeway or drainage channel at least 100 feet wide between the proposed Community Residence and an existing Community Residence, the minimum separation requirement
3. When the population of proposed Community Residence is of such a nature that its location must be kept confidential for it to function successfully, such as a Community Residence for victims of domestic abuse, the minimum separation requirements set forth in Regulations 1 and 2 above shall not apply.
4. A maximum of 2 persons who function as facility operator or support staff may reside in a Community Residence without being counted toward the 10-resident limit established for that use. Resident operator/support staff in excess of 2 shall be counter toward the 10-person limit.
5. A Community Residence shall comply with all public health and safety requirements including all Building and Fire Code requirements for the dwelling type in question.
6. In Federal or State law or regulations require the proposed Community Residence to be licensed or certified, then the applicant must obtain that required license or certification before commencing operation of the Community Residence.
7. When located in an O, C-1 or C-2 Zoning District, a Community Residence may not be established unless it is part of a mixed-use development.
8. The operator of the Transitional Community Residence:
    a. Must require residents to be actively and continuously enrolled in an offsite support program, including without limitation Alcoholics Anonymous or an equivalent program, or
    b. Must prohibit the use of alcohol and illegal drugs by residents; and
    c. Upon request and with reasonable notice, must produce evidence satisfactory to the Director or the Code Enforcement Manager residents are in compliance with this Regulation.
9. Occupancy within a Community Residence shall not be made available to any individual whose tenancy would constitute a direct threat to the health and safety of individuals or would result in substantial physical damage to the property of others. The fact that a person is sentenced or referred to a Transitional Community Residence by a judge does not, without other evidence of a person's actual danger to other persons or property, establish that the person is a direct threat to the health and safety of others.
10. The Community Residence must be consistent with the scale and architectural character of the neighborhood.
11. The Special Use Permit provisions of LVMC 19.12.040(B) shall not apply to Regulations 5 through 10 above.
12. In case of a Special Use Permit application that is filed as a consequence of not qualifying for conditional use treatment under Regulations 1 and 2 above, the application must be approved unless the Planning Commission or City Council determines that one or more of the following conditions would occur:
    a. The building to be occupied as a Community Residence would be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood.
    b. The proposed Community Residence, together with existing Community Residences, would alter the residential character of the neighborhood by creating an institutional atmosphere due to the concentration of the Community Residences on a block or adjoining blocks; or
    c. The application or Community Residence does not or would not comply with Regulations 5 through 10 above.

On-site Parking Requirement: Two spaces per dwelling unit.

Condominium

Description: A multi-family dwelling or a commercial building within which the occupied area is owned individually and the structure, land, common open space areas and facilities are owned by all of the owners on a proportional, undivided basis.

Conditional Use Regulations (for residential condominiums only):

1. The use is limited to the following area: The Downtown Las Vegas Redevelopment Area, as established by Ordinance Nos. 3218, 3339, 3637, and 4036.
2. The condominium use shall be developed only in connection with ground-level nonresidential development, and, in the case of a multi-floor structure, shall not itself be permitted on the ground floor, except for access and entryways.

3. Structures associated with the use shall comply with the following design criteria:
   a. The primary resident/guest entryway to the condominium use shall be independent of ground floor commercial uses, and shall be directly from and oriented to a street.
   b. The overall architecture of the front elevation shall highlight the difference in uses through variations in volume and proportion, and shall be treated as a cohesive whole through finishes and colors.

On-site Parking Requirement: Calculated by the capacity of each unit as described below, plus one additional guest space for every 6 units spread throughout the development:

1. Studio and One Bedroom Units – 1.25 spaces per unit.
2. Two Bedroom Units – 1.75 spaces per unit.
3. Three Bedroom and Above Units – Two spaces per unit.

Construction Material Supply Yard

Description: A facility for the storage and sales of construction materials.

On-site Parking Requirement: One space for each 500 square feet of gross yard area.

Contractor's Plant, Shop & Storage Yard

Description: A facility for the storage and maintenance of contractor's supplies and operational equipment, including accessory office uses.

On-site Parking Requirement: One space for each 500 square feet of gross floor area.

Convalescent Care Facility/Nursing Home

Description: A building or structure designed, used, or intended to be used to house and provide care for persons who have a chronic physical or mental illness or infirmity, but who do not need medical, surgical or other specialized treatment normally provided by a hospital. This use includes a "rest home" and "nursing home," as well as a use that would qualify as a Community Residence except for the limitation on the number of residents, but does not include an "assisted living apartment," "hospital" or other medical facility that is specifically defined in LVMC Chapter 19.18.

Minimum Special Use Permit Requirements:

U through R-CL Districts

1. The minimum parcel size shall be 20,000 square feet.
2. The maximum number of beds per acre shall be 25.
3. Setbacks for buildings shall be the same as required for a single family dwelling in the zoning district where located.
4. The maximum building height shall be 2 stories.
5. The facility must be located on a collector street or larger.

R-2 and R-4 Districts

1. The minimum parcel size shall be 10,000 square feet.
2. The maximum number of beds per acre of land shall be 50.
3. Minimum building setbacks and building height are as follows:
   a. A one-story structure shall be set back a minimum of 25 feet from all property lines.
   b. A two-story structure shall be set back a minimum of 35 feet from all property lines.
4. The facility must be located on a collector street or larger.

On-site Parking Requirement: One space for each 6 beds, plus one space for each employee on the largest shift, plus 3 spaces for use by medical professionals.

Convenience Store

Description: A facility, limited in size and scope, that is primarily used for the retail sale to the public of merchandise for off-site consumption, including prepackaged food products, sundries, household items and similar consumer items. This term does not include a retail business licensed as a "drugstore" pursuant to LVMC Title 6.

Conditional Use Regulations:

1. The building or portion thereof that is dedicated to the use shall have a minimum size of 1200 square feet, and shall be designed to have no more than 5000 square feet of floor space, exclusive of warehouse and office area, devoted to the display of merchandise.
2. All loading areas shall be screened from view from adjacent residential properties.

On-site Parking Requirement: One space for each 175 square feet of gross floor area.

Convent or Monastery

Description: A house or set of buildings used as a residence by persons under religious vows.

On-site Parking Requirement: One space per three beds.

Convention Facility, Publicly Operated

Description: A structure which has at least 100,000 square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event whether the activity is open or closed to the general public that is owned, leased, operated and/or controlled by a local, state, or federal governmental entity.. For purposes of this Title, the term includes a stadium facility that is operated in conjunction with a convention facility.

Minimum Special Use Permit Requirements:

1. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government.

On-site Parking Requirement:

Convention Facility ..... One space per 1,000 square feet of gross floor area.

Stadium or Arena ..... One space for each 4 fixed seats, or where fixed seating consists of benches, each 20 linear inches of bench shall be considered one seat.

Copy Center

Description: A facility for the custom reproduction of written or graphic materials on a custom order basis for individuals or businesses. Typical processes include but are not limited to, photocopying, small offset printing, blueprint, and facsimile sending and receiving.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Country Club, Private

Description: A facility that is made available for use on a membership basis for recreational or athletic purposes, where membership is limited and the use of the facility is primarily restricted to members and their guests. This use includes accessory uses, such as:

1. A clubhouse.
2. Retail and restaurant facilities which do not have separate signage or advertising.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Crematory

Description: A facility used for the cremation of corpses.

Conditional Use Regulations:

1. All operations shall be within a completely enclosed building.
2. There shall be no audible or noticeable indication of the use outside of the building.
3. All structures shall be set back 100 feet from any residential use.

On-site Parking Requirement: If operated in conjunction with a mortuary or funeral chapel, one space for each 4 fixed seats or one space for each 100 square feet of non-fixed seating area in the gathering room, whichever is greater. If operated otherwise, one space for each employee on the largest shift.

Crop Production

Description: An area for raising or harvesting agricultural crops.

On-site Parking Requirement: One space for each employee on the largest shift.

Custodial Institution

Description: One or more buildings and related facilities used for the housing or detention of persons who have been charged with or have been convicted of felonies or misdemeanors.

Minimum Special Use Permit Requirements:

1. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government. (C-V only)

On-site Parking Requirement: One space for each 20 inmates at full capacity.

Custom & Craft Work

Description: A facility for the production of finished, personal or household items which are either made to order or involve considerable handwork. Examples include, but are not limited to, textiles, pottery, furniture repair or refinishing, woodworking, upholstery, sculpting and other work or wood products on an individualized single item basis. This use does not include cabinetmaking, cabinet assembly or the use of mechanized assembly line production.

Conditional Use Regulations:

1. All work shall be performed within an enclosed building.
2. All outside storage shall be screened from view from public streets and adjacent properties.

Minimum Special Use Permit Requirements:

1. All work shall be performed within an enclosed building.
2. All outside storage shall be screened from view from public streets and adjacent properties.

On-site Parking Requirement: One space for each 500 square feet of gross floor area.

Daily Labor Service

Description: Any building or premises which serves as a staging point or gathering place for persons who are seeking immediate employment in daily labor activities and who accept or are assigned such employment in accordance with whatever employment is available on that particular day. For purposes of this paragraph, "daily labor" means manual labor, including without limitation, construction cleanup, garbage pickup and removal, demolition, convention setup and takedown, landscaping, planting and digging.

Minimum Special Use Permit Requirements:

* 1. The use must be located on a primary or secondary thoroughfare.
2. The use shall not be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, City park, or residential zoning district.
* 3. The hours of operation shall be limited to the hours between sunrise and sunset.
* 4. Signage must be posted on the premises indicating that loitering on the premises is not allowed. The signage may not exceed 4 square feet in size.
* 5. Persons who are seeking employment must wait for employment within a fully-enclosed structure or an area screened from public view.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Delivery and Service Vehicle Storage

Description: The use of an area or facility for the parking and storage of commercial fleet vehicles that are used primarily in connection with the delivery of goods and services to the surrounding community.

Minimum Special Use Permit Requirements:

1. All areas used for the parking and storage of vehicles shall be paved, and shall be effectively screened so as not to be visible from adjoining properties or public rights-of-way.
2. Lighting shall be shielded from adjacent properties.
3. The use shall not occupy or interfere with any parking spaces that are required for any other existing or proposed areas for which required parking is or will be provided on the site.
4. None of the following activities shall be permitted on site:
   a. The repair or servicing of vehicles.
   b. The storage or warehousing of goods or merchandise.

On-site Parking Requirement: .75 spaces for employee on the largest shift, plus one space per delivery or service vehicle.

Desktop Publishing

Description: An establishment that provides custom set-up of graphics and text for publication in an office setting. This use does not include an establishment that performs offset printing or related distribution.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Dry Cleaners

Description: A facility which is used to provide, to individual households, cleaning services for items such as clothing and linens. This use includes such facilities whether the plant operation is located on- or off-site.

Minimum Special Use Permit Requirements:

1. The operation shall be within a fully enclosed building.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Electric Generating Plant

Description: A facility that generates electricity from mechanical power produced by solar, gas, coal, hydraulic power sources or nuclear fission and that is properly licensed or franchised by the authorities having jurisdiction.

On-site Parking Requirement: One space for each 1000 square feet of gross floor area.

Electric Utility Substation

Description: A facility for transforming electricity for distribution to individual customers.

On-site Parking Requirement: None

Electrical, Watch, Clock, Jewelry & Similar Repair

Description: An establishment that provides repair services for small electronics, clocks, watches, jewelry and other similar items.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Emergency Ambulance Services, Ground

Description: A facility which provides emergency ambulance service and does not include the use of helicopters.

On-site Parking Requirement: One space for each employee on the largest shift, plus one space for each facility vehicle.

Employment Agency

Description: Any establishment, other than a daily labor service, which provides one or both of the following:

1. Assistance to employers in finding and employing permanent or temporary employees, whether part-time or full-time.

2. Assistance to potential employees in identifying and obtaining permanent or temporary employment, whether part-time or full-time.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Environmentally Hazardous Materials

Description: The location of activities or products which have the potential to be dangerous, extremely obnoxious, or cause substantial environmental impacts on or beyond the boundaries of the property on which the activity or use is conducted. Environmentally hazardous materials include, but are not limited to, the following activities:

1. The manufacture, storage and testing of explosives, fireworks or munitions.
2. The refining of petroleum and the storage and distribution of natural and liquid gas or other petroleum derivatives in bulk including terminals, tank farms or other similar facilities.
3. The manufacture, blending, or mixing of pesticides, certain acids and fertilizer.
4. Stockyards; feed pens; livestock sales with pens and/or shipping facilities; rendering of animal fats; slaughtering or processing of animals; and industrial manufacturing processes using the following raw materials: bones, garbage, offal and dead animals.
5. The refining of raw materials, such as, but not limited to, chemicals, rubber, wood or wood pulp, into other products.
6. The forging, casting, melting, refining, extruding, rolling, drawing or alloying of metals.
7. The testing of jet engines or other engines.
8. Refuse disposal services not listed elsewhere in this Title, including but not limited to landfills, incinerators and other locations which receive garbage and refuse generated off-site for storage, treatment or disposal.
9. Boiler works.

On-site Parking Requirement: One space for each 500 square feet of gross floor/yard area.

Escort Bureau

Description: A business establishment which, for a fee, commission, hire, or profit, furnishes or arranges for escorts to accompany other persons for social engagements.

Minimum Special Use Permit Requirements:

1. The business must be located at least 500 feet from any residentially-zoned property and 1500 feet from any church, school, child care facility or park, measured in each case from property line to property line without regard to intervening obstacles.
2. No escorts or escort runners shall be physically dispatched from the property.
3. No business may be transacted with patrons on the property.
4. Except as may otherwise be required by ordinance or by the Director, there shall be no on-site signage or other advertising of any kind, whether on the property or elsewhere, which advertises the address or physical location of the business.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Facility for Transitional Living for Released Offenders

Description: A dwelling unit of a residential character that provides housing and a living environment for up to six persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. There term does not include a halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs. As used in this description, "person who has been released from prison" means:

1. A parolee
2. A person who is participating in:
   a. A judicial program pursuant to NRS 209.4886 or 213.625; or
   b. A correctional program pursuant to NRS 209.488 or 213.632;
3. A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or
4. A person who, within the past 20 years, has been released from prison by expiration of his term of sentence.

Minimum Special Use Permit Requirements:

* 1. The facility must comply on an ongoing basis with all governmental licensing requirements.
2. The facility must be located on a parcel with a minimum size of six thousand five hundred square feet.
3. The facility must be located on a parcel that is within one thousand five hundred feet of an existing bus stop served by a regional bus system.
4. Off-street parking shall be provided on the basis of at least one space per five residents, plus an additional space for the administrator.
5. Indoor common area shall be provided on the basis of a minimum of fifteen square feet per resident.

6. The facility shall not be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood.
7. No signage, graphics, display, or other visual representation that is visible from a public street shall be used to identify to facility as a Facility for Transitional Living for Released Offenders.
8. A facility may not be located closer than one thousand five hundred feet (measured by means of the shortest distance from property line to property line) from another Facility for Transitional Living for Released Offenders, a Community Residence, church, synagogue, school, child care facility licensed for more than twelve children, or City park.
9. The number of occupants within a Facility for Transitional Living for Released Offenders shall not exceed the following occupancy standards
   a. For the first bedroom (deemed to be the largest bedroom), a maximum of two adults (eighteen years of age or older).
   b. For each bedroom thereafter:
      i. A maximum of one adult, for bedrooms less than one hundred square feet in area; and
      ii. A maximum of two adults, for bedrooms one hundred square feet in area or greater.

On-site Parking Requirement: Off-street parking shall be provided on the basis of at least one space per five residents, plus an additional space for the administrator.

Facility to Provide Testing, Treatment, or Counseling for Drug or Alcohol Abuse

Description: A facility that:

1. Operates under or is subject to the provisions of NRS Title 40 and, by means of certified detoxification technicians or otherwise, provides care or treatment related to the physical and mental effects of the abuse of alcohol or drugs, or the effects of alcohol or drug dependency; or
2. Provides court-ordered or court-sanctioned testing, analysis, treatment or counseling related to the physical and mental effects of the abuse of alcohol or drugs, or the effects of alcohol or drug dependency.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Financial Institution, General (with Drive-Through)

Description: Any business or organization:

1. Whose primary service is the exchange of currency; and
2. Whose service includes drive-through service.

This use includes without limitation banks and credit unions, but does not include any business engaged in retail sales or a business whose primary service is to lend money for repayment at a future date.

Conditional Use Regulations:

1. Each drive-through service window and drive-up automatic teller machine shall have a stacking lane that will accommodate at least 6 cars per lane and that is screened in accordance with LVMC 19.08.040(F).
2. In the O and DC-O Districts, drive-thru's shall be separated from residential properties by an intervening building and shall not have access to local residential streets.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Financial Institution, General (without Drive-Through)

Description: Any business or organization:

1. Whose primary service is the exchange of currency; and
2. Whose service does not include drive-through service.

This use includes without limitation banks and credit unions, but does not include any business engaged in retail sales or a business whose primary service is to lend money for repayment at a future date.

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Financial Institution, Specified

Description: Any business whose primary function is to:

1. Lend money;
2. Cash checks or other negotiable instruments for a fee, service charge or other consideration; or
3. Provide funds in exchange for the acceptance of a check on a post-dated or deferred-deposit basis.

This use includes without limitation a business that provides check cashing, services as a principal service offered, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash advances. The term does not include a pawn shop or a limited check cashing service, as described in this Section.

Conditional Use Regulations:

1. The use shall comply with all applicable requirements of LVMC Title 6.
2. The building design and color scheme shall be subject to review by the Department to ensure that it will be harmonious and compatible with the surrounding area.

3. No temporary signs (as described in LVMC 19.08.120 (G)) such as balloons, inflated devices, searchlights, pennants, portable billboards, portable signs, streamers, trucks parked for signage purposes, or other similar devices are permitted, except that banners announcing a "grand opening" or that a business is "coming soon" may be approved administratively for a period not to exceed 30 days.
4. Window signs shall not:
   a. Cover more than 20 percent of the area of all exterior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.
5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.
6. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).
7. No specified financial institution use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no specified financial institution use may be located closer than 1000 feet from any other specified financial institution use, auto title loan use, or auto pawn use. For purposes of this Regulation 7, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

Minimum Special Use Permit Requirements:

* 1. The use shall comply with all applicable requirements of LVMC Title 6.

* 2. The building design and color scheme shall be subject to review by the Department to ensure that it will be harmonious and compatible with the surrounding area.

3. No temporary signs (as described in LVMC 19.08.120 (G)) such as balloons, inflated devices, searchlights, pennants, portable billboards, portable signs, streamers, trucks parked for signage purposes, or other similar devices are permitted, except that banners announcing a "grand opening" or that a business is "coming soon" may be approved administratively for a period not to exceed 30 days.
4. Window signs shall not:
   a. Cover more than 20 percent of the area of all exterior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.
5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.
6. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).
7. No specified financial institution use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no specified financial institution use may be located closer than 1000 feet from any other specified financial institution use, auto title loan use, or auto pawn use. For purposes of this Requirement 7, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Food Processing

Description: A facility in which food for human consumption is provided in its final form, such as candy, baked goods and ice cream, and the food is distributed to retailers or wholesalers for resale on or off the premises. This use does not include food or beverage processing which uses any mechanized assembly line production of canned or bottled goods.

Conditional Use Regulations:

1. Food processing shall be permitted only in conjunction with retail use.
2. A maximum of 5000 square feet in floor area shall be permitted.

On-site Parking Requirement: One space for each 500 square feet of gross floor area.

Fraternity, Sorority House or Private Dorm

Description: A residential building associated with a college or university that provides sleeping quarters, but not separate dwelling units, and may include common dining, cooking, recreation or bathing facilities.

Minimum Special Use Permit Requirements:

1. The minimum lot area shall be 6000 square feet for the first five occupants of the building's designed occupancy and 900 square feet for each additional residential occupant.

On-site Parking Requirement: One and one-half spaces per guest room.

Gaming Establishment, General Business-Related

Description: A building or structure which is primarily used for some business other than gaming but in which restricted gaming is

permitted pursuant to Title 6. For purposes of the Special Use Permit requirements of this Title, this use does not include a location that has obtained and maintains current licensing and zoning approvals to sell alcoholic beverages.

Minimum Special Use Permit Requirements:

1. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government. (C-V only)

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Gaming Establishment, Non-restricted

Description: An establishment which is used or intended to be used for the conduct of gaming activities for which a non-restricted gaming license is required pursuant to LVMC Title 6. For informational purposes, this description refers to an establishment whose gaming operations consist of 16 or more slot machines, or any number of slot machines together with any other game, gaming device, race book or sports pool at that establishment. When operated in conjunction with a hotel having more than 200 rooms this use includes any number of ancillary alcoholic beverage-related uses with an on-sale component, without regard to the requirements of LVMC Chapter 19.12, but only to the extent such uses conform to the applicable requirements of LVMC Chapters 6.40 and 6.50.

Minimum Special Use Permit Requirements:

* 1. Except as otherwise exempted by State law, non-restricted gaming establishments must be located within the Gaming Enterprise Overlay District described in Section 19.10.120.

* 2. A Special Use Permit is required for:

   a. Any new non-restricted gaming establishment.

   b. Any increase in the amount, variety or magnitude of gaming to be offered within an existing non-restricted gaming establishment whether or not the existing gaming was approved by means of a Special Use Permit.

* 3. The Special Use Permit requirement in Paragraph (2) above:

   a. Applies to all property in the City, wherever located and whether or not it is located in the Gaming Enterprise Overlay District;

   b. Applies to existing non-restricted gaming establishments whether or not they have applied for an increase in the amount, variety or magnitude of gaming to be offered;

   c. Applies to any property or establishment irrespective of any rights or purported rights established by prior adjudication, to the extent such rights have not become vested by the exercise thereof; and

   d. Supersedes and prevails over every other provision of the Municipal Code to the contrary, or that might be deemed to be interpreted to the contrary.

On-site Parking Requirement: One space for each 90 square feet of gross floor area.

Gaming Establishment, Restricted

Description: An establishment which is used or intended to be used for gaming activities for which a restricted gaming license is required pursuant to Title 6. For informational purposes, this description refers to an establishment whose gaming operations are limited to not more than 15 slot machines, incidental to the primary business at the establishment, and no other game or gaming device.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Garden Supply/Plant Nursery

Description: A facility for the growing, display, or sale of plant stock, seeds or other horticulture items. This use may include raising plants outdoors or in greenhouses for sale either as food or for use in landscaping.

Conditional Use Regulations:

1. Garden tools, supplies and fertilizer may be allowed outside an enclosed building, provided all storage is screened from view from any abutting streets.
2. Live plants may be located outside of an enclosed building.

On-site Parking Requirement: One space for each 500 square feet of indoor display area, plus one space for each 2500 square feet of outdoor display area.

General Personal Service

Description: A facility for the sale of personal services. Typical personal services include barber/beauty shop, tanning salon, nail salon, shoe repair, tailor, instructional arts studio, photography studio, hand-crafted art studio, safe deposit boxes, house cleaning service, weight reduction center, day spa, florist (excluding greenhouses), and permanent makeup establishment.

On-site Parking Requirement:

Barber/Beauty Shop ..... For a use located in a shopping center with more than 25,000 square feet of gross floor area, one space for each 250 square feet of gross floor area. Otherwise, two spaces for each barber chair and three spaces for each beautician station.

Tanning Salon ..... Two spaces per tanning bed.

Nail Salon ..... Two spaces per chair/station.

Other Uses Not Listed ..... One space for each 250 square feet of gross floor area.

General Retail Store, Other Than Listed (3500 Square Feet or More)

Description: A facility (with 3500 square feet or more) for the retail sale of general merchandise to the general public for direct consumption and not for wholesale. This use does not include a "grocery store," "convenience store," or other retail facility that is specifically defined in LVMC Chapter 19.18.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.
2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

General Retail Store, Other Than Listed (Less than 3500 Square Feet)

Description: A facility (with less than 3500 square feet) for the retail sale of general merchandise to the general public for direct consumption and not for wholesale. This use does not include a "grocery store," "convenience store," or other retail facility that is specifically defined in LVMC Chapter 19.18.

Conditional Use Regulations:

1. The following are not permitted:
   a. The sale or dispensing of gasoline or other automotive fuels.
   b. The sale of alcoholic beverages for off-premise consumption.
   c. Outdoor storage and sales.
2. All loading areas shall be screened from view from adjacent residential properties.

On-site Parking Requirement: One space per 175 square feet of gross floor area.

Golf Driving Range

Description: A facility or area that is made available to the public for the practice of golf driving techniques

On-site Parking Requirement: Three spaces, plus one space per tee.

Government Facility

Description: A facility or area used for public purposes and owned or operated by an instrumentality or agency of Federal, State, or local government.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Grocery Store

Description: A facility, over 5000 square feet in size, that is primarily used for the retail sale of household foodstuffs for offsite consumption, including any combination of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, baked food, prepared foods, and beverages. This use may include the sale of other household supplies and products, but only if secondary to the primary purpose of food sales.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.
2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

   waived in connection with the approval of a Special Use Permit.

   c. Approval of a waiver may be conditioned upon measures designed to ensure compatibility of the use.

8. The number of occupants within a Group Residential Care Facility shall not exceed the following occupancy standards:
   a. For the first bedroom (deemed to be the largest bedroom), a maximum of two adults (eighteen years of age or older).
   b. For each bedroom thereafter:

Gun Club, Skeet or Target Range, or Archery Club (Indoor)

Description: A facility or area used for archery or the shooting of firearms, whether for practice or sport.

On-site Parking Requirement: One space per target or shooting position.

Gun Club, Skeet or Target Range, or Archery Club (Outdoor)

Description: A facility or area used for archery or the shooting of firearms, whether for practice or sport.

On-site Parking Requirement: One space per target or shooting position.

Health Club

Description: An establishment that operates physical fitness facilities, sports clubs or recreation clubs.

Conditional Use Regulations:

1. The structure shall not exceed 5000 square feet in size

On-site Parking Requirement: One space for each 200 square feet of gross floor area.

Heavy Machinery and Equipment (Rental, Sales & Service)

Description: A facility for the display, sale and rental of tools, heavy machinery, dump trucks or commercial and heavy equipment, such as those used in building construction, farming, restaurants or manufacturing.

On-site Parking Requirement: One space for each 250 square feet of gross floor area. Rental equipment may not be parked or stored in parking spaces that are designated as required on-site parking.

Heavy Machinery and Equipment (Storage)

Description: A lot or facility used for the storage of heavy construction equipment, machinery and vehicles.

On-site Parking Requirement: One space for each employee on the largest shift, plus one space for each facility vehicle.

Helipad

Description: A facility for the landing and taking off of helicopters, but with no accessory gas sales, maintenance or other services.

Minimum Special Use Permit Requirements:

1. The use shall be permitted only as an accessory use to a hospital, medical facility or medical office.
2. The operator shall designate flight paths that minimize flight over residential areas and shall provide the City with evidence that such flight paths have been approved by the Clark County Department of Aviation.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Home Occupation

Description: An income producing activity conducted in a residential zone pursuant to LVMC 19.16.180.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

Horse Corral or Stable (Commercial)

Description: A structure for the keeping of horses, mules or ponies which are boarded for compensation or for use in providing instructional or recreational activities for persons other than occupants of the premises.

Conditional Use Regulations:

1. Stables or corrals shall be placed more than 50 feet from any dwelling on an adjacent residential lot and at least 100 feet from the front property line.
2. All accessory structures shall comply with the setback requirements set forth in LVMC Chapter 19.08, and in no event shall be placed closer than 5 feet from any side or rear property line abutting a residential zoning district.

On-site Parking Requirement: One space for each 5 horses that can be boarded at the maximum capacity on the property.

Horse Corral or Stable (Private)

Description: An accessory structure for the keeping of horses, mules or ponies for the use of occupants of the premises.

Conditional Use Regulations:

1. Stables or corrals shall be placed at least 50 feet from any dwelling on an adjacent residential lot and at least 100 feet from the front property line.
2. Structures shall be placed at least 5 feet from any side or rear property line abutting a residential zoning district.
3. Barns and other structures shall conform to the standards for accessory buildings.
4. No more than three horses may be stabled for each one-half acre of land included in the building site.

On-site Parking Requirement: One space for each 5 horses that can be boarded at the maximum capacity on the property.

Hospice

Description: A home for the terminally ill.

On-site Parking Requirement: One space for each 8 beds, plus one space for each employee on the largest shift.

Hospital

Description: An institution, designed within an integrated campus setting, for the diagnosis, care, and treatment of human illness, including surgery and primary treatment.

Conditional Use Regulations:

1. The use shall be located on a secondary thoroughfare or larger.

On-site Parking Requirement: One and one-half spaces for each patient bed.

Hotel, Motel or Hotel Suites

Description:

1. Hotel – A building or group of buildings whose main function is to provide rooms for temporary lodging where entrance to each room is gained from a completely enclosed area. A hotel may also contain restaurants, conference rooms and personal service shops. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than 1 week.

2. Motel – A building or group of buildings whose main function is to provide rooms for temporary lodging, rooms which are directly accessible from an outdoor parking area. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than 1 week.

3. Hotel Suites – A facility offering temporary lodging accommodations to the general public in which rooms or suites may include kitchen facilities and sitting rooms in addition to the sleeping room. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than 1 week.

On-site Parking Requirement: One space per guest room.

Hotel, Residence

Description: A multi-dwelling facility for extended stay lodging, consisting of:

1. Efficiency units or suites with a complete kitchen suitable for long term occupancy;

2. Customary hotel services such as linen, maid service, telephone and upkeep of furniture; and

3. Optional resident and guest amenities such as meeting rooms, club house and recreation facilities.

This use does not include facilities which qualify as other types of dwelling units defined in this Title.

On-site Parking Requirement: One space per guest room.

Internet Café

Description: An establishment that provides for public use 5 or more computers or other electronic devices:

1. For purposes of accessing the internet, a local area network, e-mail programs or other computer software programs; and

2. The public use of which is in exchange for compensation of any kind and paid in any manner, including but not limited to the payment of a membership fee.

This use will generally include establishments commonly known as PC cafes, cyber cafes, cyber centers, and similar designations.

Conditional Use Regulations:

1. No persons under the age of 16 years may use the computers or other electronic devices between the hours of 8:00 A.M. through 2:00 P.M., Monday through Friday, and after 10:00 P.M. daily, unless accompanied by a parent or guardian. The 8:00 A.M. through 2:00 P.M. restriction shall not apply during school holidays and school vacation periods recognized by schools within the City.
2. Accessible and adequate storage for bicycles and skateboards shall be provided to prevent an accumulation of bicycles and skateboards in such a manner as to interfere with the public use of sidewalks or streets.

On-site Parking Requirement: One space for every computer or electronic device provided for use, plus one space for each staff member on the largest shift.

Internet/Catalogue Sales Office

Description: An establishment which specializes in the sale of products via the internet or by catalogue for delivery to a customer's home or business. This use may include in-person customer consultations at the establishment.

Conditional Use Regulations:

1. Neither the sale of products located on-site nor the delivery of products on-site is permitted.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Jewelry Store, Class III

Description: A store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. The use may additionally include operations similar to a new jewelry store.

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Title 6.
2. No outdoor display, sales or storage of any merchandise shall be permitted.
3. No such use shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.

Minimum Special Use Permit Requirements:

* 1. The use shall comply with the applicable requirements of LVMC Title 6.

* 2. No outdoor display, sales or storage of any merchandise shall be permitted.

* 3. No such use shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.

2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

Jewelry Store, New

Description: A store which primarily sells new merchandise and some used merchandise from estate sales or reconstitutes precious metals into jewelry forms which are sold at retail on the premises.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.

2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

Keeping of Carrier or Racing Pigeons

Description: The keeping of pigeons that are bred and kept for the purpose of demonstration or racing, are registered with a national pigeon registry or organization, and are identified as to ownership and registration by a stamp or a band.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Laboratory, Medical or Dental

Description: A facility, other than a hospital, that:

1. Conducts general medical or scientific research, investigation, testing, or experimentation; or

2. Upon referral by or request of a medical professional, provides radiological or medical testing, or creates prosthesis or artificial dental work.

This use does not include a facility for the manufacture or sale of other products, except as incidental to the main purpose of the laboratory. This use also does not include a "facility to provide testing, treatment, or counseling for drug or alcohol abuse," as that term is defined in this Title.

On-site Parking Requirement: One space for each 200 square feet of gross floor area up to 2,000 square feet, plus one space for each additional 175 square feet.

Landfill

Description: A lot or premises used for the disposal of garbage, trash, refuse or waste material (other than sewage) which is officially sanctioned by proper authorities of the jurisdiction in which it is located.

On-site Parking Requirement: One space for each employee on the largest shift.

Laundry, Self-Service

Description: A laundry facility that provides coin operated washing and drying machines for customer operation. This use includes a facility that provides additional services such as fluff and fold or dry cleaning, provided that no dry cleaning equipment is located on the premises. This use does not include a laundry room located within a residential development that is provided solely for the use of residents of the development.

On-site Parking Requirement: One space per 250 square feet of gross floor area.

Library, Art Gallery or Museum (Public)

Description: A publicly-operated facility used for:

1. The housing of a collection of books, magazines, audio and video tapes, or other material for borrowing and use by the general public; or

2. The acquisition, preservation, study or exhibition of works of artistic, historic or scientific value.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Light Assembly & Fabrication

Description: The assembly or manufacturing of objects or items that:

1. Are made from standard parts or components;

2. Are distinct from the individual parts or components; and

3. Are not of another type of assembly or fabrication specifically described in this Table 2.

Conditional Use Regulations:

1. All processing, manufacturing, and storage of materials, equipment and products shall be performed in a completely enclosed building.

2. There shall be no audible or noticeable indication of a manufacturing operation outside the building.
3. There shall be no smoke, dust or foreign matter emitted.
4. All exterior storage of material shall be in sturdy containers or enclosures which screen storage from surrounding properties and abutting streets. Storage containers for flammable materials shall be constructed of nonflammable material. [C-2 only]
5. No outside storage is permitted. [C-1 only]
6. The bulk manufactured items and raw materials stored shall not exceed 4 percent of the cubic content of the building. [C-1 only]
7. No more than 7 employees shall be engaged in the manufacture, treatment or processing operation. [C-1 only]
8. Only the following operations shall be allowed: [C-1 only]
   a. Lens grinding;
   b. Jewelry manufacture;
   c. Wholesale medallion sales and assembly;
   d. Wholesale and retail cooking;
   e. Sewing and embroidery shop;
   f. Stained glass assembly;
   g. Drapery manufacture; and
   h. Wholesale printing.

On-site Parking Requirement: One space for each 500 square feet of gross floor/yard area.

Liquefied Petroleum Gas Installation (288 Gallons or Less)

Description: A facility or system:

1. Which includes tanks, piping or gas equipment (or any combination thereof);
2. Is used or intended to be used for the storage, dispensing or other utilization of liquefied petroleum gas; and
3. Whose tanks:
   a. Have an aggregate water capacity of 288 gallons or less; or
   b. Are part of an installation in a mobile home park or similar multiple-unit installation whose units are served by individual tanks if the tanks are not interconnected and each individual tank has a water capacity of less than 125 gallons.

Conditional Use Regulations:

1. This use is permitted in accordance with the applicable zoning district requirements if the installation complies with the provisions of NRS 590.465 et seq.
2. Any installation which was made nonconforming by the adoption of the standards of this Title regarding liquefied petroleum gas installations is subject to the expansion and discontinuance provisions set forth in Chapter 19.14.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Liquefied Petroleum Gas Installation (Over 288 Gallons)

Description: A facility or system:

1. Which includes tanks, piping or gas equipment (or any combination thereof);
2. Is used or intended to be used for the storage, dispensing or other utilization of liquefied petroleum gas; and
3. Whose tanks have an aggregate water capacity of more than 288 gallons, unless the tanks are part of an installation in a mobile home park or similar multiple-unit installation whose units are served by individual tanks, the tanks are not interconnected, and each individual tank has a water capacity of less than 125 gallons.

Minimum Special Use Permit Requirements:

1. This use is permitted in accordance with the applicable zoning district requirements if the installation complies with the provisions of NRS 590.465 et seq.
2. Any installation which was made nonconforming by the adoption of the standards of this Title regarding liquefied petroleum gas installations is subject to the expansion and discontinuance provisions set forth in LVMC Chapter 19.14.
3. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government. (C-V only)

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Liquor Establishment (Tavern)

Description: A facility which sells alcoholic beverages for consumption on the premises where the same are sold and authorizes the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold.

Minimum Special Use Permit Requirements:

* 1. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum separation between liquor establishments (tavern), and a minimum separation between a liquor establishment (tavern) and

certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided below, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church, synagogue, school, child care facility licensed for more than 12 children, or City park.

* 2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed liquor establishment (tavern) which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed liquor establishment (tavern). The distance shall be measured in a straight line without regard to intervening obstacles.

* 3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a liquor establishment (tavern) refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed liquor establishment (tavern) will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed liquor establishment (tavern) will be located;

C. All parking spaces required by this Subchapter 19.12.070 for the liquor establishment (tavern) use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

4. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

5. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed liquor establishment (tavern) that:

a. Will be located on a parcel within the C-V District, the Parkway Center District within the Downtown Centennial Plan, the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;

b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark;

c. Will be located within a regional mall; or

d. Will be located within a mixed-use development

i. That has been approved by means of Special Use Permit pursuant to LVMC Chapters 19.12 and 19.16;

ii. That has a minimum net site area of 15 acres; and

iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet; or

e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet.

6. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government. (C-V only)

* 7. The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.

On-site Parking Requirement: One space for each 50 square feet of public seating and waiting area (including areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area, with a minimum of ten spaces required.

Livestock Farming (Bovines/Horses)

Description: The raising or keeping of bovine animals or horses for recreational, entertainment or training purposes only. This use does not include the breeding or raising of animals for consumption or sale.

Conditional Use Regulations:

1. The minimum allowable parcel size is 1.25 acres.
2. A maximum of 25 animals (bovines or horses) is allowed per parcel.
3. No more than one bovine or horse is allowed per 7500 hundred square feet of lot area.
4. The parcel must also be occupied by a habitable dwelling.
5. Bovines may not be kept at any location south of Cheyenne Avenue.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

Manufactured Home (Not Qualifying for Zoning Treatment as Single Family Detached Dwelling)

Description: A structure (as defined in NRS 489.113) that does not qualify for State-law zoning treatment as a Single Family Detached Dwelling. The fact that a structure does not qualify for State-law zoning treatment as a Single Family Detached Dwelling does not preclude it from being so treated for other purposes, or from being permanently affixed to a residential lot.

Conditional Use Regulations:

1. No sales or display of manufactured homes is permitted, except for:
   a. The sale in-place, by the owner or his agent, of a manufactured home that has previously been located and continuously occupied in that mobile home park by the owner.
   b. The sale in-place, by a manufactured home dealer, of a manufactured home that has previously been located and continuously occupied in that mobile home park by the owner of the home and that has been taken as a trade-in or purchased from the owner.
   c. The placement of a manufactured home within a mobile home park for the purpose of sale or display, or both, as a sales model only.

   For purposes of this Conditional Use Regulation 1, a financial institution that has succeeded to the interest in a manufactured home of its owner, through foreclosure, shall be deemed to be the agent of the owner.

On-site Parking Requirement: Two spaces per site.

Manufactured Home (Qualifying for Zoning Treatment as Single Family Detached Dwelling)

Description: A structure (as defined in NRS 489.113) that meets the Conditional Use Regulations listed below in order to qualify for State-law zoning treatment as a Single Family Detached Dwelling.

Conditional Use Regulations:

1. In order to qualify for State-law zoning treatment as a Single Family Detached Dwelling, a manufactured home must:
   a. Have been constructed or manufactured within the 6 years immediately preceding the date on which it is affixed to the residential lot;
   b. Consist of at least 1200 square feet of living area, unless the Director approves a reduction in size;
   c. Be permanently affixed to the residential lot;
   d. Have its foundation masked architecturally or by landscaping, berming or planters; and
   e. Be demonstrated to be compatible with homes in the immediate vicinity, in terms of siding material, roofing, color, building configuration, design features, etc.

On-site Parking Requirement: Two spaces per site.

Manufacturing, Heavy

Description: A facility for the general mass producing of goods, usually for sale to wholesalers or other industrial or manufacturing uses. This use includes any use which employs any of the following or similar types of processes:

1. Milling of grain.
2. Production of animal food, and the tanning of animal hides.
3. Production of large durable goods such as, but not limited, to motorcycles, cars, manufactured homes or airplanes.
4. Canning or bottling of food or beverages for human consumption using a mechanized assembly line.
5. Manufacturing of paint, oils, pharmaceuticals, cosmetics, solvents and other chemical products, and use of a foundry for metals.
6. Production of items made from stone, clay, metal or concrete.
7. Tire recapping or retreading.
8. Production of items by means of the chemical processing of materials.

On-site Parking Requirement: One space for each 1000 square feet of gross floor/yard area.

Manufacturing, Light

Description: A facility for producing goods without the use of any of the processes described within the definition of "Heavy Manufacturing." This use includes without limitation the following activities:

1. Assembly, finishing, and/or packaging of small items from component parts made at another location. Examples include but are not limited to cabinet making or the assembly of clocks, electrical appliances, or medical equipment.
2. Production of items made from materials derived from plants or animals including, but not limited to, leather, pre-milled wood, rubber, paper, wool or cork, or from textiles or plastics.
3. Electrical component manufacturing.

4. Reproduction, cutting, printing, or binding of written materials, drawings or newspapers on a bulk basis using lithography, offset printing, blue printing and other similar methods.

5. Machine shop where material is processed by machinery, cutting, grinding, or similar processes.

On-site Parking Requirement: One space for each 1000 square feet of gross floor/yard area.

Martial Arts Studio

Description: An establishment whose principal business activity is the instruction of the martial arts as defined by LVMC 6.53.020(C). This use does not include any nonprofit organization or entity that offers martial arts instruction only as an incidental service in its overall program of activities.

On-site Parking Requirement: One space for each staff member, plus one space for every 10 students in class when the facility is at maximum capacity.

Massage, Accessory

Description: The performing of massage therapy or therapeutic massage that:

1. Is accessory to a principal permitted use that is one of the following:

   a. A medical office or physical rehabilitation clinic;

   b. A fitness and health center;

   c. A country club or golf course clubhouse;

   d. A hotel with more than one hundred rooms; or

   e. A facility similar in nature to any of the facilities listed above;

2. Doe not occupy more than 150 square feet of space; and

3. Is not advertised on any exterior signage.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Massage Establishment

Description: A facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52. This use does not include the "accessory massage," as defined in this Title.

Conditional Use Regulations:

1. The use shall comply with all applicable requirements of LVMC Title 6.
2. The use must be located on a secondary thoroughfare or larger.
3. The use may not be located within 400 feet of any church, synagogue, school, City park, child care facility, or any parcel zoned for residential use.
4. The use may not be located within 1000 feet of any other massage establishment.
5. The hours of operation shall be limited to the period between 8:00 a.m. and 9:00 p.m.

Minimum Special Use Permit Requirements:

1. The use shall comply with all applicable requirements of LVMC Title 6.
2. The use must be located on a secondary thoroughfare or larger.
3. The use may not be located within 400 feet of any church, synagogue, school, City park, child care facility, or any parcel zoned for residential use.
4. The use may not be located within 1000 feet of any other massage establishment.
5. The hours of operation shall be limited to the period between 8:00 a.m. and 9:00 p.m., unless further limited by the City Council on a case-by-case basis.

On-site Parking Requirement: Two spaces for each massage room, massage table or massage chair, with a minimum of six spaces required.

Mining, Sand & Gravel Excavation

Description: The excavation of sand, gravel, minerals or other resources from the earth.

On-site Parking Requirement: One space for each employee on the largest shift, plus one space for each facility vehicle.

Mini-Storage Facility

Description: A facility with enclosed storage space, divided into separate compartments no larger than 500 square feet in size, which is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment.

Conditional Use Regulations:

1. No more than one manager's security residence shall be permitted.
2. All storage shall be within an enclosed building except for the storage of recreational vehicles, which shall be completely screened from view from surrounding properties and abutting streets.
3. The following activities are prohibited on or from the premises of a mini-storage facility:

a. The conducting of a business (other than the mini-storage business itself and permitted accessory uses);

b. The retail sale of stored items;

c. The commercial repair of motor vehicles, boats, trailers and other like vehicles;

d. The operation of spray-painting equipment, power tools, welding equipment or other similar equipment;

e. The production, fabrication or assembly of products.

4. The rental of single unit trucks and small utility trailers shall be permitted as an accessory use to a mini-storage facility, provided the business is conducted out of the same office as that of the mini-storage facility. No trucks or trailers shall be displayed in public view, and the combined total of all trucks and trailers stored on site shall not exceed a ratio of 2 trucks or trailers for each 100 storage units.
5. Truck and trailer storage shall be screened from streets and adjacent properties.
6. When adjacent to a residential use, the exterior wall of the mini-storage shall be constructed of decorative block.

Minimum Special Use Permit Requirements:

1. No more than one manager's security residence shall be permitted.
2. All storage shall be within an enclosed building except for the storage of recreational vehicles, which shall be completely screened from view from surrounding properties and abutting streets.
3. The following activities are prohibited on or from the premises of a mini-storage facility:

a. The conducting of a business (other than the mini-storage business itself and permitted accessory uses);

b. The retail sale of stored items;

c. The commercial repair of motor vehicles, boats, trailers and other like vehicles;

d. The operation of spray-painting equipment, power tools, welding equipment or other similar equipment;

e. The production, fabrication or assembly of products.

4. The rental of single unit trucks and small utility trailers shall be permitted as an accessory use to a mini-storage facility, provided the business is conducted out of the same office as that of the mini-storage facility. No trucks or trailers shall be displayed in public view, and the combined total of all trucks and trailers stored on site shall not exceed a ratio of 2 trucks or trailers for each 100 storage units.
5. Truck and trailer storage shall be screened from streets and adjacent properties.
6. When adjacent to a residential use, the exterior wall of the mini-storage shall be constructed of decorative block.

On-site Parking Requirement: One space per 50 storage units, spread throughout the development, plus a minimum of 5 spaces on the exterior side of the security fence for customers. If truck or trailer rental is conducted as an accessory use, one space for each rental vehicle shall be provided in addition to the number required under the preceding sentence.

Mixed-Use

Description: The vertical integration of residential uses and commercial or civic uses within a single building or a single development, where the uses share pedestrian access, vehicular access, parking functions, or any combination thereof.

Conditional Use Regulations:

1. Residential uses permitted as of right in the R-3 and R-4 Zoning Districts are permitted as conditional uses within a C-1 or C-2 Zoning District.
2. Commercial uses or civic uses shall be located at the ground level fronting the primary public rights-of-way, and the principal entryway for those uses shall be directly accessed from and oriented to the public sidewalk.
3. Residential uses shall not be permitted on the ground floor fronting on primary public rights-of-way, but may be located at or above the second level of the building. Residential uses may be located on the ground floor of any building or portion thereof that is located at the interior of the development site and does not front on an arterial or collector street.
4. Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08. Parking structures shall not be located along the street frontages of the development site, but shall be screened from view of the adjacent rights-of-way by the principal building(s).

Minimum Special Use Permit Requirements:

1. Residential uses permitted as of right in the R-3 and R-4 Zoning Districts may be permitted by means of a Special Use Permit within a P-O or O Zoning District.
2. Nonresidential uses permitted as of right in the P-O, O and C-1 Zoning District may be permitted by means of a Special Use Permit within an R-3 or R-4 Zoning District.
3. Commercial uses or civic uses shall be located at the ground level fronting the primary public rights-of-way, and the principal entryway for those uses shall be directly accessed from and oriented to the public sidewalk.
4. Residential uses shall not be permitted on the ground floor fronting on primary public rights-of-way, but may be located at or above the second level of the building. Residential uses may be located on the ground floor of any building or portion

thereof that is located at the interior of the development site and does not front on an arterial or collector street.

5. Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.08. Parking structures shall not be located along the street frontages of the development site, but shall be screened from view of the adjacent rights-of-way by the principal building(s).

On-site Parking Requirement: To be determined in accordance with the applicable parking calculations for mixed-use developments that are set forth in LVMC 19.18.030.

Mobile Home

Description: A factory-assembled structure equipped with the necessary service connections and made so as to be movable as a unit on its own running gear and designed to be used for a one-family residential use.

Conditional Use Regulations:

1. No sales or display of mobile homes is permitted, except for:
   a. The sale in-place, by the owner or his agent, of a mobile home that has previously been located and continuously occupied in that mobile home park by the owner.
   b. The sale in-place, by a mobile home dealer, of a mobile home that has previously been located and continuously occupied in that mobile home park by the owner of the home and that has been taken as a trade-in or purchased from the owner.
   c. The placement of a mobile home within a mobile home park for the purpose of sale or display, or both, as a sales model only.

   For purposes of this Conditional Use Regulation 1, a financial institution that has succeeded to the interest in a mobile home of its owner, through foreclosure, shall be deemed to be the agent of the owner.

On-site Parking Requirement: Two spaces per site.

Mobile Home Park

Description: An area or tract of land where 2 or more mobile homes or mobile home lots are rented or held out for rent. This use does not include an area or tract of land where:

1. More than half of the lots are rented overnight or for less than three months for recreational vehicles.
2. Mobile homes are used occasionally for recreational purposes and not as permanent residences.

Conditional Use Regulations:

1. No sales or display of mobile homes is permitted, except for:
   a. The sale in-place, by the owner or his agent, of a mobile home that has previously been located and continuously occupied in that mobile home park by the owner.
   b. The sale in-place, by a mobile home dealer, of a mobile home that has previously been located and continuously occupied in that mobile home park by the owner of the home and that has been taken as a trade-in or purchased from the owner.
   c. The placement of a mobile home within a mobile home park for the purpose of sale or display, or both, as a sales model only.

   For purposes of this Conditional Use Regulation 1, a financial institution that has succeeded to the interest in a mobile home of its owner, through foreclosure, shall be deemed to be the agent of the owner.

On-site Parking Requirement: Two spaces per site (may be tandem) and one guest space for every 6 mobile home sites, distributed throughout the development.

Monorail

Description: A non technology specific system used to transport passengers, including any system on a fixed land route installed and operated on an extensive fixed guideway or rail, and including a monorail as defined in NRS Chapter 705. This use does not include a system to transport passengers between two end points with no intermediate stops, or a monorail that functions only as a part of a theme park or permanent exhibition under LVMC Chapter 6.81.

Minimum Special Use Permit Requirements:

1. A Special Use Permit may be approved only in conjunction with the approval of necessary licensing for the monorail and the approval of an agreement to authorize the operation of the monorail system with the City.
2. Conditions may be imposed upon associated passenger terminals, power propulsion systems, parking lots, maintenance facilities and other accessory land and buildings that are referred to in the application.
3. Accessory commercial uses may be permitted in conjunction with the system if they are specified in the application.
4. Structures shall be designed to be architecturally compatible with existing buildings and structures in the vicinity of the system. Structures associated with the system may be permitted at heights greater than otherwise permitted by this Title if the heights are specified in the application.
5. Site development standards otherwise applicable, such as yard setbacks, building separation or location requirements, may be reduced or eliminated in connection with the approval of a Special Use Permit.

6. Ground level equipment, power propulsion systems and maintenance facilities shall be screened from streets and residential development with a decorative block wall not to exceed 10 feet in height; landscaping sufficient to screen the equipment, systems and facilities; or a combination thereof, as required in connection with the approval of a Special Use Permit. If the height of the block wall exceeds 6 feet, a notarized letter of approval must be obtained from the owner of any adjacent property that has been developed.
7. Advertising signs are permitted only in accordance with the applicable requirements of this Title or as permitted in agreement with the City to authorize the operation of the monorail system.
8. Approval of a Special Use Permit shall not be deemed to give the monorail system the right to use the property of any person without that person's consent or to compel the City to use its power of eminent domain to acquire property for the system.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on a particular site.

Mortuary or Funeral Chapel

Description: A facility in which one or both of the following activities occur:

1. Dead bodies are prepared for burial or cremation.
2. Funeral services are conducted.

On-site Parking Requirement: If funeral services are conducted, one space for each 4 fixed seats or one space for each 100 square feet of non-fixed seating area in the gathering room, whichever is greater. If operated otherwise, one space for each employee on the largest shift.

Motor Vehicle Sales (New)

Description: A facility or area , other than an auto sales showroom, for the display and sale or leasing of new automobiles, trucks, motorcycles and motor scooters, but excluding mopeds. This use includes service bays and auto body shops which are incidental and accessory to the sales use.

Conditional Use Regulations:

1. Motor vehicle sales may include an outdoor used car sales lot when operated by a franchised, new car dealer. The used car sales shall be located directly adjacent to the new car sales and service facility and be operated as an incidental use.
2. The installation and use of an outside public address or bell system is prohibited.
3. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.
4. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.
5. All accessory service shall be performed inside an enclosed area.
6. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
7. Accessory automobile rental is permitted.
* 8. Any motor vehicle sales use to be located north of Cheyenne Avenue must be within the GC-TC land use designation.

On-site Parking Requirement: One space for each 500 square feet of enclosed gross floor area. Vehicles that are on display or for sale may not be parked or stored in parking spaces that are designated as off street parking necessary to meet the minimum requirements. The parking and storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

Motor Vehicle Sales (Used)

Description: A facility or area, other than an auto sales showroom, used primarily for the display and sale or leasing of used automobiles, motorcycles and motor scooters , but excluding mopeds. This use includes service bays and auto body shops which are incidental and accessory to the sales use.

Conditional Use Regulations:

1. The installation and use of an outside public address or bell system is prohibited.
2. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.
3. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.
4. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
5. Accessory automobile rental is permitted.

Minimum Special Use Permit Requirements:

1. The minimum site area designated for this use shall be 25,000 square feet.
2. The installation and use of an outside public address or bell system is prohibited.
3. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.
4. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.
5. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
6. Accessory automobile rental is permitted.

On-site Parking Requirement: One space for each 500 square feet of enclosed gross floor area designated for this use. Vehicles that are on display or for sale may not be parked or stored in parking spaces that are designated as off street parking necessary to meet the minimum requirements. The parking and storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

Motorcycle/Motor Scooter Sales

Description: A facility or area for the display and sale of motorcycles and motor scooters, whether new or used, but excluding mopeds. This use includes service bays which are incidental and accessory to the sales use. The term "motorcycle/motor scooter sales" is used for the sole purpose of allowing the use by means of Special Use Permit in the C-1 District. For all other purposes, the use described here shall be treated under the appropriate category of motor vehicle sales.

Minimum Special Use Permit Requirements:

1. All display and sales shall take place in an enclosed building.
2. The minimum gross floor area of the building (or tenant space) that is dedicated to this use shall be 7000 square feet.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Mounted Antenna of 15 Feet or Less (Ultimate Height)

Description: An antenna that is attached to a structure as permitted under this Title and that has an ultimate height of 15 feet or less.

Conditional Use Regulations:

1. Mounted antennas shall not be placed on top of principal or ancillary residential structures.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Mounted Antenna over 15 Feet (Ultimate Height)

Description: An antenna that is attached to a structure as permitted under this Title and that has an ultimate height that exceeds 15 feet.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Multi-Family Residential

Description: A structure used or designed as a residence for 3 or more families or households living independently of each other.

On-site Parking Requirement: Calculated by the capacity of each unit as described below, plus one additional guest space for every 6 units spread throughout the development:

1. Studio and One Bedroom Units – 1.25 spaces per unit.
2. Two Bedroom Units – 1.75 spaces per unit.
3. Three Bedroom and Above Units – Two spaces per unit.

Museum, Art Display, or Art Sales (Private)

Description: A privately-operated facility or area for the acquisition, preservation, study, exhibition or sales of works of artistic, historic or scientific value.

On-site Parking Requirement: One space per 300 square feet of gross floor area.

Night Club

Description: An establishment, other than a teen dance center, that is operated as a place of entertainment, characterized by any or all of the following as principal activities:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.
2. Dancing.

On-site Parking Requirement: One space for every 3 persons at maximum capacity.

Office, Medical or Dental

Description: A professional office for the administration of professional medical or dental care, including examinations, screenings and minor outpatient surgical procedures. This use does not include a facility that provides housing for individuals, a clinic, or any other facility that is specifically defined in this Title.

On-site Parking Requirement: One space for each 200 square feet of gross floor area up to 2,000 square feet, plus one space for each additional 175 square feet.

Office, Other than Listed

Description: A building or rooms used for conducting the affairs of a business, profession, service, industry or government other than those which are specifically listed in this Title.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Off-Premise Sign

Description: Any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is not available at, nor is located on, the lot where the sign is erected or placed.

Minimum Special Use Permit Requirements:

1. See LVMC 19.12.110.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Open Air Vending/ Transient Sales Lot

Description: An area that is used exclusively for the sale or taking of orders for any merchandise where:

1. Such merchandise is displayed or sold in the open area;
2. The activity is not part of the operation of an established business; and
3. No permanent physical structures or facilities are used as integral parts of the sales or order taking operations.

This use includes the display or sale of merchandise in or in connection with a truck, trailer or movable building of any type.

Conditional Use Regulations:

1. No signage, including temporary signage, is allowed, except that, in the case of sales activity from a vehicle or cart, the vehicle or cart may include signage which is affixed thereto..
2. The site must be kept free of any litter or debris at all times.
3. No structures shall be allowed within the public right-of-way.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Outcall Entertainment Referral Service

Description: A business which, for a fee, sends or refers an entertainer to an entertainment location (as defined in LVMC 6.57.030) in response to a telephone or other request to entertain a patron at the entertainment location.

Minimum Special Use Permit Requirements:

1. The business must be located at least 500 feet from any residentially-zoned property and 1500 feet from any church, school, child care facility or park, measured in each case from property line to property line without regard to intervening obstacles.
2. No outcall entertainers shall be physically dispatched from the property.
3. No business may be transacted with patrons on the property.
4. Except as may otherwise be required by ordinance or by the Director, there shall be no on-site signage or other advertising of any kind, whether on the property or elsewhere, which advertises the address or physical location of the business.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Outdoor Storage, Accessory

Description: The use of a significant portion of a lot or area for the long term retention (more than 24 hours) of materials and machinery or equipment, regardless of whether the materials, machinery or equipment are to be bought, sold, repaired, stored, incinerated, or discarded. This use does not include new or used motor vehicle sales and rental display, nor does it include accessory and incidental parking of vehicles for residents, guests, customers or employees in connection with a principal use.

Conditional Use Regulations:

1. Storage shall not be permitted within required setbacks or buffer yards.
2. Except as otherwise provided in this Title or as specifically allowed in connection with the approval of a Special Use Permit:
   a. Outside storage areas that are not screened by an intervening building shall be screened from view from any public street by a screening devise at least 8 feet in height.
   b. Outside storage areas shall be screened from view of any adjoining property by a screening device at least 8 feet in height, except along adjacent property lines of property zoned C-M or M.
3. Except as otherwise provided in this Title, in the C-2 and C-M Zoning Districts, storage shall be limited to no more than 5 percent of the lot area containing the principal use.
4. In the C-2 Zoning District, incidental items that are normally associated with operations allowed as a matter of right are not required to be screened from view.
5. In the C-1 Zoning District, the only items allowable as accessory outdoor storage are live nursery products, which must be screened from view of adjacent properties and right-of-way by means of screening that is architecturally consistent with the principal building in terms of materials, colors and details.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Package Liquor Off-Sale Establishment

Description: An establishment, other than a retail establishment with package liquor off-sale, whose license to sell alcoholic beverages authorizes their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold. This use includes an establishment that provides on-premises wine, cordial and liqueur tasting if the licensee also holds a wine, cordial and liqueur tasting license for that location.

Minimum Special Use Permit Requirements:

* 1. Except as otherwise provided, no package liquor off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.
* 2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
    a. Any leasehold parcel; or
    b. Any parcel which lacks access to a public street or has no area for on site parking and which has been created so as to avoid the distance limitation described in Requirement
* 3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
    a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
    b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.
4. The minimum distance requirements in Requirement 1 do not apply to:
    a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
    b. A proposed establishment having more than 50,000 square feet of retail floor space.
* 5. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.
2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

Parking Lot/Sidewalk Sale

Description: A promotional sales event that is conducted by a business operation outside the confines of the commercial or manufacturing structure in which the business operation is normally conducted.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Parking, Commercial

Description: A facility for parking that is operated as a business enterprise by charging the public a fee and is not reserved or required to accommodate occupants, clients, customers or employees of a particular establishment or premises.

Conditional Use Regulations:

1. The parking facility must be ground-level.
2. The parking facility shall conform with any applicable provisions of this Title.
3. A 6 foot-high masonry wall shall be installed and maintained along all property lines that adjoin any residential zone.
4. The use of the parking facility shall cease between 9:00 p.m. and 6:00 a.m., including the use of any exterior lighting (except for security lighting).

On-site Parking Requirement: One space, designated as employee-only parking, for each employee on the largest shift.

Pawn Shop

Description: A facility (other than a bank, savings and loan or mortgage banking company) used for the business of lending money on the security of pledged goods or for the business of the purchase of tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time.

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.
2. No outdoor display, sales or storage of any merchandise shall be permitted.
3. No pawn shop shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.
4. No pawn shop use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no pawn shop use may be located closer than 1000 feet from any other pawn shop use or specified financial institution use. For purposes of this Regulation 4, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

Minimum Special Use Permit Requirements:

* 1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.
* 2. No outdoor display, sales or storage of any merchandise shall be permitted.
* 3. No pawn shop shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.
4. No pawn shop use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no pawn shop use may be located closer than 1000 feet from any other pawn shop use or specified financial institution use. For purposes of this Regulation 4, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Pawn, Auto

Description: A pawn shop that lends money on the security of a motor vehicle, which the pawn shop takes possession of as the pledged property.

Conditional Use Regulations:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.
2. Except for the parking of automobiles, no outdoor display, sales or storage of any merchandise shall be permitted.
3. Vehicles that have been pawned may not be parked or stored in parking spaces that are designated as off street parking necessary to meet the minimum requirements of this Subchapter. Any parking or storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.
4. No auto pawn use shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.
5. Window signs shall not:
   a. Cover more than 20 percent of the area of all exterior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.
6. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.
7. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).
8. No auto pawn use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto pawn use may be located closer than 1000 feet from any other auto pawn use, auto title loan use or specified financial institution use. For purposes of this Regulation 8, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

Minimum Special Use Permit Requirements:

1. The use shall comply with the applicable requirements of LVMC Chapter 6.60.
2. Except for the parking of automobiles, no outdoor display, sales or storage of any merchandise shall be permitted.
3. Vehicles that have been pawned may not be parked or stored in parking spaces that are designated as off street parking necessary to meet the minimum requirements of this Subchapter. Any parking or storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.
4. No auto pawn use shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.
5. Window signs shall not:
   a. Cover more than 20 percent of the area of all exterior windows;
   b. Include flashing lights or neon lighting; or
   c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.
6. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.
7. The building or portion thereof that is dedicated to the use shall have a minimum size of 1500 square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting areas, customer queuing, and transaction space (such as "teller" windows or desks).
8. No auto pawn use may be located closer than 200 feet from any parcel used or zoned for residential use. In addition, no auto pawn use may be located closer than 1000 feet from any other auto pawn use, auto title loan use or specified financial institution use. For purposes of this Regulation 8, distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Pet Boarding

Description: A lot, building, premises or structure on which four or more household pets are kept regularly and for extended periods of time for the benefit of persons who do not reside on the premises. This use includes facilities that provide shelter, care, feeding, exercising, grooming or incidental medical care for household pets for remuneration or otherwise on a commercial basis, as well as a kennel operation.

Conditional Use Regulations:

1. All animals shall be confined within an enclosed area or on a leash at all times.
2. Structures shall be designed to provide reasonable sound barriers and odor protection for adjoining properties.
3. Pens shall be screened from view from adjacent streets and adjoining properties.
4. Any exterior pens that are adjacent to a residential parcel shall be located a minimum of 50 feet from the parcel.
5. All operations and activities shall be in accordance with LVMC Title 7.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Pet Shop

Description: A retail establishment engaged in the sale of pets, small animals, pet supplies, or pet grooming services.

Conditional Use Regulations:

1. All animals shall be confined within an enclosed building at all times.
2. The building shall be designed to provide complete sound bafflers and odor protection for the adjacent property.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.
2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

Post Office, Local Service

Description: A branch office of the United States Postal Service that handles the mail for no more than 5 zip codes.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Post Office, Regional

Description: A branch office of the United States Postal Service that handles the mail for more than 5 zip codes.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Printing & Publishing

Description: An establishment that provides printing, publishing, duplicating, or collating services using photocopy, blueprint, off-set printing, or related equipment.

On-site Parking Requirement: One space for each 500 square feet of gross floor area.

Private Club, Lodge or Fraternal Organization

Description:

1. Private Club – A facility of a private organization for the preparation and service of food and/or drink for members and their guests.
2. Lodge or Fraternal Organization – A facility for a special purpose organization for the sharing of sports, arts, literature, politics or other similar interests, but not primarily for profit or to render a service that is customarily carried on as a business.

On-site Parking Requirement: One space for each 50 square feet of assembly area.

Private Sports Arena, Stadium or Track

Description: A facility that:

1. Is used for playing and watching sports, concerts, plays, etc.; and
2. Is not owned or operated by a public or quasi-public organization.

On-site Parking Requirement: One space for every 4 fixed seats or 5 feet of bench length.

Private Street

Description: A street designated for use by specified property owners, maintained by or on behalf of those property owners, and not dedicated to nor intended for access by the general public.

Conditional Use Regulations:

1. Eligibility as Conditional Use. Private streets are permitted pursuant to the following provisions only if:
   a. The streets are public streets within an existing subdivision that are proposed to be converted to private streets; and

b. All the lots within the subdivision conform to the minimum lot size requirements of Title 19.

2. Design and Construction Standards. Unless otherwise approved by the City Council or otherwise provided by means of a specific regulation governing private streets, every private street shall conform to the same standards that govern the design and construction of public streets.

3. Access Restrictions. The entrances to all private streets must be marked with a sign stating that it is a private street. Guard houses, access control gates and cross arms may be constructed. All restricted access entrances shall be manned 24 hours every day or provide an alternative means of ensuring access to the subdivision by the City and other emergency and utility service providers with appropriate identification. If the association fails to maintain reliable access as required to provide City services, the City may enter the subdivision and remove any gate or device which is a barrier to access at the sole expense of the association. The association documents shall contain provisions in conformity with this paragraph which may not be amended without the written consent of the City.

4. Access Restricted Entrance Design Standards. Any private street which has access control gates or cross arms must be of a break-away design. A turn-around space must be located in front of any restricted access entrance to allow vehicles denied access to safely exit onto public streets. Any guardhouse, or other entry feature designed as a drive-through, must have a minimum clearance of fourteen feet in height above the road surface.

5. Streets Excluded. Streets shown on the Master Plan of Streets and Highways shall not be used, maintained, or constructed as private streets. Also, the Department may deny the creation of any other private street if it is determined that the private street would have any of the following effects:

   a. Negatively affect traffic circulation on public streets;

   b. Impair access to property either on-site or off-site to the subdivision;

   c. Impair access to or from public facilities including schools, parks and libraries; or

   d. Delay the response time of emergency vehicles.

6. Property Owners' Associations Required. Subdivisions developed with private streets must have a mandatory property owners' association which includes the participation of all properties served by private streets. Except as otherwise provided in Regulation 7, the association shall own and be responsible for the maintenance of private streets and appurtenances. The association documents must establish a reserve fund for the maintenance of streets and other improvements. Such documents are subject to review and approval by the City to ensure that adequate provision for maintenance has been made.

7. Private Street Requirements. Private streets must be located on property that is separately owned by a property owners' association or is subject to perpetual access easements running in favor of the owners of lots within the subdivision. Private streets must include provision for appropriate easements to be granted to the City and to other utility providers allowing necessary use and access for utilities and the maintenance thereof. The easements must also provide the City and protective service providers with the same right of access they would have if the streets were public streets.

8. Waiver of Services. The subdivision final map, property deeds and property owners' association documents shall note that certain City services shall not be provided on private streets. Among the services which will not be provided are: routine police patrols, enforcement of traffic and parking ordinances, preparation of accident reports and other services which may not be reasonably or properly available within a particular development. All private regulatory signs shall conform to State of Nevada regulations.

9. Special Use Permit. In cases where a Special Use Permit is required to allow private streets that do not conform to the provisions of Paragraphs (1) through (5) above, the provisions of Paragraphs (1) through (8) above are minimum standards that shall presumptively apply to a Special Use Permit for this use. The prohibitions and requirements in Paragraphs (5) through (8) are not waivable in connection with a Special Use Permit approval.

On-site Parking Requirement: None

Psychology Practice

Description: A professional office in which a licensed professional, including a psychiatrist, psychologist, social worker, marriage and family therapist, or occupational therapist, provides evaluation, testing, treatment or counseling services related to mental conditions or disorders. This use includes a hypnotherapy practice, but does not include a "facility to provide testing, treatment, or counseling for drug or alcohol abuse," or a "sex offender counseling facility," as those terms are defined in this Title.

On-site Parking Requirement: One space for each 200 square feet of gross floor area up to 2,000 square feet, plus one space for each additional 175 square feet.

Public or Private School, Primary

Description: An institution that provides kindergarten through 8th grade education and is supported by a public, religious or private organization.

Minimum Special Use Permit Requirements:

1. Adequate pick-up and drop-off areas must be provided on-site.

On-site Parking Requirement: Three spaces per classroom.

Public or Private School, Secondary

Description: An institution that provides 9th through 12th grade education and is supported by a public, religious or private organization.

Minimum Special Use Permit Requirements:

1. Schools shall be located on a collector street or larger.

On-site Parking Requirement: Nine spaces per classroom.

Public Park or Playground

Description: A park, playground, swimming pool, reservoir, golf course, or athletic field owned, operated and maintained by a local or State-level government entity.

On-site Parking Requirement: Two spaces per gross acre, plus additional parking for each major sports or recreational facility as determined by reference to the applicable requirements of this table for similar facilities (e.g., commercial recreation/amusement facility, community recreational facility, golf course, golf driving range, game courts, etc.). For facilities not specifically listed, the parking requirement shall be determined by applying the nearest comparable standard, as determined by the Director.

Radio Broadcasting

Description: A building or portion of a building used as a place for radio broadcasting. This use does not include any antenna or antenna structure.

On-site Parking Requirement: One space per 750 square feet of gross floor area.

Radio, TV or Microwave Communication Tower

Description: A freestanding structure which supports antennae that transmit or receive any portion of the electromagnetic spectrum.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Rail/Transit Yard or Shop

Description: A facility or area for the maintenance, repair, or storage of bus, rail or other transit vehicles.

On-site Parking Requirement: One space for each employee on the largest shift.

Recording Studio

Description: A building or portion of a building used as a place to record music and videos. This use does not include broadcasting facilities.

On-site Parking Requirement: One space per 750 square feet of gross floor area.

Recreational Vehicle and Boat Storage

Description: An area or facility used for the storage of recreational vehicles, boats, or any combination thereof. For purposes of this description, a "recreational vehicle" is a vehicle towed, or self-propelled on its own chassis, or attached to the chassis of another vehicle and designed or used for recreational or sporting purposes. This use includes, but is not limited to, travel trailers, pick-up campers, camping trailers, motor coach homes and converted trucks or buses.

Conditional Use Regulations:

1. Storage of recreational vehicles and boats is not permitted within required setbacks or buffer areas.
2. Storage areas that are not screened by an intervening building shall be screened completely from view from any public street by a screening device at least 8 feet in height. In addition, storage areas shall be screened completely from view from any adjoining property by a screening device at least 8 feet in height, except along the property line of any adjoining property that is zoned C-M or M.
3. The commercial repair of recreational vehicles, boats, trailers and other like vehicles is prohibited.

Minimum Special Use Permit Requirements:

1. Storage of recreational vehicles and boats is not permitted within required setbacks or buffer areas. Within the N-S District, no such storage is permitted within 50 feet of property zoned for residential use.
2. Storage areas that are not screened by an intervening building shall be screened completely from view from any public street by a screening device at least 8 feet in height. In addition, storage areas shall be screened completely from view from any adjoining property by a screening device at least 8 feet in height, except along the property line of any adjoining property that is zoned C-M or M.
3. The commercial repair of recreational vehicles, boats, trailers and other like vehicles is prohibited.

On-site Parking Requirement: One space for each 50 storage spaces, spread throughout the development., plus a minimum of five spaces for customer use on the exterior side of the security fence.

Recycling Collection Center

Description: A facility used for the collection and temporary storage of empty beverage containers, aluminum, glass, paper or clothing for recycling purposes conducted totally within an enclosed structure or container. This use does not include processing except for "can banks" that crush cans as they are deposited.

Conditional Use Regulations:

1. A collection center that is located in a parking area may not occupy required off-street parking spaces.
2. A collection center shall be sited so as to not impede traffic flow.
3. The owner of the property and the owner and operator of the collection center shall:
   a. Remove products stored at the collection center at least once a week;
   b. Keep the collection center in proper repair and maintain a neat and clean appearance on the exterior of the center; and
   c. Keep the building site clean and neat in appearance, and shall dispose of collected items and litter from the site.

On-site Parking Requirement: One space for each 500 square feet of enclosed gross floor/yard area.

Rental Store (with Outside Storage)

Description: A facility for the rental of general merchandise to the general public, not specifically listed as a different use elsewhere in this Title, that includes outside storage of rental items. Typical general merchandise includes clothing and other apparel, electronics, videos, tools and garden equipment, furniture and other household appliances, special occasion or seasonal items, and similar consumer goods.

On-site Parking Requirement: One space for each 250 square feet of enclosed gross floor area, plus one space for each 1000 square feet of gross outside storage yard area.

Rental Store (without Outside Storage)

Description: A facility for the rental of general merchandise to the general public, not specifically listed as a different use elsewhere in this Title, that does not include outside storage of rental items. Typical general merchandise includes clothing and other apparel, electronics, videos, tools and garden equipment, furniture and other household appliances, special occasion or seasonal items, and similar consumer goods.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Rescue Mission or Shelter for the Homeless

Description: A building that is used or intended to be used to provide to homeless individuals temporary accommodations, shelter, meals or any combination thereof. For purposes of the preceding sentence, a "homeless individual" includes an individual who lacks a fixed, regular and adequate nighttime residence.

On-site Parking Requirement: One space per four beds, or one space per 750 square feet of gross floor area, if no beds are provided.

Restaurant with Service Bar

Description: A bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant and for consumption only in connection with a meal served on the premises, and where customers are not permitted to purchase alcoholic beverage drinks directly from the bar or for off-premise consumption.

Minimum Special Use Permit Requirements:

1. No restaurant service bar shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children or City park.
2. Except as otherwise provided in Requirement 3 below, the minimum distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed restaurant service bar which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed restaurant service bar. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
   a. Any leasehold parcel; or
   b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
3. In the case of a restaurant service bar proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
   a. From the nearest property line of the existing use to the nearest portion of the structure in which the restaurant service bar will be located, without regard to intervening obstacles; or
   b. In the case of a proposed restaurant service bar which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or

occupancy parcel in which the restaurant service bar will be located, without regard to intervening obstacles.

4. When considering a Special Use Permit application for a restaurant service bar which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.
5. The minimum distance requirement in Requirement 1 does not apply to an establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

* 6. In the O District, a restaurant service bar is permitted only as an accessory use.

7. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government. (C-V only)

* 8. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

On-site Parking Requirement: One space for each 50 square feet of public seating and waiting area (including outdoor areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area, with a minimum of ten spaces required.

Restaurant, 2000 sq. ft. or more (with Drive-Through)

Description: An establishment providing for the preparation and retail sale of food and beverages, including cafes, coffee shops, sandwich shops, ice cream parlors, fast food take-out (i.e. pizza) and similar uses, with the added provision of one or more drive-through lanes for ordering and dispensing food and beverages to patrons remaining in their vehicles.

Conditional Use Regulations:

1. Each drive-through service window shall have a stacking lane that will accommodate at least 6 cars per lane.

On-site Parking Requirement: One space for each 100 square feet of gross floor area, including outdoor areas for seating and waiting.

Restaurant, 2000 sq. ft. or more (without Drive-Through)

Description: An establishment providing for the preparation and retail sale of food and beverages, including cafes, coffee shops, sandwich shops, ice cream parlors, fast food take-out (i.e. pizza) and similar uses.

On-site Parking Requirement: One space for each 50 square feet of public seating and waiting area (including outdoor areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area, with a minimum of ten spaces required.

Restaurant, Less than 2000 sq. ft. (with Drive Through)

Description: An establishment providing for the preparation and retail sale of food and beverages, including cafes, coffee shops, sandwich shops, ice cream parlors, fast food take-out (i.e. pizza) and similar uses, with the added provision of one or more drive-through lanes for ordering and dispensing food and beverages to patrons remaining in their vehicles.

Conditional Use Regulations:

1. Each drive-through service window shall have a stacking lane that will accommodate at least 6 cars per lane.

On-site Parking Requirement: One space for each 100 square feet of gross floor area, including outdoor areas for seating and waiting.

Restaurant, Less than 2000 sq. ft. (without Drive Through)

Description: An establishment providing for the preparation and retail sale of food and beverages, including cafes, coffee shops, sandwich shops, ice cream parlors, fast food take-out (i.e. pizza) and similar uses.

On-site Parking Requirement: One space for each 50 square feet of public seating and waiting area (including outdoor areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area, with a minimum of ten spaces required.

Retail Establishment with Accessory Package Liquor Off-Sale

Description: A retail establishment:

1. Whose license to sell alcoholic beverages authorizes their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold; and

2. In which the sale of alcoholic beverages is ancillary to the retail use, and in which no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages.

This use includes an establishment that provides on-premises wine, cordial and liqueur tasting if the licensee also holds a wine, cordial and liqueur tasting license for that location.

Minimum Special Use Permit Requirements:

* 1. Except as otherwise provided, no retail establishment with accessory package liquor off-sale (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.

* 2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
    a. Any leasehold parcel; or
    b. Any parcel which lacks access to a public street or has no area for on site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
* 3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
    a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
    b. In the case of a proposed establishment which will be located within a shopping center or other multiple tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.
  4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.
  5. The minimum distance requirements in Requirement 1 do not apply to:
    a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
    b. A proposed establishment having more than 50,000 square feet of retail floor space.
* 6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.
  7. The minimum distance requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of LVMC 19.12.050(C), may be waived:
    a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;
    b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T C (Town Center) Zoning District and which is designated MS TC (Main Street Mixed Use) in the Town Center Land Use Plan;
    c. In connection with a proposed establishment having between 20,000 square feet and 50,000 square feet of retail floor space; or
    d. In connection with a retail establishment having less than 20,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Salvage or Reclamation of Products (Indoor)

Description: An indoor facility for storing, keeping, selling, dismantling, or salvaging scrap or discarded material or equipment which is not considered as another use under this Title. Scrap or discarded material includes, but is not limited to, metal, paper, rags, tires, bottles or inoperable or wrecked motor vehicles, motor vehicle parts, machinery, structural steel, equipment and appliances. This use includes facilities for recycling recoverable resources, such as newspapers, magazines, books, and other paper products, glass, metal cans and other products, which can be returned to a condition in which they may again be used for production.

On-site Parking Requirement: One space for each 1000 square feet of gross floor area.

Salvage or Reclamation of Products (Outdoor)

Description: An outdoor area or facility for storing, keeping, selling, dismantling, or salvaging scrap or discarded material or equipment which is not considered as another use under this Title. Scrap or discarded material includes, but is not limited to, metal, paper, rags, tires, bottles or inoperable or wrecked motor vehicles, motor vehicle parts, machinery, structural steel, equipment and appliances. This use includes facilities for recycling recoverable resources, such as newspapers, magazines, books, and other paper products, glass, metal cans and other products, which can be returned to a condition in which they may again be used for production.

Conditional Use Regulations:

1. The minimum site area dedicated to this use shall be 25,000 square feet.

2. All areas used for the parking and storage of operable vehicles shall be paved.
3. All stored, damaged, or wrecked vehicles, parts and equipment shall be effectively screened so as not to be visible from adjoining properties or public rights-of-way.
4. In addition to the requirements in LVMC 19.08.040((F), mature evergreen trees shall be installed along the perimeter property lines to screen any vehicle parts storage area from surrounding properties.
5. Perimeter walls, a minimum of 8 feet in height, shall be installed along all property lines.
6. Repair activities and vehicle loading and unloading shall be prohibited on adjoining streets and alleys.
7. Service bays with access from the exterior of the structure shall not face the public rights of way.
8. All on-site lighting shall be stationary and directed away from adjoining properties. All lighting shall be shielded, hooded or otherwise designed so that direct glare and reflections are contained within the boundaries of the parcel. No light shall extend into any residential zoning district.
9. All repair activities and operations shall be conducted entirely within an enclosed structure. Outdoor hoists shall be prohibited.
10. Repair facilities shall close all windows and doors when performing body and fender work, hammering, sanding or other noise-generating activities.
11. All hazardous materials resulting from the repair, storage, or dismantling operation shall be properly stored and removed from the premises in a timely manner. Storage, use and removal of toxic substances, solid waste pollution and flammable liquids, particularly gasoline, paints, solvents and thinners, shall conform to all applicable Federal, State, and local regulations.

On-site Parking Requirement: One space for each 1000 square feet of gross floor area dedicated to this use, plus one space for every 10,000 square feet of gross yard area.

Satellite Dish

Description: A device which:

1. Incorporates a reflective surface that is solid, open mesh, or bar-configured;
2. Has the shape of a shallow dish, cone, horn or cornucopia; and
3. Is used to receive electromagnetic signals.

Conditional Use Regulations:

1. Satellite dishes are permitted as an accessory use, subject to the following:
   a. In single-family residential districts, satellite dishes are permitted in the rear yard only, except that dishes 18 inches in diameter or smaller are also permitted in the side yards. In districts other than single-family residential, satellite dishes are allowed in yard areas or on rooftops.
   b. Satellite dishes shall be fully screened from view of streets and public open areas. When located on ground level, they shall be screened to the full height of the structure with landscaping. When located on a rooftop, they shall be located and screened so as to minimize visual impact from other properties in the area.
   c. Satellite dishes shall not exceed 10 feet in diameter, nor 12 feet in height when the dish is vertically positioned.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Seasonal Outdoor Sales

Description: The temporary outdoor sale and display of the following (and only the following) holiday goods in connection with the corresponding holidays:

1. Christmas trees;
2. Halloween pumpkins;
3. Valentine's Day flowers; and
4. Mother's Day flowers.

This use does not include fireworks sales, which are governed by LVMC Chapter 9.28 and are subject to the requirements of the Department of Fire and Rescue.

No Temporary Commercial Permit required if the sales operation:

1. Takes place on the same site as, and is in conjunction with, the operation of an established commercial business with a valid business license for that site; and
2. Conforms with all applicable City ordinances and standards.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Secondhand Dealer

Description: 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. For purposes of this description, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery or guns. This use includes the sale of jewelry (Class III

type) and scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, the sale of used cars or the sale of other items which the City Council determines do not fit within the intent of this term. This use does not include the buying and selling of foreign or domestic coins for numismatic purposes or used books, which shall be allowed where retail sales of new merchandise is permitted. This use also does not include a thriftshop or nonprofit thriftshop.

Conditional Use Regulations:

1. No outdoor display, sales or storage of any merchandise shall be permitted.
2. The use shall comply with the applicable requirements of LVMC Title 6.
3. No secondhand dealer shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.

Minimum Special Use Permit Requirements:

* 1. No outdoor display, sales or storage of any merchandise shall be permitted.

* 2. The use shall comply with the applicable requirements of LVMC Title 6.

* 3. No secondhand dealer shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Senior Citizen Apartments

Description: An apartment house or other multi-family dwelling in which each unit is occupied by at least one person 55 years of age or older, or in which the units are intended and operated for occupancy by persons 55 years of age or older. This use includes an apartment house or other multi-family dwelling that qualifies as "housing for older persons" under the provisions of Federal law, including without limitation housing developments that:

1. Provide significant facilities and services specifically designed to meet the physical or social needs of older persons; and
2. Publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons 55 years of age or older to the extent allowed by applicable State or Federal law.

Conditional Use Regulations:

1. For any development that is over three stories in height:
   a. The structures shall be compatible with the scale and massing of the types of development allowed in the applicable zoning district and shall provide a transition to less intensive development.
   b. Rooflines and facade elements shall be articulated in order to break down the apparent massing of the structures.

Minimum Special Use Permit Requirements:

1. For any development that is over three stories in height:
   a. The structures shall be compatible with the scale and massing of the types of development allowed in the applicable zoning district and shall provide a transition to less intensive development.
   b. Rooflines and façade elements shall be articulated in order to break down the apparent massing of the structures.
2. The use shall be developed and operated only in connection with ground-level nonresidential development. In the case of a multi-floor structure, the apartments themselves must be located above the ground floor, but access ways, entryways and community rooms may be located on the ground floor. (C-1 only)
3. The primary resident or guest entryway to the apartments must be independent of ground floor commercial uses, and must be directly accessible from and oriented to a street. (C-1 only)
4. The overall architecture of the front elevation shall highlight the difference in uses through variations in volume and proportion, and shall be treated as a cohesive whole through finishes and colors. (C-1 only)
5. For any development that, in accordance with LVMC 19.08.050, is allowed to exceed the maximum lot coverage provisions set forth in that Section, all landscape buffer requirements, and all minimum setback requirements for the C-1 District, shall be met. (C-1 only)

On-site Parking Requirement: .75 spaces per unit (.5 spaces per unit within the Downtown Centennial Plan Overlay District).

Service Station (with Incidental Automotive Repair)

Description: A building or premises used for the dispensing and sale of fuels or oils and accessories for the motor vehicle trade. The use may include incidental minor automotive repair and an automatic car wash facility.

Conditional Use Regulations:

1. All activities and operations shall be conducted entirely within an enclosed structure, except as follows:
   a. The dispensing of petroleum products, water and air from pump islands.
   b. The provision of emergency service of a minor nature.
   c. The sale of items via vending machines which shall be located next to the main structure.
2. Pump islands shall be located a minimum of 20 feet from a street right-of-way line. A canopy or roof structure over a

pump island may be located no closer than 10 feet from the street right-of-way line.

3. No vehicle shall be parked on the premises for the purposes of offering the vehicle for sale.
4. No used or discarded automotive parts or equipment or disabled, junked, or wrecked vehicles shall be located in any open area outside the main structure.
5. Noise from bells or loudspeakers shall not be audible beyond the property line at any time.
6. The installation of LPG tanks shall be permitted only as set forth in this Subchapter.
7. If the use includes a carwash facility, there must be a stacking lane that will accommodate at least 6 cars.

Minimum Special Use Permit Requirements:

1. All activities and operations shall be conducted entirely within an enclosed structure, except as follows:
   a. The dispensing of petroleum products, water and air from pump islands.
   b. The provision of emergency service of a minor nature.
   c. The sale of items via vending machines which shall be located next to the main structure.
2. Pump islands shall be located a minimum of 20 feet from a street right-of-way line. A canopy or roof structure over a pump island may be located no closer than 10 feet from the street right-of-way line.
3. No vehicle shall be parked on the premises for the purposes of offering the vehicle for sale.
4. No used or discarded automotive parts or equipment or disabled, junked, or wrecked vehicles shall be located in any open area outside the main structure.
5. Noise from bells or loudspeakers shall not be audible beyond the property line at any time.
6. The installation of LPG tanks shall be permitted only as set forth in this Subchapter.
7. If the use includes a carwash facility, there must be a stacking lane that will accommodate at least 6 cars.

On-site Parking Requirement: One space for each 250 square feet of retail/commercial gross floor area.

Service Station (without Automotive Repair)

Description: A building or premises used for the dispensing and sale of fuels or oils and accessories for the motor vehicle trade. The use may include, as an incidental use, an automatic car wash facility, but may not include any automotive repair.

Conditional Use Regulations:

1. All activities and operations shall be conducted entirely within an enclosed structure, except as follows:
   a. The dispensing of petroleum products, water and air from pump islands.
   b. The provision of emergency service of a minor nature.
   c. The sale of items via vending machines which shall be located next to the main structure.
2. Pump islands shall be located a minimum of 20 feet from a street right-of-way line. A canopy or roof structure over a pump island may be located no closer than 10 feet from the street right-of-way line.
3. No vehicle shall be parked on the premises for the purposes of offering the vehicle for sale.
4. No used or discarded automotive parts or equipment or disabled, junked, or wrecked vehicles shall be located in any open area outside the main structure.
5. Noise from bells or loudspeakers shall not be audible beyond the property line at any time.
6. The installation of LPG tanks shall be permitted only as set forth in this Subchapter.
7. If the use includes a carwash facility, there must be a stacking lane that will accommodate at least 6 cars.

On-site Parking Requirement: One space for each 250 square feet of retail/commercial gross floor area.

Sex Offender Counseling Facility

Description: A facility that regularly provides court-ordered or court-sanctioned treatment or counseling to sex offenders.

Conditional Use Regulations:

1. The applicant must submit, for administrative review and approval, the following:
   a. A site plan;
   b. A floor plan indicating the use of each room in the facility; and
   c. A business plan clearly indicating that the facility will provide services pursuant to or in conformance with judicial requirements.

On-site Parking Requirement: One space for each 200 square feet of gross floor area up to 2,000 square feet, plus one space for each additional 175 square feet.

Sexually Oriented Business

Description: Sexually Oriented Businesses include the following:

1. Adult emporium – An establishment which engages in the sale, rental or trade of books, films, videotapes, sexual novelties, discs, magazines and other periodicals and which:

   a. Will or does derive 35 percent or more of its gross revenue from the sale, rental or trade of sexual novelties or books, films, videotapes, discs, magazines and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specific sexual activities or specific anatomical areas;

   b. At any particular time devotes 35 percent or more of its inventory floor and wall space to the types of inventory described in Paragraph (a) above;

   c. At any particular time has, as 35 percent or more of its total inventory or any category thereof, the types of inventory described in Paragraph (a) above; or

   d. Holds itself out, by advertising or otherwise, primarily as an outlet for the types of inventory described in Paragraph (a) above.

2. Adult mini-motion picture theater – An enclosed building with a capacity of less than 50 persons used for presenting material distinguished or characterized by an emphasis on depicting or describing specified sexual activities or specified anatomical areas.

3. Adult motel – A motel wherein material is presented, as part of the motel services, via closed circuit television or otherwise, which is distinguished or characterized by an emphasis on depicting or describing specified sexual activities or specified anatomical areas.

4. Adult motion picture arcade – Any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion pictures, projectors or other image-producing devices are maintained to show images to 5 or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing specified sexual activities or specified anatomical areas.

5. Adult motion picture theater – An enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on depicting or describing specified sexual activities or specified anatomical areas.

6. Adult paper rack – Each self operated device or container, except those located in an adult emporium, which is primarily used for the distribution of magazines, papers or periodicals which are distinguished or characterized by an emphasis on depicting or describing specified sexual activities or specified anatomical areas or the advertisement of other sexually oriented businesses.

7. Massage parlor – Any place where, for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations, electric or magnetic treatments, or any other treatment or manipulation of the human body occurs as part of or in connection with specified sexual activities or where any person providing such treatment, manipulation or services related thereto exposes specified anatomical areas.

8. Model studio – Any place where, for any form of consideration or gratuity, figure models who display specified anatomical areas are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons paying such consideration or gratuity.

9. Nude show – Any establishment which provides and permits the viewing of live performances of specified sexual activities or the display of specified anatomical areas upon its premises as entertainment or any attraction for business. This use does not include the display of specified anatomical areas in the showroom of a resort hotel and casino with over three hundred rooms which is subject to the casino entertainment tax described in NRS 463.401 and which is located within the Downtown Casino Overlay District. For purposes of the preceding sentence, a showroom must contain a minimum of 300 seats. Any nude show which takes place at an establishment which is licensed or is required to be licensed to sell alcoholic beverages is subject to LVMC 6.50.430.

10. Sexual encounter center – Any building or structure which contains or is used for commercial entertainment where the patron directly or indirectly is charged a fee to engage in personal contact with or to allow personal contact by, employees, devices or equipment or by personnel provided by the establishment which appeals to the prurient interest of the patron, to include, but not limited to, bathhouses, massage parlors and related or similar activities.

Conditional Use Regulations:

1. No person shall cause or permit the establishment of any sexually oriented business in an area zoned other than C-M or M. In addition, no person shall cause or permit the establishment of any sexually oriented business within 1000 feet of any other sexually oriented business, church, public or private school, day care, teen dance center, park or playground. The distance shall be the shortest distance between two property lines, one being the property line of the proposed sexually oriented business which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed sexually oriented business. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of this paragraph, the term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

2. Except as otherwise provided in Regulations 4, 5 and 6, the "establishment" of a sexually oriented business includes the opening of such business as a new business, the relocation of such business, the enlargement of such business in either scope or area or the conversion of an existing business location to any sexually oriented business.
3. Any person establishing a sexually oriented business must first file with the Department of Finance and Business Services the name and address of the business and the type of sexually oriented business to be conducted.
4. Any business existing as of September 16, 1992, that is made nonconforming by the provisions of Ordinance 3674 shall be permitted to remain in operation. However, except as otherwise provided in Regulation 6:
   a. No such business may be increased, enlarged, extended or altered, except to change the use to a conforming use; and
   b. If any such business is terminated or is abandoned for a period of at least 30 days, any future use of the property shall conform to the provisions of Ordinance 3674.
5. Except as otherwise provided in this Regulation and Regulation 6, the provisions of Regulations 3 and 4 above and the provisions of LVMC Chapter 19.14 shall apply to sexually oriented businesses. However, 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 LVMC 19.14.030(A)(4) and 19.14.040, respectively.
6. The provisions of Regulation 4 and the provisions of Chapter 19.16 that prohibit the expansion, enlargement or alteration of an existing use shall not apply to an existing nude show located within the Downtown Centennial Plan area, as described in Ordinance No. 6051 and as amended from time to time, but only if and to the extent that the following conditions are met:
   a. Any expansion, enlargement or alteration, including all required on-site parking, must be contained entirely on the same legally-created parcel on which the use presently exists.
   b. The expansion, enlargement or alteration must be approved by means of a Major Site Development Review pursuant to LVMC 19.16.100(G).
   c. Except as otherwise provided in Paragraph (d), the discontinuation and abandonment provisions of LVMC 19.14.030(A) shall continue to apply.
   d. For a use that is discontinued for purposes of expansion, enlargement or alteration, the use shall not be considered abandoned. However, the building permit for such expansion, enlargement or alteration must be obtained within 6 months after operations cease and the permit must be exercised completely before the permit expires. Otherwise, the use shall be deemed abandoned, the nonconforming status lost, and the future use of the property must comply with current zoning requirements.
   e. For purposes of this Regulation 6, the expansion, enlargement or alteration of a use includes the rebuilding or replacement of the building or buildings associated with the use.
7. Nothing in this Title pertaining to sexually oriented businesses is intended to make legal any business or activity that is expressly declared illegal under any other provisions of the Municipal Code or under any State or Federal laws.
8. The Special Use Permit provisions of LVMC 19.12.040(B) do not apply to a sexually oriented business.

On-site Parking Requirement:

1. If less than 25,000 square feet, one space per 175 square feet of gross floor area.
2. If 25,000 square feet or more, one space per 250 square feet of gross floor area.

Shopping Center

Description: Any structure or group of structures that:

1. House any assemblage of various commercial tenants, including without limitation, retail uses, personal service uses, food service uses, and other ancillary uses;
2. Have a minimum combined gross floor area of 25,000 square feet;
3. Are located upon a single parcel of land or upon contiguous parcels of land; and
4. Have common vehicular access and parking facilities.

This use includes a regional mall.

On-site Parking Requirement: One space per 250 square feet of gross floor area.

Short-Term Residential Rental

Description: The commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleep purposes, wherein any individual guest rents or occupies the unit for a period of less than 31 consecutive calendar days.

Conditional Use Regulations:

1. The operator must obtain a permit from the Business Services Division to operate the use. The use must be operated by either the property owner or a property manager who holds a permit to engage in property management pursuant to NRS Chapter 645. For a use to be operated by the property owner, a separate permit must be obtained for each rental. For a use to be operated by a property manager, the permit shall be an annual permit, renewable annually at the discretion of the Division, subject to the provisions of Condition Use Regulation 6. In each case the operator shall pay such fee as the Division may establish for the permit. A copy of the permit, including all conditions established or imposed pursuant to Conditional Use Regulation 4, shall be posted in a conspicuous place within the rented premises.
2. The use must comply on an ongoing basis with all governmental licensing and regulatory requirements, including the payment of applicable room taxes and licensing fees. However, a permit issued under Conditional Use Regulation 1 shall be deemed to take the place of a license otherwise required by LVMC 6.46.020.
3. The use must comply with the City's noise regulations as they apply to residential uses.
4. In connection with the issuance of a permit under Conditional Use Regulation 1, the Business Services Division may establish additional conditions on the use, including without limitation a time limit on outdoor activities and a limit on the number of occupants and guests that are on the premises at any one time. In addition, at any time following issuance of the permit, the Division may impose additional conditions on, or otherwise amend, the permit. The permit may be revoked or suspended immediately for noncompliance with these regulations or with applicable permit conditions, at which time the use permitted as a conditional use shall immediately cease.
5. Vehicle parking associated with the use shall comply with applicable parking regulations, and vehicles of guests and invitees shall not obstruct traffic or access to other properties in the area.
6. The operator shall notify the Business Services Division of any change in the operator's telephone number and other contact information. Any change in operator shall require the issuance of a new permit.
7. The operator must be available at all times to respond to law enforcement authorities and to concerns from neighborhood residents, and to take remedial action in the event of noncompliance with law or with permit conditions.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

Single Family, Attached

Description: A dwelling unit attached to one or more other dwelling units where each dwelling unit is located on a separate lot. (Such a dwelling unit could include duplexes, townhouses, four-plexes, six-plexes, etc.)

On-site Parking Requirement: Two spaces per dwelling unit, plus one guest space for every 6 dwelling units.

Single Family, Detached

Description: A dwelling unit that is not attached to any other dwelling by any means, is located on a separate and individually owned lot, is surrounded by open space or yards, and is for the exclusive use of a single family maintaining a household. Except where specifically provided in this Title, no such unit may have more than 1 kitchen, and all rooms used for human habitation must have interior access to one another.

On-site Parking Requirement: Two spaces per dwelling unit.

Single Family, Zero Lot Line

Description: A single family dwelling unit that is located directly on 1 or more lot lines.

Conditional Use Regulations:

1. Roof overhangs and any architectural projections shall not be permitted to cross property lines.
2. No architectural openings of any kind shall be permitted on walls sited less than 3 feet from the property line.

On-site Parking Requirement: Two spaces per dwelling unit.

Single Room Occupancy Residence

Description: A residential facility in which furnished rooms are rented on a weekly or monthly basis and which provides common facilities and services for laundry, cleaning and meals.

On-site Parking Requirement: .75 spaces per dwelling unit.

Slaughtering and Processing of Live Poultry

Description: An operation in which live poultry is slaughtered and processed in preparation for human consumption.

Minimum Special Use Permit Requirements:

1. The slaughter and processing of live poultry shall be limited to chickens. The slaughter or processing of any other poultry or animals is prohibited.
2. The use may not be located closer than 1500 feet from any other facility used for the slaughter and processing of live poultry.
3. The slaughter and processing of poultry shall occur only as an accessory use to a retail commercial establishment.

4. The sale of poultry on the site shall be limited to retail sales of processed poultry.
5. There shall be no sale of live poultry from the site and no use of the site for the distribution of live or processed poultry for sale off site.
6. All live poultry shall be stored within an enclosed structure on the site where the processing will take place. The slaughter and processing of poultry shall take place in an enclosed structure that is operated in accordance with all Federal, State and local regulatory criteria, including without limitation all applicable regulations of the Clark County Health District. The processing facility must be available at any time for inspection by any and all regulatory agencies with jurisdiction.
7. The maximum number of live birds allowed to be kept or maintained on site at any one time is 50.
8. The delivery and unloading of live poultry shall be at a designated sealed loading dock and shall take place only between the hours of 8:00 a.m. and 8:00 p.m.
9. The exterior and interior of a processing facility shall be maintained in an attractive, safe and sanitary condition at all times, and all on site activity must be conducted so as not to create noise, dust, debris, odors or other similar nuisances to surrounding property owners.
10. Areas used for slaughtering and butchering shall not exceed 525 square feet and shall be located in an area not readily available to the public.
11. All waste and debris shall be removed from the processing facility on a daily basis in accordance with all Federal, State and local regulatory criteria, including without limitation applicable regulations of the Clark County Health District. Waste removal shall take place only between the hours of 8:00 a.m. and 8:00 p.m.
12. No slaughtering or butchering waste of any kind may be stored outside at any time. All such waste, including any contaminated paper or cardboard, shall be stored indoors in a temperature controlled, sealed room.
13. All glass viewing areas to be used by customers for bird selection shall be installed a minimum of 48 inches above floor level.
14. No live poultry shall remain on site overnight. Any live poultry not sold by 4:00 p.m. must be slaughtered, processed and packaged for sale with other poultry products.
15. The processing facility shall be landscaped and screened as required in connection with a Site Development Plan Review.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Small Wind Energy System

Description: A wind energy conversion system consisting of a wind turbine, a tower or supporting structure, and associated control or conversion electronics, which has a rated capacity of not more than 100kW and which is intended primarily to reduce on-site consumption of utility power. The use is not to be deemed an accessory structure.

Conditional Use Regulations:

1. The minimum parcel size shall be 20,000 square feet.
2. No small wind energy system is eligible for approval if all or part of the property is within a conservation easement or scenic highway corridor, or is listed on the State or National Registers of Historic Places, unless the applicant submits satisfactory evidence that the addition of a small wind energy system is not a violation of the rules that govern the development of the property.
3. A system may be directly mounted on or attached to the principal structure on the site, or may be mounted on a freestanding tower. Where possible, the system should be integrated with other structures, such as buildings, light poles or on-premise sign structures, so as to minimize visual impacts.
4. A system shall not extend to a height greater than the following, measured with reference to the highest point of the fixed structure to which the system is attached (but excluding the wind turbine):
   a. 50 feet, for parcels in the R-1 and R-2 Zoning Districts;
   b. 65 feet, for parcels in the R-E, and R-3 Zoning Districts, and
   c. 90 feet for parcels in the R-4, C-1, C-2, C-M and M Zoning Districts.
5. When a system is mounted on a freestanding tower:
   a. The tower and any guy-wires or other supports shall comply with all minimum setbacks for the property; and
   b. The tower shall be set back from any habitable structure on an adjacent property a distance at least as great as the height of the tower.
6. No more than one system shall be permitted on a parcel of land.
7. A system shall be constructed and maintained so that noise levels do not exceed 60dBA, as measured by a sound level meter at the closest neighboring inhabited dwelling. However, this level may be exceeded during short term events such as utility outages or sever windstorms.
8. The applicant must submit proof of turbine certification approved under the Emerging Technologies program of the California Energy Commission or any other small wind certification program recognized by the American Wind Energy Association.
9. A system must comply with applicable FAA regulations, including any necessary approvals for installations close to airports. Such approvals must be received prior to the submittal of a building permit application. For locations within the Airport Overlay District, the system must comply with all regulations and requirements applicable to that district.

10. A system must comply with all applicable fire codes and building codes.
11. A building permit application for a system must be accompanied by:
    a. Standard drawings of the wind turbine structure including base, tower and footings;
    b. An engineering analysis of the tower showing compliance with the International Building Code and certified by a licensed professional engineer; and
    c. A line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code.
12. Before the installation of a system, the applicant must provide satisfactory evidence that the electrical utility provider has been informed of the applicant's intent to install a system. An off-grid system shall be exempt from this requirement if the property is not served by an electrical utility provider.
13. No system shall be erected or moved onto any lot prior to construction of the main building unless a building permit has been issued for the construction of the main building.
14. Except with respect to Conditional Use Regulations 1, 3, 4, 5(b), 6 and 12 the Special Use Permit provision of Section 19.12.040(B) do not apply to this use. In the case of a Special use Permit application filed as a consequence of not qualifying for conditional use treatment regarding any of the Regulations listed in the preceding sentence, the remaining Regulations shall apply as Minimum Special Use Permit Requirements, and Regulations 2, 5(a), 7, 8, 9, 10, 11 and 13 above, when imposed as Minimum Special Use Permit Requirements, shall be deemed to be non-waivable.

Minimum Special Use Permit Requirements:

* 1. No small wind energy system is eligible for approval if all or part of the property is within a conservation easement or scenic highway corridor, or is listed on the State or National Registers of Historic Places, unless the applicant submits satisfactory evidence that the addition of a small wind energy system is not a violation of the rules that govern the development of the property.
2. A system may be directly mounted on or attached to the principal structure on the site, or may be mounted on a freestanding tower. Where possible, the system should be integrated with other structures, such as buildings, light poles or on-premise sign structures, so as to minimize visual impacts.
3. A system shall not extend to a height greater than the following, measured with reference to the highest point of the fixed structure to which the system is attached (but excluding the wind turbine):
    a. 50 feet, for parcels in the P-O Zoning District; and
    b. 90 feet, for parcels in the O Zoning District.
4. When a system is mounted on a freestanding tower:

* a. The tower and any guy-wires or other supports shall comply with all minimum setbacks for the property; and
    b. The tower shall be set back from any habitable structure on an adjacent property a distance at least as great as the height of the tower.

* 5. A system shall be constructed and maintained so that noise levels do not exceed 60dBA, as measured by a sound level meter at the closest neighboring inhabited dwelling. However, this level may be exceeded during short term events such as utility outages or severe windstorms.

* 6. The applicant must submit proof of turbine certification approved under the Emerging Technologies program of the California Energy Commission or any other small wind certification program recognized by the American Wind Energy Association.

* 7. A system must comply with applicable FAA regulations, including any necessary approvals for installations close to airports. Such approvals must be received prior to the submittal of a building permit application. For locations within the Airport Overlay District, the system must comply with all regulations and requirements applicable to that district.

* 8. A system must comply with all applicable fire codes and building codes.

* 9. A building permit application for a system must be accompanied by:
    a. Standard drawings of the wind turbine structure including base, tower and footings;
    b. An engineering analysis of the tower showing compliance with the International Building Code and certified by a licensed professional engineer; and
    c. A line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code.

10. Before the installation of a system, the applicant must provide satisfactory evidence that the electrical utility provider has been informed of the applicant's intent to install a system. An off-grid system shall be exempt from this requirement if the property is not served by an electrical utility provider.

*11. No system shall be erected or moved onto any lot prior to construction of the main building unless a building permit has been issued for the construction of the main building.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

Social Event with Alcoholic Beverage Sales

Description: The sale of alcoholic beverages for consumption only on the premises where the same are sold in connection with weddings, school graduations, employer and employee events, recognition ceremonies, awards ceremonies, family gatherings, fund-raising events, club and organization events or other similar events which

occur 17 times or more per calendar month at a facility not licensed for the sale of alcoholic beverages.

Minimum Special Use Permit Requirements:

1. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government. (C-V only)

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Social Service Provider

Description: A facility that provides assistance to persons with limited ability for self-care, but for whom medical care is not a major element. This use includes a facility that provides assistance concerning psychological problems, employment, learning disabilities or physical disabilities, but does not include a rescue mission, homeless shelter or an adult day care center.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Solar Panel

Description: A small-scale unit that is designed and used, on an incidental or accessory basis, to generate power or heat (or both) to be supplied to the principal use of the site. This use:

1. Does not include an "electric generating plant" or any other utility facility that is specifically defined in LVMC Chapter 19.18; and
2. Shall not be deemed an accessory structure for purposes of the standards of this Title that govern accessory structures.

Conditional Use Regulations:

1. When visible from a public right-of-way, solar panels shall be installed so that they project no more than 40 inches from the roof surface.
2. When mounted on a sloped roof, the enclosure cladding and support structure of solar panels (excepting the solar collection cells) shall match the roof in color and appearance.
3. Roof-mounted hot water storage systems shall not be visible from neighboring properties or public rights-of-way.
4. Within an area designated as an Historic District, the location of the proposed unit must first be reviewed and approved pursuant to LVMC 19.10.150.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

Sound Stage

Description: A building or portion of a building used for the production of movies.

On-site Parking Requirement: One space per 300 square feet of gross floor area.

Supper Club

Description: A restaurant and bar operation with alcoholic beverage sales in which:

1. The bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar by minors;
2. The actual seating available at all times within the dining area will accommodate at least 125 persons. For purposes of this requirement, the "dining area" does not include bar stool seating at the bar or lounge seating, but may include table or booth seating within the bar area and table seating within a patio area;
3. Alcoholic beverages are served in the restaurant area only in conjunction with the service of food;
4. Full-course meals are available during all hours the bar area is open to the public;
5. A cook and food server, other than a bartender, are available at all times the bar area is open to the public; and
6. The restaurant operation is the principal portion of the business.

Minimum Special Use Permit Requirements:

1. No supper club use shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.
2. Except as otherwise provided in Requirement 3 below, the minimum distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed supper club which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed supper club. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
   a. Any leasehold parcel; or
   b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
3. In the case of a supper club proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
   a. From the nearest property line of the existing use to the nearest portion of the structure in which the supper club will be located, without regard to intervening obstacles; or

b. In the case of a proposed supper club which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the supper club will be located, without regard to intervening obstacles.

4. When considering a Special Use Permit application for a supper club which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

* 5. In the O District, a supper club is permitted only as an accessory use.

6. The parcel or use is operated or controlled by an agency or subdivision of local, state or federal government. (C-V only)

* 7. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

On-site Parking Requirement: One space for each 50 square feet of public seating and waiting area, including outdoor areas for seating and waiting, plus one space for each 200 square feet of the total remaining gross floor area, with a minimum of ten spaces required.

Swap Meet

Description: A facility (whether indoor or outdoor) in which multiple vendors, dealers, sellers or traders have rented, leased, purchased or otherwise obtained an area from a swap meet operator for the purpose of selling, bartering, exchanging or trading new or used items of personal property, where the aggregate value of all such property exceeds the amount of 1000 dollars.

Conditional Use Regulations:

1. No outdoor display, sales or storage of any merchandise or equipment is permitted, except in connection with temporary activities that have been authorized by means of a Temporary Commercial Permit.
2. No repair, installation or service work is permitted outside of an enclosed building.
3. All signage, including any temporary signage, shall comply with LVMC Chapter 19.08.
4. The swap meet operation shall comply with all applicable requirements of LVMC Title 6.

Minimum Special Use Permit Requirements:

1. No outdoor display, sales or storage of any merchandise or equipment is permitted, except in connection with temporary activities that have been authorized by means of a Temporary Commercial Permit.
2. No repair, installation or service work is permitted outside of an enclosed building.
3. All signage, including any temporary signage, shall comply with LVMC Chapter 19.08.
4. The swap meet operation shall comply with all applicable requirements of LVMC Title 6.

On-site Parking Requirement:

Indoor: One space for each 175 square feet of gross floor area.

Outdoor: Four spaces for each retail stall or unit.

Tattoo Parlor/Body Piercing Studio

Description: An establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of one or more of the following:

1. The placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances which result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.
2. The creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration.

This use does not include a permanent makeup establishment.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Tavern-Limited Establishment

Description: An establishment that is licensed with a tavern-limited license in accordance with LVMC Chapter 6.50.

On-site Parking Requirement: One space for each 50 square feet of public seating and waiting area (including outdoor areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area, with a minimum of ten spaces required.

Taxicab/Limo Yard

Description: An area or facility used for the storage or dispatch of taxicabs or limousines.

On-site Parking Requirement: One space for each employee on the largest shift, plus one space per taxi or limo when the facility is at maximum capacity.

Teen Dance Center

Description: An establishment that is primarily operated as a place of entertainment for persons under the age of 18 years, characterized by any or all of the following as principal activities:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.

2. Dancing.

Conditional Use Regulations:

1. The establishment must be located more than 1000 feet from any sexually oriented business. The distance shall be the shortest distance between the property line of the proposed teen dance center which is closest to the existing sexually oriented business, and the other being the property line of the sexually oriented business which is closest to the proposed teen dance center. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of this paragraph, the term "property line" refers to property lines of fee interest parcels and not leasehold parcels.
2. The hours of operation shall be limited to the period between 6:00 p.m. and midnight.
3. The floor area shall not exceed 5000 square feet.

On-site Parking Requirement: One space for every 3 persons that the establishment is designed to accommodate.

Temporary Contractor's Construction Yard

Description: An on-site or off-site facility for the storage of construction materials and equipment intended for use in conjunction with a specific development, to be removed at the time the development is completed. This use may include a temporary batch plant.

No Temporary Commercial Permit required if the use is located on the same site as the approved development and is operated in conformance with all applicable City ordinances and standards.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Temporary Outdoor Commercial Event

Description: A promotional activity, fair, circus, rodeo, festival, carnival, arts and crafts fair, tent revival, haunted house, amusement system, or concert that will be conducted at a location other than a stadium, auditorium or other public assembly facility that is designed to accommodate such an event. This use does not include one-day residential celebrations; uses within public facilities or recreational facilities regulated or organized through the Department of Leisure Services; parades and similar events that occur in the public right-of-way and are regulated by or organized through the Las Vegas Metropolitan Police Department; or grand openings of new businesses that meet all requirements of the Department of Fire and Rescue.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Temporary Real Estate Sales Office

Description: An office operating at a fixed location within an existing model home, trailer or commercial structure which is used temporarily for the purpose of real estate sales.

Conditional Use Regulations:

1. Within any residential district:
   a. The use may be located within a model home or trailer;
   b. The sales activity shall be limited to lots within the subdivision in which the model home or trailer is located; and
   c. The use shall not be permitted to operate until the requirements of LVMC 19.16.190 have been met, including the approval of a final subdivision map.
2. Within any commercial or industrial district:
   a. The use may be located within a trailer or an existing commercial structure; and
   b. The use shall not be permitted to operate and is not entitled to a certificate of occupancy until a Site Development Plan has been approved for the development to which the sales pertains.
3. If the temporary real estate sales office is a model home or is conducted from a commercial structure, the use shall expire 2 years from the date of building permit approval or whenever sales are completed, whichever occurs first. If the temporary real estate sales office is a trailer, the use shall expire 6 months from the date of approval by the Department of Building and Safety.
4. Upon termination of the use, all temporary access improvements from this site to the abutting street(s) shall be removed and replaced with permanent access improvements that meet all City standards, as required by the Department of Public Works.
5. Pursuant to LVMC 19.02.290, direct vehicular access from primary and secondary street(s) through the back of bordering lots is prohibited unless approval is granted by the Director.
6. All development must be in conformance with the submitted plot plan and floor plan.
7. Any signage for this use must first be approved in writing by the Department.

On-site Parking Requirement: A minimum of 5 on site parking spaces shall be provided, and the spaces provided shall be in compliance with ADA parking requirements and LVMC Chapter 19.10. In any commercial or industrial district, the Director may waive one or more of the required on site spaces if an equivalent number of on street parking spaces is available on a street that directly abuts the lot on which the use is located.

Tennis Courts, Accessory

Description: Tennis courts that are available for use only as an incidental or accessory use in connection with the principal residential or commercial use of the premises.

Conditional Use Regulations:

1. Courts shall be screened, and lights shall be shielded, from adjacent residences.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Thriftshop

Description: A business operation that deals primarily in secondhand wearing apparel.

Conditional Use Regulations:

1. No outdoor display, sales or storage of any merchandise shall be permitted.
2. The use shall comply with the applicable requirements of LVMC Title 6.

Minimum Special Use Permit Requirements:

* 1. No outdoor display, sales or storage of any merchandise shall be permitted.

* 2. The use shall comply with the applicable requirements of LVMC Title 6.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Thriftshop, Nonprofit

Description: A shop that is operated by a nonprofit organization and that sells donated used merchandise only.

Conditional Use Regulations:

1. No outdoor display, sales or storage of any merchandise shall be permitted.
2. The use shall comply with the applicable requirements of LVMC Title 6.

Minimum Special Use Permit Requirements:

* 1. No outdoor display, sales or storage of any merchandise shall be permitted.

* 2. The use shall comply with the applicable requirements of LVMC Title 6.

On-site Parking Requirement: One space for each 250 square feet of gross floor area.

Time-Share Development

Description: A development consisting of a minimum of 50 units that are made available for use and occupancy on a recurrent periodic basis according to an arrangement allocating this right among various holders of a time-share ownership, leasehold or other similar interest.

Conditional Use Regulations:

1. No individual time-share unit may serve as a person's primary residence.
2. No access to any accessory use (giftshop, restaurant, beauty shop, etc.) shall be permitted other than from within the time-share development.
3. No exterior advertising or lighting is permitted in excess of that allowed for residential developments.

On-site Parking Requirement: One space for each time-share unit, plus 10 spaces for each 1,000 square feet of accessory uses.

Towing & Impound Yard

Description: A lot or building used for the storage of damaged, wrecked or impounded motor vehicles for a limited period of time, usually awaiting insurance adjustment, transport to a repair shop, or recovery by the owner or operator.

Conditional Use Regulations:

1. All areas used for the parking and storage of operable vehicles shall be paved.
2. All stored, damaged, or wrecked vehicles, parts and equipment shall be effectively screened so as not to be visible from adjoining properties or public rights-of-way.

On-site Parking Requirement: One space for each employee, plus one space for each tow truck that is stationed at the facility. Vehicles that in storage may not be parked or stored in parking spaces that are designated as off street parking necessary to meet the minimum requirements of this Table 2. The storage of such vehicles must occur only in spaces that are in excess of the required minimum parking.

Towing Service (with No Storage)

Description: An establishment that provides the service of transporting damaged, wrecked or impounded motor vehicles to an off-site storage area or other facility.

On-site Parking Requirement: One space for each employee, plus one space for each tow truck that is stationed at the facility.

Townhouse

Description: A row or cluster of at least 3 attached dwellings in which each dwelling is located on separately owned lot, each unit is separated by 1 or more common vertical walls, each unit has its

own front and rear yard access, and no unit is located over another unit. A townhouse complex may include common open space and recreational areas and facilities which are owned by all owners on a proportional, undivided basis.

On-site Parking Requirement: Two spaces per dwelling unit, plus one guest space for every 6 dwelling units spread throughout the development.

Trade School

Description: A facility for instruction and training in trades or crafts such as auto repair, welding, bricklaying, machinery operation or other similar trades or crafts which require the use of large equipment, or outdoor training activities, or both.

Conditional Use Regulations:

1. No instruction or training in welding or auto repair shall be permitted.

On-site Parking Requirement: One space for each staff member, plus one space for every 2 students in class when the school is at maximum capacity.

Trailer/RV Camp or Park

Description: Any lot or tract of land used, or intended to be used, for the renting of space to accommodate two or more recreational vehicles.

Minimum Special Use Permit Requirements:

1. The maximum density permitted in a recreational vehicle park is 20 recreational vehicle sites per acre.
2. Recreational vehicle parks shall have a minimum frontage of 100 feet at the building setback line.
3. Recreational vehicle sites, office buildings, accessory buildings and other facilities shall be set back at least 10 feet from any property lines. When adjacent to any property line adjoining a public street, the required setback shall be 15 feet.
4. Vehicular spacing:
   a. Pull-through recreational vehicle sites shall maintain 15 feet between vehicle parking on adjoining sites.
   b. Back-in recreational vehicle sites shall maintain 10 feet between vehicles, to include automobiles parking in adjoining sites.
5. Recreational vehicle sites shall be set back 20 feet from any building.

* 6. A minimum of 10% of the total area of the park shall be reserved for purposes of open space or recreational facilities. Open space area shall be of sufficient size and distribution as to be a functional part of the entire park.

* 7. All access drives shall be a minimum of 20 feet wide and must first be approved by the City Traffic Engineer.

On-site Parking Requirement: One space for each recreational vehicle, plus one guest space for every 10 recreational vehicles.

Transit Passenger Facility

Description: A facility, including a park and ride, for the loading and discharging of train or bus passengers.

Conditional Use Regulations:

1. The facility must be operated by a public entity.
2. The facility must be located along a collector or arterial street.
3. The principal operating hours of the commuter parking lot must not significantly conflict with those of other uses on the parcel.
4. The use must be ancillary to a primary use, and the number of parking spaces dedicated to commuter parking shall not exceed 10% of the total amount of parking required for the primary use under this Chapter.

On-site Parking Requirement: To be determined on a case-by-case basis.

Truck Rental

Description: A facility for the rental of new or used trucks. For purposes of the limitations of this Title on outside storage, trucks kept on a lot for rental purposes are not considered to be outside storage.

On-site Parking Requirement: One space for each rental vehicle, plus one space for each 250 square feet of gross floor area.

Trucking Company

Description: A business, service or industry involving the use of commercial vehicles in the loading, unloading and transportation of cargo. This use may also include the fueling, maintenance, servicing, storage or repair of commercial vehicles or the storage of cargo.

Minimum Special Use Permit Requirements:

1. The use shall be limited to office operations and the parking of trucks and trailers.
2. No more than 5 trucks or trailers, or combination of trucks and trailers, shall be permitted on the site at any one time.
3. The parking of trucks and trailers shall be restricted to locations to the rear of onsite structures so as to not be visible from adjoining streets.
4. None of the following activities shall be permitted on site:
   a. The repair or servicing of vehicles.
   b. The storage or warehousing of goods or merchandise.

c. The loading or unloading of goods or merchandise.

On-site Parking Requirement: One space for each 250 square feet of floor area devoted to office use, plus one space for each 1000 square feet of remaining gross floor area.

Tutoring Center

Description: An institution or place of education or instruction, other than a public or private school (primary or secondary), business school, or trade school, that is owned and operated privately for profit and that does not offer a complete educational curriculum. This use includes an educational testing center.

Conditional Use Regulations:

1. Adequate pick-up and drop-off areas must be provided on-site.
2. Equipment used for instructional purposes must be stored within the building.
3. Instructional services must be provided with a pupil/instructor ratio no greater than 2:1. (P-O only)

On-site Parking Requirement: One space for each staff member, plus one space for every 5 students in class when the center is at maximum capacity.

TV Broadcasting & Other Communication Service

Description: A building or portion of a building used as a place for television broadcasting or similar communication-related activities.

On-site Parking Requirement: One space per 300 square feet of gross floor area.

Two-Family Dwelling

Description: A detached dwelling designed for and occupied exclusively by 2 families living independently of each other in separate dwelling units on a single lot.

On-site Parking Requirement: Two spaces per dwelling unit.

Urban Lounge

Description: An establishment that:

1. Is licensed for the sale of alcoholic beverages for consumption on the premises where the same are sold, and the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold; and
2. Meets the Minimum Special Use Permit Requirements set forth below.

Minimum Special Use Permit Requirements:

1. The use is limited to the area located within the boundaries of the Las Vegas Arts District, as described in the Downtown Centennial Plan and as amended from time to time.
2. For each seat provided at the bar of the establishment, there must be a minimum of 2 seats within a lounge area located away from the bar.
3. The use is subject to the provisions of LVMC Chapter 6.40 relating to gaming and LVMC Chapter 6.50 relating to liquor control.

On-site Parking Requirement: To be determined on a case-by-case basis.

Utility Installation, Other Than Listed

Description: A facility or area used as (or for) a utility installation not specifically listed in this Title. This use does not include any type of wind energy conversion system.

On-site Parking Requirement: One space, plus an additional space for each 300 square feet of habitable office space.

Utility Transmission Lines

Description: Utility infrastructure providing electrical power, telephone, or cable television which is installed, operated and maintained by a municipality or a franchised utility company.

Conditional Use Regulations:

1. The location of routes for lines which are 15,000 volts or above must first be approved by the Planning Commission.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Valet Parking

Description: A service provided in conjunction with a business or other establishment by which employees (or others acting on behalf of the establishment) park the vehicles of patrons or visitors in an area set aside for that purpose.

Conditional Use Regulations:

1. A maximum of 20 percent of the number of parking spaces required by this Table for the principal use(s) on the site may be used for valet parking.
2. The applicant must submit to the Department, for administrative review and approval, a site development plan showing where valet spaces will be located and demonstrating that the area and methodology for valet parking will be physically designed to prevent queuing in the right-of-way.

3. The applicant must provide written assurance that the valet parking will be operated to conform with the hours of operation that are proposed and approved for the use.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Vehicle Parking, Storage or Repair in Residential Zoning Districts

Description: The parking, storage or repair of vehicles as an accessory use in residential zoning districts

Conditional Use Regulations:

1. Except as otherwise provided in Regulations 2 to 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 motor vehicles shall be stored or parked:
   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 2 inches in thickness;
      iii. On concrete or asphaltic paving that extends the full length and width of the vehicle; or
      iv. On a surface of decomposed granite no less than 2 inches thick, defined with borders, but this alternative is available only on lots with a zoning designation of R-E; 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 2 inches in thickness; or
      iv. 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 1,250 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 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. 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. In a rear yard, either:
      i. On a surface of pavers or other blocks of uniform appearance that are at least 2 inches in thickness;
      ii. On a surface of decomposed granite no less than 2 inches thick, defined with borders; or
      iii. On concrete or asphaltic paving, gravel or chat that extends the full length and width of the vehicle, trailer or combination;
   b. In a front yard, but only on lots with a zoning designation of R-E or R-1, and in each case provided that the recreational vehicle or trailer, or combination thereof, is stored either on a surface of pavers or other blocks of uniform appearance that are at least 2 inches in thickness; on concrete or asphaltic paving that extends the full length and width of the vehicle, trailer or combination; or on a surface of decomposed granite no less than 2 inches thick, defined with borders (provided, however, that this third alternative is available only on lots with a zoning designation of R-E). Additionally, on a lot with a size of .2 acres or less, no recreational vehicle or trailer, or combination thereof, may be stored or parked in a front yard if it exceeds 24 feet in length. Finally, in no event may a recreational vehicle or trailer, or combination thereof, be stored or parked in a front yard in any district described in this Subparagraph (b) unless at least one of the following conditions is met:
      i. The recreational vehicle or trailer, or combination thereof, is stored entirely in the yard area with no portion of the unit located closer than 2 feet from an adjacent public street or sidewalk; or
      ii. It is demonstrated that 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;
   c. 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 2 inches in thickness; or

iii. On concrete or asphaltic paving that extends the full length and width of the vehicle;

d. If it is not connected to any electrical or sewer service for more than 24 consecutive hours;

e. If it is not used for dwelling purposes;

f. 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

g. Its use is in full compliance with applicable provisions of the Fire Code and other technical codes.

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 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 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. 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. 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 for more than 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 4 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. 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 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. 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 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 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. However, nothing in Regulations 1 to 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 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 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 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 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.
13. The provisions of Regulations 1 to 14, inclusive, shall apply to any person in control or lawful possession of any real property, including an owner, tenant, occupant, lessee or otherwise.
14. For purposes of 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.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal residential use on the site.

Warehouse/Distribution Center

Description: An enclosed structure for the storage of goods for distribution or transfer to another location.

On-site Parking Requirement: One space for each 1000 square feet of gross floor area.

Wedding Chapel

Description: A facility that is made available to be rented for wedding ceremonies, and may include a chapel, dressing rooms, offices, reception facilities and gardens.

On-site Parking Requirement: One space for each 150 square feet in the principal assembly space.

Welding Repair

Description: A facility in which products made of metal or metal alloy are repaired by means of welding.

On-site Parking Requirement: One space for each 500 square feet of gross floor area.

Wholesale Showroom Facility

Description: A building used primarily for the storage of goods and materials, and secondarily for the display of merchandise for wholesale purchase.

On-site Parking Requirement: One space for each 500 square feet of sales/display area, plus one space for each 2500 square feet of warehouse/storage area.

Wireless Communication Facility, Non-Stealth Design (Not Qualifying for Conditional Use Approval)

Description: A wireless communication facility that does not qualify as a stealth design wireless communication facility.

Minimum Special Use Permit Requirements:

* 1. No residential use may exist on the property.

* 2. Any antenna tower that forms part of the facility shall conform with both the setback requirements of the zoning district and the applicable residential adjacency standards of this Title.

* 3. Except in the C-V Zoning District, no antenna tower that forms part of a facility may be located within 600 feet of:
    a. Any other antenna tower that forms part of a wireless communication facility; or
    b. Any pole or tower structure of any other type that has a height of at least 60 feet.

* 4. Antenna towers and associated components shall be initially painted and thereafter repainted with a flat paint, using a color that is approved by the City Council. Except as otherwise required by the Federal Communications Commission or the Federal Aviation Administration, the color of any antenna tower must generally match the surroundings or background so as to minimize its visibility.

* 5. Failure to perform necessary maintenance and repainting shall be grounds for administrative and other enforcement action, including action pursuant to Requirement 9 below.

* 6. Any proposed antenna tower must be designed to accommodate at least two communication providers or, in the case of a tower that exceeds 80 feet in height, at least 3 communications providers.

* 7. No signals, lights, or other attention gaining devices are permitted on any antenna tower or antenna unless required by the Federal Communications Commission or the Federal

Aviation Administration; provided, however, that this condition shall not be construed to prevent the mounting of an antenna on a signal, light or sign that has been legally permitted and installed.

* 8. All ground level equipment, buildings and the base of any antenna tower must be screened so as to not be visible from streets and residences, with appropriate landscaping designed to ensure compatibility with surrounding uses.

* 9. Any abandoned or unused antenna tower, and the associated components of any facility, shall be removed within 6 months after operations at the site cease. In the event that removal is not timely performed, the City may remove, or cause the removal of, the antenna tower and associated components, and assess the costs of removal against the property. Before taking such action, the City must deliver or mail to the property owner a notice of the City's intent to do so. The property owner shall have 30 days from the date notice is delivered or mailed to request a hearing. The failure to request a hearing shall be deemed to be a waiver of the right to be heard, and the City may immediately cause the removal of the antenna tower and any associated components, and may assess the costs against the property.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Wireless Communication Facility, Non-Stealth Design (Qualifying for Conditional Use Approval)

Description: A wireless communication facility that does not qualify as a stealth design wireless communication facility (but meets the Conditional Use Regulations listed below).

Conditional Use Regulations:

1. The applicant must submit to the Department, for administrative review and approval, a site plan and an elevation drawing. The Director shall review the documents to determine if the proposed facility conforms to the conditions listed below for this use. If the Director, in his discretion:
   a. Approves the proposed facility to proceed as a conditional use, the Director shall provide written notice of approval to the applicant, with a copy to the office of the City Council. Within 10 days after the notice is mailed or delivered, the applicant may proceed to apply for building permits, unless a member of the City Council files with the Director a written request for the Council to review the approval. If such a request to review is filed, the application must first be reviewed and approved by the Council.
   b. Determines that the proposed facility does not conform to the conditions listed below, a Special Use Permit will be required for the use. Any determination by the Director that a Special Use Permit will be required is not subject to appeal.
2. The facility must qualify as one or more of the following:
   a. An antenna that is to be collocated on an existing antenna tower or other existing structure.
   b. An antenna tower that is to be located on property in the C-V Zoning District.
   c. An antenna tower that is to be located:
      i. On property in the C-M or M Zoning District; and
      ii. A minimum distance of 600 feet from residentially zoned property.
   d. An antenna tower that is proposed to be located on property developed with a utility substation, and is to be located within that substation.
   e. A slim line design pole wireless communications facility.
3. Within an area designated as a Historic Preservation District, the proposed facility must first be reviewed by the Historic Preservation Commission before the Director considers granting approval as a conditional use.
4. The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.
5. The frequencies used by the communication provider shall be in conformance with Federal Communication Commission standards, as certified by a competent professional (such as a radio frequency engineer).

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

Wireless Communication Facility, Stealth Design

Description: A wireless communication facility that is designed to blend into the surrounding environment. Examples include without limitation: antenna tower alternative structures; roof mounted antennas (with architectural screening when appropriate); building mounted antennas painted to match the existing structure; antennas integrated into architectural elements (such as steeples or cupolas); antennas and antenna structures designed to look like light poles, flagpoles, or any other camouflaging techniques available on the market; and a cable microcell network which utilizes multiple low powered transmitters/receivers or repeaters attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

Conditional Use Regulations:

1. The applicant must submit to the Department, for administrative review and approval, a site plan and an elevation drawing. The Director shall review the documents to determine if the proposed facility conforms to the conditions listed below for this use. If the Director, in his discretion:
   a. Approves the proposed facility to proceed as a conditional use, the Director shall provide written notice of approval to the applicant, with a copy to the office of the City Council.

Within 10 days after the notice is mailed or delivered, the applicant may proceed to apply for building permits, unless a member of the City Council files with the Director a written request for the Council to review the approval. If such a request to review is filed, the application must first be reviewed and approved by the Council.

b. Determines that the proposed facility does not conform to the conditions listed below, a Special Use Permit will be required for the use. Any determination by the Director that a Special Use Permit will be required is not subject to appeal.

2. No residential use may exist on the property.
3. The design must conform to the definition of the term "Wireless Communication Facility, Stealth Design," as set forth in LVMC 19.18.020 and as determined by the Director.
4. Within an area designated as a Historic Preservation District, the proposed facility must first be reviewed by the Historic Preservation Commission before the Director considers granting approval as a conditional use.
5. The design and location of the proposed facility must be deemed by the Director to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.
6. The frequencies used by the communication provider shall be in conformance with Federal Communication Commission standards, as certified by a competent professional (such as a radio frequency engineer).

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.

USE PROVISIONS FOR C-V DISTRICT 19.12.080

A. Permitted Land Uses

The following uses are permitted in the C-V District:

1. Any use operated or controlled by the City, County, State or Federal government, other than those indicated in Table 2 of LVMC 19.12.010 as requiring a Special Use Permit.

2. Any public or quasi-public use operated or controlled by a recognized religious, fraternal, veteran, civic or service organization, other than those indicated in Table 2 of LVMC 19.12.010 as requiring a Special Use Permit.

3. Utility company facilities, including electrical power substation facilities, telephone switching stations and towers, water district facilities, cable TV lines and wireless communication facilities.

USE RESTRICTIONS FOR P-O, O AND CD-O DISTRICTS 19.12.090

A. P-O District

All uses in the P-O District shall conform to the following:

1. No products shall be stored, displayed or sold on the premises, except for the sales activities otherwise permitted for the internet/catalogue sales office use.

2. No trucks, vans or other commercial vehicles shall be stored or parked on the property overnight.

3. No service shall be performed upon a client except those related to the service of the medical profession including dentists, opticians, optometrists, chiropractors, etc.

4. Services shall not include the production or repair of any goods except as an incidental use to a permitted service.

5. Instructional services at a physician's office must be provided with a pupil/instructor ratio no greater than two to one; provided, however, that the Director may approve a higher pupil/instructor ratio upon a showing that sufficient off-street parking is available for the number of pupils anticipated. Equipment used for instructional purposes must be stored within the building.

6. Except in accordance with a Special Use Permit approving the establishment of a Mixed-Use use as defined by LVMC Chapter 19.18, there shall be no mixed residential and commercial use of any property and in the event there is an existing residential use on a property, no commercial use of the property shall be permitted until the residential use has permanently ceased.

7. No use or business activity shall remain open to the public for business between the hours of 9:00 p.m. through 7:00 a.m. All exterior lighting, except for security lighting, shall be turned off.

B. O District. In the O District, all storage or display of merchandise and equipment shall be within a completely enclosed building. No trailers or other portable structures may be used for storage purposes.

C. CD-O District

All uses in the CD-O District shall conform to the following:

1. Retail shops shall sell new merchandise exclusively except for antique shops. All products produced, whether primary or incidental, shall be sold at retail on the premises, and not more than two persons shall be engaged in the production of such products.

2. There shall be no mixed residential and commercial use of any property and in the event there is an existing residential use on a property, no commercial use of the property shall be permitted until the residential use has permanently ceased.

3. No use or business activity shall remain open to the public for business between the hours of 9:00 p.m. and 7:00 a.m.

4. All uses and activity shall be contained within a completely enclosed building and there shall be no outside storage, service or sales. No trailers or other portable structures may be used for storage purposes.

D. All Non-Residential Districts. No outdoor storage, sales, rent or display of products or equipment is permitted except in accordance with the provisions of this Title, or a specific Special Use Permit approval granted thereunder.

SIMILAR AND PROHIBITED USES 19.12.100

A. Unlisted Uses

The uses permitted in this Chapter are classified on the basis of common operational characteristics and land use compatibility. Uses not specifically listed in this Chapter are prohibited. However, additional new and unlisted uses may be permitted by the Director if the Director finds that the use is similar to other uses listed in the same zoning district.

B. Appeals

An applicant who is aggrieved by the decision of the Director with respect to the allowability of an unlisted use may appeal the decision to the City Council. The appeal shall be filed in the office of the City Clerk, with a copy to be filed in the office of the Department. Unless otherwise stated in the Council's action, the determination of the Council with respect to the appeal shall constitute a permanent and consistent interpretative decision which the Director shall apply in all future instances.

C. Conditions

When considering requests to permit a new or unlisted land use as being similar to a listed use, the Director or City Council shall consider the potential effects of the use on adjacent properties in terms of requirements for services, visual impact, traffic generation, the extent to which the use is consistent with other uses allowed in the district, and other issues they deem appropriate. Based upon such consideration, the Director or Council, in approving a request under this Section, may impose appropriate and reasonable conditions designed to ensure compatibility and consistency of uses.

D. Authorization of New Uses

New uses which have been permitted by the Director or City Council, pursuant to this Section shall be added by ordinance amendment on a periodic basis.

E. Uses Expressly Prohibited

Without limiting the general applicability of Subsection (A) above, the commercial use of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the unit for a period of less than thirty-one consecutive calendar days, is prohibited except as otherwise permitted under this Title.

INTENT AND EFFECT OF CROSS-REFERENCING TOOLS 19.12.110

The Land Use Tables that appear in LVMC 19.12.010 and the various minimum standards that are set forth in other Sections of this LVMC Chapter 19.12 include certain cross-referencing tools that are intended to assist the City and the public in using and applying the Unified Development Code. For example, the Land Use Tables and LVMC 19.12.070 include asterisks and plus signs that are intended to remind the user to consult other portions of the Unified Development Code for additional information. Likewise, language in the other Sections of this Chapter occasionally refers to the Land Use Tables to help the user correlate the various provisions of the Code that apply. These cross-referencing tools are for the sake of convenience and assistance only, and do not diminish the applicability of substantive standards and limitations of this Code. Except as otherwise specifically indicated, the absence or omission of an asterisk or plus sign in the Land Use Tables or LVMC 19.12.070 shall not be deemed to limit or negate any other provision of this Code.

OFF-PREMISE SIGNS 19.12.120

A. Off-Premise Signs Defined

Off-premise signs are to be considered primarily a specific type of land use rather than as an incidental use to an existing land use. Off-premise signs generally produce revenue to the property owner(s) as a land use as compared to on-premise signs which in themselves do not produce revenue but are incidental to a revenue-producing land use. However, because of the special characteristics of off-premise signs as compared to other types of land uses and structures, certain qualifications and requirements are set forth in connection with off-premise signs as a permitted use in certain zoning districts.

B. Special Use Permit Required

1. Except as otherwise provided in Subsections (F) and (G) of this Section a Special Use Permit is required for all off-premise signs prior to the construction, placement, erection or modification of the sign in accordance with the requirements of this Title. A Special Use Permit application shall be processed in accordance with LVMC 19.16.110. Furthermore, the property owner(s), owner(s) of the structure or other responsible person shall maintain in force, at all times, a sign certificate for the sign in accordance with the requirements of this Title.

2. The Special Use Permit requirement set forth in Paragraph (1) is in addition to and independent of any locational provision or limitation contained in this Section. In determining whether to approve or deny a Special Use Permit under this Section, the Planning Commission and City Council may consider the aesthetic impact of the sign on the area and all other aspects of the sign's compatibility with the surrounding area, including the existence or nonexistence of other signage in the area.

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

a. In the case of a time limit, the limit is not less than three years; and

b. In the case of a periodic review, the review is not sooner than three years after the approval.

4. After conducting a review, the City Council may require removal of the sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L).

C. Locational Provisions

1. No off-premise signs shall be erected in the public right-of-way.

2. No off-premise sign certificate of any kind shall be issued for an existing or proposed sign unless the sign is consistent with all requirements of this Title (including those protecting existing signs).

3. Except as provided in Paragraph (12) below, off-premise signs are permitted in the C-1, C-2, C-M and M Zoning Districts only .

4. No off-premise sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet. Any embellishment may include lettering, text, numerals or images, but only to the extent that such items do not exceed fifty percent of any linear side of the sign.

5. Off-premise signs which are within 660 feet of the right-of-way and which can be read from Interstate 15, US 95 from the north city limits to the Oran K. Gragson Highway, the Oran K. Gragson Highway or Interstate 515 shall be no closer than 750 feet (measured along the highway frontage) to any other off-premise sign along the same frontage. Each side of the highway shall be considered a separate frontage. The sign and all other off-premise signs not oriented toward the same highway shall be no closer than 300 feet in any direction to any other off-premise sign, wherever located, including an off-premise sign that is situated outside the corporate boundaries of the City.

6. The distance to and from a sign shall be measured with reference to the point on the ground that is directly beneath the center of the sign structure.

7. Off-premise signs which are within 660 feet of the right-of-way and which can be read from Interstate 15, US 95 from the north city limits to the Oran K. Gragson Highway, the Oran K. Gragson Highway or Interstate 515 shall not be higher than 40 feet except as provided in Subparagraphs (a) and (b) below. The height shall be measured from the grade at the point of construction to the top of the sign. The display surface shall not be higher than 30 feet nor wider than 60 feet.

a. An off-premise sign within 150 feet of the right-of-way line of an elevated freeway or highway to which it is oriented may be erected 30 feet above the elevation of the elevated roadway surface nearest the sign.

b. An off-premise sign within 150 feet of the right-of-way line of any freeway or highway to which it is oriented which, at a height of 40 feet, will have a significant portion of its display surface obscured from view from the travel lanes of the freeway or highway may be increased to a maximum of 55 feet when authorized by the City Council.

8. All other off-premise signs shall be no higher than 40 feet from grade at the point of construction, except that an off-premise sign within 60 feet of the right-of-way line of the street to which it is oriented which, at a height of 40 feet, will have a significant portion of its display surface obscured from view from the travel lanes of the street may be increased to a maximum of 55 feet when authorized by the City Council.

9. Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.

10. No off-premise sign shall be erected or maintained within 660 feet of the nearest travel lanes of the Summerlin Parkway from Station 499 + 78 to Station 601 + 30.

11. No off-premise sign shall be allowed within 300 feet from the nearest property line of a lot in the "U" zoning district or any "R" zoning district.

12. An off-premise may be permitted in the C-V District if in each case the parcel or use is operated or controlled by an agency of local, state or federal government, or by any fraternal, veteran, civic or service organization.

D. Additional Provisions

1. All structural elements of an off-premise sign to which the display panels are attached shall be screened from view. Display surface panels which are removed for the purpose of changing the advertising message shall be replaced within 30 days with display panels containing a new advertising message or uniformly painted blank panels.

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

3. For any off-premise sign that is proposed within 660 feet of any highway classified by the State of Nevada as part of the interstate or primary highway system, a State of Nevada sign permit shall be obtained and a copy attached to the application prior to the issuance of a construction permit or sign certificate by the City.

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

a. An accurate site plan of the lot, at the scale the Director requires;

b. The location of buildings, parking lots, driveways and landscaped areas on the lot;

c. An accurate indication of the location of all existing and proposed off-premise signs; and

d. Drawings that allow the computation of the area and the height of any off-premise signs and which indicate any sign characteristics such as illumination, embellishment areas or moving parts.

5. The permittee or holder of a sign certificate shall notify the Director in advance, by letter or fax and pursuant to LVMC 19.16.100(F) of any change in the characteristics of an off-premise sign, such as illumination, embellishment areas or moving parts, that are not shown on the approved site plan, and shall provide any additional supplemental drawings as the Director may require. Final approval of any changes under this Paragraph (5) shall be contingent upon final construction inspection and approval by the Department of Building and Safety regarding structural changes, including approval of any necessary electrical inspections. In the case of a proposed embellishment, the proposal shall be processed as in the case of a Minor Site Development Plan Review under LVMC 19.16.100(F), except that if the Director does not respond to the notice, within ten business days following receipt thereof, regarding whether or not the embellishment complies with this Title, the embellishment shall be deemed approved.

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

a. The Department of Building and Safety has performed all necessary final construction inspections of the structure and issued a certificate or other evidence of compliance with applicable codes; or

b. The applicant has obtained and filed with the City a certification by a licensed professional engineer that the sign is structurally sound.

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

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

E. Off-Premise Sign Exclusionary Zone

1. Off-premise signs are prohibited within the boundaries of the following area:

a. Bounded on the north by the Las Vegas/Clark County boundary.

b. Bounded to the east by the Las Vegas/North Las Vegas boundary (Decatur Boulevard), south to Cheyenne Avenue, then west along Cheyenne Avenue to Rainbow Boulevard, then continuing south along Rainbow Boulevard to Sahara Avenue.

c. Bounded on the south by Sahara Avenue, west to Durango Drive then continuing south along Durango Drive to Desert Inn Road, continuing west to Hualapai Way then north along Hualapai Way to West Charleston Boulevard, then west to the Las Vegas/Clark County boundary.

d. Bounded to the west by the Las Vegas/Clark County boundary, then continuing north to the Las Vegas/Clark County northern boundary.

2. The prohibition contained in Paragraph (1) of this Subsection does not apply to any sign which would be within 660 feet of the right-of-way line, and oriented toward, the following interstate and federal-aid primary routes, as defined by the Nevada Department of Transportation:

a. Oran K. Gragson Highway

b. U.S. Highway 95, south of Ann Road

c. Interstate 515

3. The prohibition of off-premise signs within the area described in Paragraph (1) or within any other area described in this Title shall not be deemed or interpreted:

a. As an indication that any other particular location is suitable for an off-premise sign.

b. To eliminate the need for a Special Use Permit or affect the determination of compatibility with respect to a proposed sign.

F. Relocation Of Signs Required To Be Removed For Publicly Funded Improvements

1. If an off-premise sign is required to be removed by a governmental entity in connection with the widening of a public roadway or the installation of publicly-funded improvements, the sign may be relocated without obtaining a Special Use Permit or Variance that would otherwise be required, but only if:

a. The applicant can demonstrate that the sign, at its existing or previous location, received all necessary approvals and permits, and that the approvals and permits remain valid;

b. The relocation will be on the same parcel or within the same commercial subdivision;

c. The applicant submits for and obtains a waiver, pursuant to Paragraph (4) below, of any and all requirements and limitations of this Section pertaining to distance separation and location that cannot otherwise be met by the sign as relocated;

d. There will be no increase in the area of the sign to be relocated; and

e. There will be no increase in the height of the sign, except that:

i. A sign within one hundred fifty feet of the right-of-way line of an elevated freeway or highway to which it is oriented may be

erected thirty feet above the elevation of the elevated roadway surface nearest the sign; and

ii. A sign that, at a height of forty feet, will have a significant portion of its display surface obscured from view from the travel lanes of the right –of-way to which it is oriented, may be increased to a maximum of fifty-five feet.

2. The applicant for relocation of a sign under the provisions of Paragraph (1) must submit to the Department a written application for administrative review. The application must include:

a. A site plan;

b. An elevation drawing;

c. Evidence that the sign, at its existing or previous location, received all necessary approvals and permits, and that the approvals and permits remain valid;

d. A request for the waiver of any and all requirements and limitations of this Section pertaining to distance separation and location that cannot otherwise be met with the sign as relocated:

e. A request for any desired increase in the height of the sign that may be permitted under Subparagraph(e) of Paragraph (1);

f. A justification letter that includes the reason for removal and relocation; and

g. Any other information required by the Director.

3. If the Director determines that the relocation of the off-premise sign;

a. Conforms to the conditions set forth in Paragraph (1), the Director shall provide written notice of approval to the applicant, with a copy to the office of the City Council. Within ten days after the notice is mailed or delivered, the applicant may proceed to apply for building permits, unless within that time a member of the City Council files with the Director a request for the Council to review the approval. If such a request to review is filed, the application must first be reviewed and approved by the council prior to issuance of any building permits.

b. Does not conform to the conditions set forth in Paragraph (1), the normal Special Use Permit and Variance requirements and limitations will apply. Any determination by the Director that the relocation of an off-premise sign does not conform to the conditions set forth in Paragraph (1) is not subject to appeal.

4. In connection with an application to relocate an off-premise sign pursuant to Paragraph (1), the requirements and limitations of the Section pertaining to distance separation and location may be waived by the Director, or in connection with City Council review pursuant to Subparagraph (a) of Paragraph (3), notwithstanding any other provision of this Title, upon a determination that the relocation, under the circumstances, will not have a materially different impact on surrounding properties and uses than the existing sign.

5. Unless otherwise indicated in a written notice of approval pursuant to Subparagraph (a) of Paragraph (3), conditions of approval from any previous Special Use Permit and Variance applications pertaining to the sign at its existing or previous location will apply to the relocated sign, and additional conditions may be added as appropriate.

6. A demolition permit must be obtained for the removal of an existing off-premise sign prior to removal. A building permit must be obtained and constructed related to the relocation of the sign completed within six months after issuance of the demolition permit, unless the Director grants an extension of time.

7. For purposes of this Subsection (F), the "relocation" of a sign includes both the re-erection of a sign at a replacement location and the erection of a new structure at that location.

G. Adjustments, Relocations And Modifications Of Signs Near Freeways

1. The Director shall have the authority to grant approval, by means of a Minor Site Development Plan Review under LVMC 19.16.100(F), to do any of the following regarding an off-premise sign within 660 feet of any highway classified by the State of Nevada as part of the interstate or primary highway system, and, subject to the provision of Paragraph (3) of this Subsection (G), no Special Use Permit or public hearing shall be required in connection therewith:

a. Adjust the height or angle of an off-premise sign to a height or angle that:

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

ii. Is not more than 45 feet above the noise abatement improvement project, measured from the tallest point of the improvement project to the top of the sign; and

iii. Is not more than 65 feet from the existing grade at the base of the sigh to the top thereof;

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

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

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

3. Action by the Director under this Subsection (G) shall be subject to the appeal provision of LVMC 19.00.080(N) and those governing Minor Site Development Plan Reviews under LVMC 19.16.100(F).

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

MOTOR VEHICLE DEALERSHIPS, TEST DRIVING ROUTE PLANS 19.12.130

In order to facilitate the enforcement of LVMC 11.22.160, each motor vehicle dealership within the City that is engaged in Motor Vehicle Sales (New) or Motor Vehicle Sales (Used) shall file with the Department, for administrative approval, a test-driving plan showing which streets are proposed to be used for the test-driving of vehicles by customers and potential customers of that dealership. This requirement shall be considered to have been satisfied by new or existing dealerships that file such a plan in connection with a condition of zoning approval. For other new or existing dealerships, the requirement must be satisfied within six months after notice from the City to file such a plan. Any changes to an approved plan must be submitted to and approved by the Department. The failure of a dealership to comply with the provisions of the Section shall be grounds for disciplinary action against the dealership's business license.

19.14

Nonconforming Uses and Structures

Unified Development Code
Title 19

19.14
Nonconforming Uses and Structures

19.14.010 Intent 379

19.14.020 Applicability 379

19.14.030 Regulations 379

19.14.040 Expansion of a Nonconforming Use in a Conforming Building 381

19.14.050 Nonconforming Uses and Buildings - Restoration After Damage 381

19.14.060 Building - Abatement in "R" Residential Districts 381

19.14.070 Renewable Energy Systems and Nonconforming Uses and Buildings 381

19.14.080 Nonconforming Signs 381

19.14.090 Non-conformity Resulting From City Action 383


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E-MAIL

INTENT 19.14.010

Within the zoning districts established by this Title, there may exist lots, structures and uses of land which were lawful before the effective date of this Title or an amendment thereto and which would be prohibited, regulated, or restricted under the terms of this Title. It is generally the intent of this Title to permit these nonconformities to continue until they are removed or abandoned, or until such earlier time as they are ordered to be removed, but not to encourage their survival. It is further the intent of this Title, that such nonconforming lots, buildings, or uses shall not be enlarged upon, expanded or extended, except as otherwise specifically provided, and that such nonconforming lots, buildings or uses may not be used as justification for adding other lots, buildings or uses prohibited elsewhere in the same zoning district. Except as otherwise provided, nonconforming uses are declared to be incompatible with permitted uses in the same zoning districts.

APPLICABILITY 19.14.020

The provisions of this Chapter shall apply to lots, uses and buildings which become nonconforming by reason of the adoption of this Title, as well as to any amendment to this Title, as of the effective date of such amendment.

REGULATIONS 19.14.030

A. Nonconforming Use of a Conforming Building

1. **General Provisions.** A nonconforming use of a conforming building shall not be 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 expanded or relocated on the same parcel or within the same commercial subdivision in accordance with 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 separation requirement between that type of use and a protected use;

   c. The adoption of a separation requirement between two uses of that type;

   d. The establishment of a protected use that, by virtue of a separation requirement, would otherwise prohibit the existing use from expanding; 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 of a nonconforming use or relocation of the same use on the same parcel or within the same commercial subdivision qualifies under Paragraph (1) of this Subsection (A), the nonconforming use may be expanded or relocated on the same parcel or within the same commercial subdivision if the proposed expansion or relocation:

   a. Will not increase the size or extent of the use by more than 50%; and

   b. Will not require a Variance or Waiver regarding any other provision of this Title, 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 abandoned for a period of one year, 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 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 on 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. 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.

B. Nonconforming Use of a Nonconforming Building

The nonconforming use of a nonconforming building legally existing on the effective date of this Title or an amendment thereto may be continued subject to the following conditions:

1. Unoccupied Structure. A nonconforming building occupied by a nonconforming use which is or becomes vacant and remains unoccupied for one year, shall not be occupied thereafter, except by a use which conforms to the use regulations of that zoning district.

2. Expansion of Use. A nonconforming use of a nonconforming building may be extended or expanded into any other portion of the nonconforming building, provided no structural alterations are made thereto, except those required by law or ordinance.

C. Additions to Nonconforming Buildings

The Director may approve additions to nonconforming buildings when the nonconformance is a result of inadequate setbacks and provided that the addition conforms to all other provisions of this Title. The addition shall not encroach beyond the encroachment of the existing building, must be located in either a side or rear yard, and must not encroach more than 50 percent. In addition, the total of all such additions or enlargements shall not exceed more than 50 percent of the size of the original footprint of the structure. Additions may also be approved to nonconforming residential buildings in nonresidential zoning districts. Additions may be approved to any residential building made nonconforming by an action of a public entity. The addition, in either instance, shall be secondary in nature to the existing use on the property and will not substantially perpetuate the nonconforming use.

D. Nonconforming Use of Land

A nonconforming use of land that does not take place within a principal building, legally existing on the effective date of this Title or an amendment thereto 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.

1. Expansion of Use. No such nonconforming use of land shall in any way be extended or expanded either on the same or adjoining property;

2. Discontinuation of Use. If a nonconforming use of land is discontinued for a period of 90 days or changed to a conforming use, any future use of the land shall be in conformity with the provisions of this Title.

EXPANSION OF A NONCONFORMING USE IN A CONFORMING BUILDING 19.14.040

Except as provided in LVMC 19.14.030, a non-conforming use may be continued provided no additions or enlargements are made to the building and no structural alterations are made, except those required by law or ordinance. If such nonconforming use is removed or made to conform, every future use of such building or structure shall be in conformity with all the provisions of this Title.

NONCONFORMING USES AND BUILDINGS – RESTORATION AFTER DAMAGE 19.14.050

A. Use of a Damaged or Destroyed Building

1. Except as otherwise provided in Paragraph (2) of this Subsection (A), a nonconforming use which was located in a building that has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God shall not be continued when the extent of damage or destruction is more than 50 percent of the replacement value of the building.

2. Paragraph (1) of this Subsection (A) does not apply to a use which was made nonconforming by one or more of the following:

a. The adoption of a Special Use Permit requirement for that type of use;

b. The adoption of a 400-foot or 1500-foot separation requirement between that type of use and a protected use;

c. The adoption of a 1500-foot separation requirement between two uses of that type;

d. The establishment of a protected use that, by virtue of a 400-foot or 1500-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.

B. Nonconforming Building

Any nonconforming building which has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God shall be repaired, moved, remodeled or altered entirely in conformity with the provisions of this Title or entirely demolished within a period of ninety days from the date of such damage when the extent of damage or destruction is more than 50 percent of its replacement value. The City Council may extend this period for an additional 90 days, provided the public health, safety and welfare is not jeopardized.

BUILDING - ABATEMENT IN "R" RESIDENTIAL DISTRICTS 19.14.060

Any nonconforming building or structure, which was designed or intended for a use prohibited in any residential district, shall be completely removed or altered and converted to a conforming building and use. Such removal or conversion shall be required when the use or building has reached the age specified in the following table:

Building Type Under International Building Code	Age in Years When Conformance Required
I or II	50
III	40
IV	30
V	20

RENEWABLE ENERGY SYSTEMS AND NONCONFORMING USES AND BUILDINGS 19.14.070

Notwithstanding any other provision of this Chapter, a solar panel and or small wind energy system that is approved as a conditional use or approved by means of special use permit pursuant to LVMC Chapter 19.12 shall not be considered an impermissible expansion or alteration to a nonconforming use or structure under this Chapter. However, nothing in this Section precludes the denial of a Special Use Permit application for a solar panel and or small wind energy system based upon the extent to which the size, scope and impact of the proposed installation or system would impact surrounding properties or would tend to perpetuate the nonconformity in a manner contrary to the intent of this Chapter as described in LVMC 19.16.010.

NONCONFORMING SIGNS 19.14.080

A. Applicability

This Section shall not apply to any sign approved by a Variance, any sign approved as part of a Master Sign Plan, any off-premise sign, or any other sign protected from such provisions by Nevada law.

B. Continued Use Allowed

A lawfully nonconforming sign, as defined in this LVMC 19.18.020, may continue in use, except as otherwise provided in or authorized by this Section. A change in the information on the face of an existing nonconforming sign is allowed if the change does not increase the area of the sign face.

C. Burden of Proof

In any matter in which a property owner(s), sign owner(s), sign user or other person seeks the protection provided to lawful, nonconforming signs under this Section, the burden of proof shall be on the person seeking such protection to prove:

1. The date of erection or installation of the sign;

2. That the sign fully conformed to the sign ordinance then in effect;

3. That the person erecting the sign obtained all necessary permits for the erection of the sign; and

4. That any changes to the sign have been made in accordance with the requirements of this Section and in compliance with all applicable permit requirements.

D. Public Right-of-Way Improvements

The City may require signs to be modified or moved if streets are widened, or for other improvements made in the public-right-of-way. If a nonconforming sign or sign structure is moved under this requirement, it may be re-established on the same site without being brought into conformance.

E. Ownership

The status of a nonconforming sign or sign structure is not affected by changes in ownership.

F. Maintenance and Repair

Sign maintenance, sign repair, and changing of permanent sign faces is allowed so long as structural alterations are not made and the sign is not increased in size.

G. Termination of Nonconforming Signs.

1. Change to a conforming sign. A nonconforming sign or sign structure may be altered to become or be replaced with a conforming sign or sign structure. Once a sign or sign structure is brought into conformance or is replaced with a conforming sign or sign structure, the nonconforming rights for that sign or sign structure are lost and a nonconforming sign or sign structure may not be re-established.

2. Alteration. Except as provided in Subsection (D) above, sign structures that are moved, replaced, or the supporting structure is substantially altered, must be brought into conformance with this Section.

3. Discontinuance. If there is no sign in place on a sign structure or building wall for 12 continuous months, the nonconforming rights are lost and a nonconforming sign may not be re-established. If the sign structure or building wall sign area is unused for less than 12 continuous months, a nonconforming sign may be re-established.

4. Removal. Except as provided in this Section, if a sign or sign structure is permanently removed or intentionally destroyed, replacement signs and sign structures must comply with the current standards.

5. Damaged or deteriorated nonconforming signs. If a sign or sign structure is damaged or allowed to deteriorate to such an extent that the cost of repair or restoration is fifty percent or more of the cost of replacement of such sign, replacement signs and sign structures must comply with the current standards.

H. Optional Registration

1. A sign owner(s) or user may register a lawful, nonconforming sign in accordance with this Subsection. The registration shall be filed on a form provided by the Director, which form shall require at least the following:

a. Sign certificate number (if any);

b. Date of installation of the sign;

c. Address of premises;

d. Location of the sign on the premises (drawing or precise description of location);

e. Dimensions of the sign;

f. For a freestanding sign, the height of the sign; and

g. Photograph of the sign, as it exists at time of filing registration.

2. The Director shall review the registration within 30 days of receipt and shall notify the applicant of any inaccuracies or other deficiencies in the registration. Such inaccuracies or deficiencies shall be noted in the registration file. All provisions of the registration not subject to such a notice shall be deemed to be accepted by the City.

3. In any proceeding in which the legal status of a sign is material, the unchallenged facts set forth in a registration under this Subsection shall be presumed to be true; any facts subject to a notice from the Director questioning the accuracy or other matters shall not receive such protection unless the applicant amends the registration to cure the deficiencies.

NON-CONFORMITY RESULTING FROM CITY ACTION 19.14.090

No action by the City in connection with the acquisition or use of right-of-way or the installation of off-site improvements shall have the effect of rendering a previously conforming lot or structure non-conforming as to lot width, lot area, landscape buffer area or setback requirements.


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19.16

Applications & Procedures


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WEB
E-MAIL

19.16
Applications & Procedures

19.16.010 General Requirements 389

19.16.020 Annexation 393

19.16.030 General Plan Amendment 395

19.16.040 Parcel Map..... 401

19.16.050 Tentative Map 405

19.16.060 Final Map 409

19.16.070 Reversionary Map 415

19.16.080 Vacations 417

19.16.090 Rezoning 421

19.16.100 Site Development Plan 427

19.16.110 Special Use Permit 433

19.16.120 Administrative Deviation 441

19.16.130 Waiver..... 445

19.16.140 Variance..... 447

19.16.150 Development Agreements 453

19.16.160 Temporary Commercial Permit 455

19.16.170 Temporary Sign Permit 459

19.16.180 Home Occupation Permit 461

19.16.190 Model Home Permit 465

19.16.200 Sign Certificate 467

19.16.210 Maintenance Districts..... 471

19.16.220 Unified Development Code Text Amendment 477

19.16.230 Street Name Change..... 479

19.16.240 Review of Conditions 481

19.16.250 Required Review..... 483

19.16.260 Extension of Time 485

19.16.270 Master Sign Plan 487

19.16.280 Appendices..... 491


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E-MAIL

19.16.010

GENERAL REQUIREMENTS

A. Compliance with General Plan

Except as otherwise authorized by this Title, approval of all Maps, Vacations, Rezonings, Site Development Plan Reviews, Special Use Permits, Variances, Waivers, Exceptions, Deviations and Development Agreements shall be consistent with the spirit and intent of the General Plan.

B. Application

1. **Time of Filing.** In order to provide sufficient time for the necessary investigation by the Department, Planning Commission and/or its Secretary and agents, a complete application for the request must be filed as follows:

   a. Applications that are subject to administrative review must be filed in the office of the Department a minimum of 30 days prior to the date of the meeting at which the application would be heard and considered if it Planning Commission and/or City Council review; and

   b. Applications that are subject to Planning Commission and/or City Council review must be filed in the office of the Department a minimum of 30 days prior to the date of the meeting at which the application is to be heard and considered.

2. **Notarized Application.** Applications shall be signed, notarized and acknowledged by the owner of record of the property for which the General Plan Amendment, rezoning or development application is sought. If the property has multiple owners, the applicant shall provide the City with a list of all persons and entities with an ownership interest in the property if not all of the owners have signed the application.

3. **Pre-application Conference.** A pre-application conference with a designated representative from the Department is required prior to submitting an application for a Tentative Map, General Plan Amendment, Vacation, Rezoning, Major Site Development Plan Review, Special Use Permit, Variance or Development Agreement.

4. **Review of Applications.** Following the submittal of an application, staff shall review the application to verify that the information is complete and fulfills application requirements. If the application is not complete, staff will notify the applicant, and the application will not be scheduled on an appropriate agenda until the application is complete.

5. **Discretion Regarding the Acceptance of Applications.** The Director has the discretion not to accept any application which seeks action that is not available under this Title.

C. Fees

Fees charged related to the filing, processing or noticing of applications under this Chapter shall be in accordance with the Fee Schedule, as adopted pursuant to LVMC 19.00.120(A).

D. Posting of Signs

1. **General**

   a. Notification signs shall be posted by the Department or its authorized agent or contractor. An application will not be processed until the applicant has paid the fees established by the City for the posting of signs.

   b. Notification signs shall be posted in conformance with NRS 278.260 as supplemented by this section.

   c. Each notification sign must be of a size not less than four feet high and three feet wide; provided, however, that, in the case of a store frontage, the minimum size of a notification sign placed in the store front window shall be two feet high and two feet wide.

2. **Number of Signs Required**

   a. One notification sign is required for tracts of five acres or less.

   b. The Director may determine that additional notification signs should be posted for each additional five acres or portion thereof.

3. **Timing.** The required number of notification signs shall be posted on the property at least 10 days before the date of the first scheduled public hearing.

4. **Placement of Signs**

   a. The signs must be posted at a prominent location on the subject property and must be easily visible by the general public.

b. Required signs shall remain visible and legible from 10 days prior to the first public hearing and until final action is taken. The applicant is responsible for ensuring compliance with this paragraph once the required signs have been posted.

c. The City or its authorized agent or contractor is responsible for removing the notification signs after the final action on the case.

5. Inadequate Notice. If it is determined that adequate notice has not been provided in accordance with this Subsection, the Planning Commission or City Council may hold the application in abeyance or deny the application.

6. Illegal Removal of Signs. It is unlawful to intentionally or knowingly remove a notification sign that has been posted pursuant to this Subsection or conceal the sign message.

E. Development Impact Notice and Assessment (DINA)

1. Background. Pursuant to 1999 Statutes of Nevada, Chapter 481, ("Chapter 481"), a person who proposes to develop a project of significant impact is generally required to submit an impact statement to the local zoning authority before specified actions can be taken regarding the project. This Section implements the requirements associated with Chapter 481. The impact statement to be required by the City is identified as a Development Impact Notice and Assessment (DINA), and requires the information described in Chapter 481. The required information includes information regarding vehicle trips, student enrollment, sewage generation, water demand, storm water runoff, distance from public safety facilities, existing and planned capacities of service required for the project, and other anticipated effects of the project.

For the purposes of this Subsection, a project is deemed to be a "project of significant impact" if it would create:

a. Tentative maps, final maps or planned unit developments of 500 units or more;

b. Tourist accommodations of 300 units or more;

c. A commercial or industrial facility generating more than 3,000 average daily vehicle trips; or

d. A nonresidential development encompassing more than 160 acres.

2. Applicability. This subchapter applies to all development within the City, except for any project:

a. Located on property which was the subject of a development agreement with a local government, if the agreement became effective before June 8, 1999; or

b. Which was approved before June 8, 1999.

3. Requirements. Before scheduling a pre-application conference in accordance with LVMC 19.16.010(B), a person proposing a development of significant impact in connection with an application for tentative map, rezoning, site development plan review, or a special use permit must meet with agencies and service providers from which the information required for a DINA report must be obtained. At the pre-application conference, the applicant must present to the Department staff, on forms provided by the Department, the agency and provider responses that have been obtained by the applicant. A completed DINA report must be submitted no later than at the time of making an application under this Chapter. The department is authorized to withhold the processing of an application until a completed DINA report has been submitted.

4. Review. Action by the City Council concerning a project of significant impact shall be in accordance with Chapter 481. Pursuant to the provisions of Chapter 481, the City Council may approve a project with respect to which the capacities of roads, sources of water supply or facilities for wastewater and flood control will not be sufficient to support the project if the Council requires the person who proposes to develop the project to carry out appropriate measures of mitigation to substantially reduce the impact of the project on those elements of infrastructure.

F. Projects of Regional Significance

1. Determination. At the earliest stage feasible, the Department shall determine whether a development proposal, proposed zoning map amendment, proposed local land use plan amendment, proposed Special Use Permit, or other proposal qualifies as a "project of regional significance." Where possible, this determination should be made at the time an application is filed for a proposal that requires review at a public meeting.

2. Assessment and Referral. Upon determining that a proposal qualifies as a "project of regional

significance" by reason of its proximity to the boundary of another municipal corporation or an unincorporated area (the "affected local government"), the Department shall refer the proposal to the affected government(s). The referral shall consist of a description of the proposal, copies of any application materials, and an impact statement that includes at a minimum:

a. The number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).

b. The estimated number of pupils that the proposal will add to the enrollment of each elementary school, junior high/middle school, and high school that will be impacted by the proposal.

c. The distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government's plan for capital improvements prepared pursuant to NRS 278.0226.

d. A brief statement setting forth the anticipated effect of the proposal on housing, mass transit, open space and recreation.

3. Comment by affected Local Government(s). Upon receipt of a referral, an affected local government shall have 15 calendar days within which to provide comments to the Department. The comments may propose suggestions for the mitigation of any negative impacts of the proposal on the affected local government.

4. Consideration of Comments. The Department shall, within its discretion, give consideration to any suggestions for mitigation that have been received from an affected local government and, in accordance therewith, shall require or recommend mitigation of the proposal's potential negative impacts on the affected local government to the maximum practical extent. For purposes of this paragraph, "maximum practical extent" means that under circumstances:

a. Reasonable efforts have been made to minimize any negative impacts of the proposal;

b. The costs of compliance with the suggestions for mitigation clearly exceed the potential benefits to the public, or would unreasonable burden the proposal; and

c. Reasonable steps have been undertaken to minimize any potential harm or adverse impacts resulting from the failure to implement the suggestions for mitigation.

5. Report of Findings. The Department shall prepare a written description of the manner in which the suggestions for mitigation by any affected local government(s) were addressed, and shall include the description with or in the staff report regarding the proposal. The description shall be included in the project file for the proposal. The Department shall send the description to any affected locate government that provided comments regarding the proposal, endeavoring to do so by the time that draft staff reports are distributed for the Planning Commission meeting at which the application for the proposal is to be heard.

6. Interpretation of Notification and Separation Requirements. For purposes of applying the distance-separation and property-owner notification requirements of this Title, distances shall be measured, and property owners notified, without regard to jurisdictional boundaries.

G. Treatment of Certain Tabled Applications

Any application under this Chapter that requires a public hearing and that is tabled at the request of an applicant shall expire six months after the last announced public hearing date, unless:

1. Within that period of time, the applicant has requested that the item be scheduled again for hearing; or

2. The motion to table the application specified otherwise.

After an application has expired in accordance with this Subsection (G), the applicant must submit a new application.

H. Recordation of Zoning Actions

In connection with the approval of any application under this Chapter that includes zoning conditions, requirements or limitations, the Department is authorized to record with the County Recorder's Office a notice advising that:

1. Zoning action regarding the property has been taken;

2. Such action is subject to conditions, requirements or limitations; and

3. Inquiry should be made to the City to obtain further information regarding the nature and extent of those conditions, requirements or limitations.

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 Paragraph (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.

19.16.020

ANNEXATION

A. Purpose

The purpose of the annexation procedures is to establish a process for incorporating property into the City of Las Vegas. The City of Las Vegas will consider annexation of any developed or undeveloped property that satisfies the eligibility requirements and provisions of NRS 268.570 to 268.608. The City will also zone newly annexed areas under the appropriate zoning category in accordance with procedures and guidelines contained in this Section and the adopted goals and policies of the City's General Plan.

B. Application

A petition for Annexation shall be made on a form provided by the Department and shall be filed with the Director.

C. Zoning Classification of Newly Annexed Territory

1. General

a. Annexation shall be in accordance with the provisions of NRS 268.570 through 268.608.

b. The following guidelines shall be used to determine the zoning classification of any parcel to be annexed to the City:

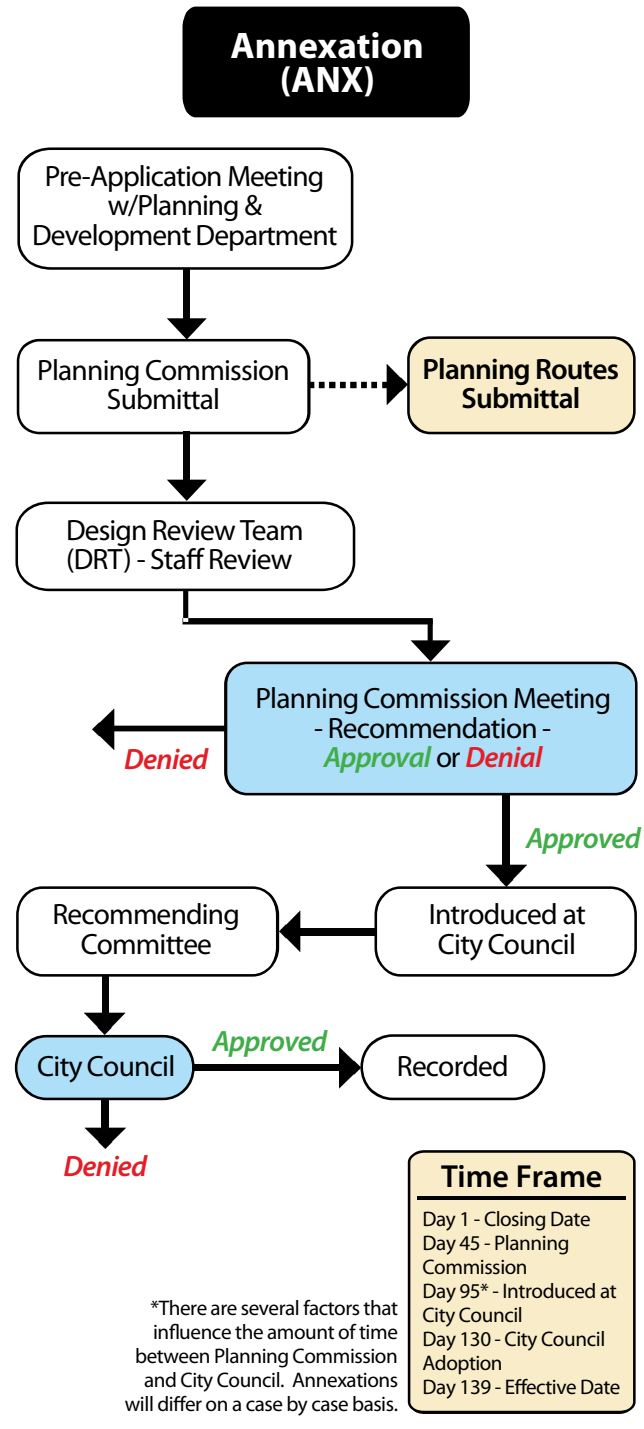
i. Developed. The annexed territory, if developed, shall be classified with the same zoning classification that was in effect on the property prior to annexation or the nearest comparable classification.

ii. Undeveloped. If the property annexed is undeveloped, but is classified for development other than residential uses or for residential uses permitting more than two dwelling units per acre, it shall be classified with the same zoning classification that was in effect on the property prior to annexation or the nearest comparable classification; or the City Council may, as a condition of annexation, change the classification to a more restrictive classification.

iii. Undeveloped and Classified. If the property annexed is undeveloped and classified for residential uses permitting no more than two dwelling units per acre, the parcel shall be classified with

Annexation

Typical Review Process **19.16.020**



the same zoning classification that was in effect on the property prior to annexation or the nearest comparable classification; or the City Council may, as a condition of annexation, classify the parcel(s) as U (Undeveloped) until such time as a proper classification is determined, at which time it may be rezoned under the procedures set forth in LVMC 19.16.090.

iv. **Partially Developed.** If the property to be annexed is partially developed, the property, as described in the above subsections, shall apply separately or collectively to the undeveloped portions and developed portions.

v. **Undeveloped Without Permanent Zoning.** For undeveloped property which has been approved for rezoning by Resolution of Intent or otherwise, but for which the rezoning has not been made permanent by ordinance, the City may, as a condition of annexation, change the zoning to a more restrictive classification.

D. Annexation Process and Procedures

1. **Annexation Process.** Standard annexation of territory must follow the annexation process and procedures established in NRS 268.578 through 268.596.

2. **Alternate Annexation Process.** As an alternative to the procedures set forth in NRS.268.578 through 268.596, the City may annex qualifying territory in accordance with NRS 268.597.

19.16.030

GENERAL PLAN AMENDMENT

A. Purpose

The purpose of this Section is to set forth the procedures by which the Planning Commission and City Council will periodically review and evaluate the General Plan to ensure that it remains an accurate statement of the City's land-use goals and policies based on current data.

B. Authority

Whenever the public health, safety and general welfare requires, the City Council may, upon a resolution of the Planning Commission carried by the affirmative votes of not less than five members, or upon review of a requested General Plan Amendment which has not been approved by resolution of the Planning Commission, change the General Plan land use designation for any parcel or area of land to allow different zoning classifications. Subsequent growth and development factors in the community may be considered, among other factors, when determining whether such amendment to the General Plan promotes the public health, safety and general welfare. For purposes of this Subsection (B), the Planning Commission's resolution may be in the form of a vote reflected in the minutes of the Planning Commission meeting.

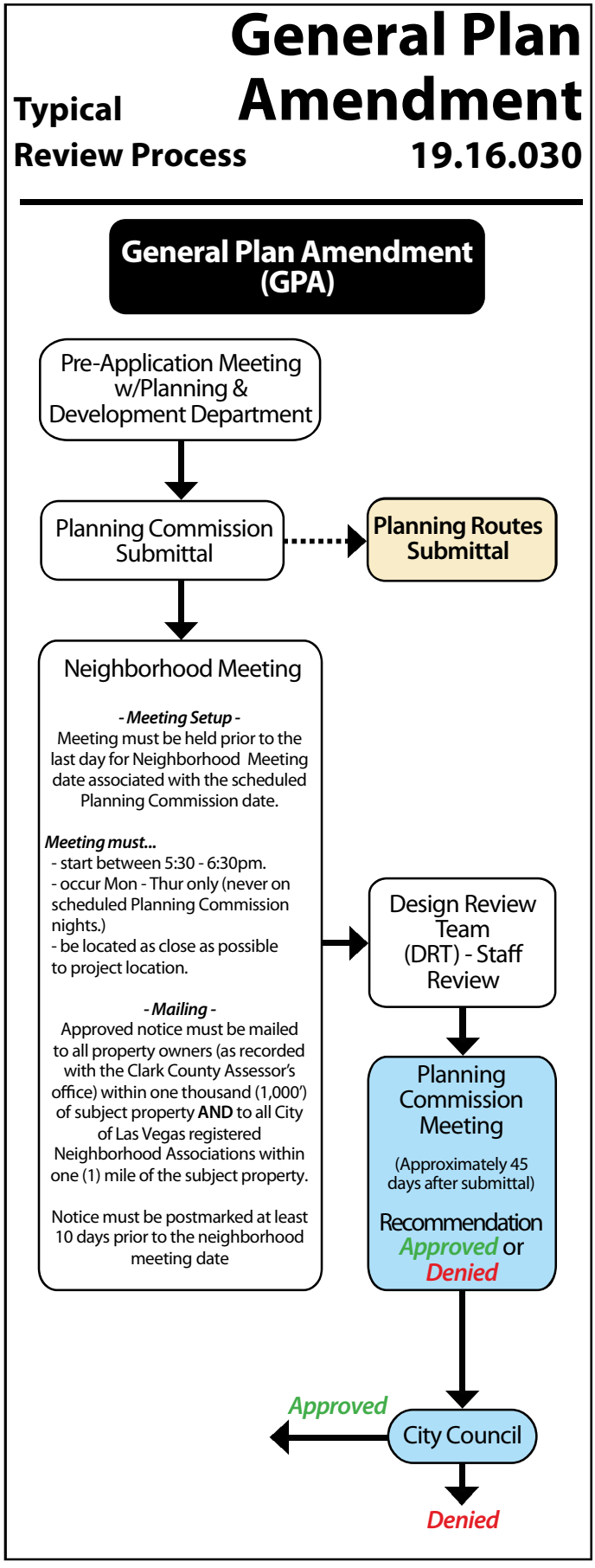
C. Application

1. **Initiation of Application.** A General Plan Amendment may be initiated by the Planning Commission or the City Council, or by means of an application filed by the owner(s) of record of each parcel of property proposed for a General Plan Amendment.

2. **Pre-Application Conference.** Before submitting an application for a General Plan Amendment, the owner or authorized representative shall engage in a pre-application conference with the staff of the Department to discuss preliminary land planning, including land use relationships, density, transportation systems, infrastructure facilities and landscaping and open space provisions.

3. **Form and Filing.**

   a. An application for a General Plan Amendment shall be made to the Planning Commission on a separate application form to be provided by the Department. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. This application shall be filed with the Secretary of



the Planning Commission at the office of the Department.

b. In addition, any application for a General Plan Amendment shall specifically list reasons for the request and state why the proposed amendment works to promote the public health, safety and general welfare of the community. The application shall contain a list of factors requiring comment by the applicant, including:

i. Whether there has been unanticipated growth and development of the community in the area surrounding the application site or growth and development not specifically considered when the General Plan was adopted;

ii. Whether the proposed amendment to the General Plan will allow a zoning classification which imposes burdens similar to the burdens imposed by the classification currently provided for under the General Plan;

iii. Whether the amendment to the General Plan continues to promote the objectives of the General Plan as designated in NRS 278.

4. Other Governmental Ownership. With respect to property which is owned by the State of Nevada or the United States of America, a General Plan Amendment application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has entered into a contract with the governmental entity to obtain ownership of the property.

5. Non-Property Owner. A General Plan Amendment application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the General Plan Amendment is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the General Plan Amendment application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application.

6. Multiple Ownership. In the case of multiple ownership of a parcel, only one of the owners of record shall be required to sign the application. A list of all other owners shall be provided with the application.

7. Quarterly Consideration. In the interest of economy and efficiency in the processing of applications, and in the interest of providing for amendments to the General Plan that are orderly and well-considered in relation to each other and to the public interest, the Director is authorized to process applications to amend the General Plan so that such applications are presented to the Planning Commission and City Council on a quarterly basis. Such applications may be filed at any time, but the Director may withhold the processing of such applications in order to accomplish the purposes of this Paragraph. After its initial presentation to the Planning Commission or City Council, any such application may be held in abeyance to and considered at any subsequent meeting. The Director may withhold the scheduling of related zoning applications until a meeting subsequent to the one at which proposed Plan Amendments are heard.

D. Successive Applications

1. Previously Denied Application. An application for a General Plan Amendment for a parcel in which all or any part was the subject of a previous General Plan Amendment application for the same land use category, a similar category or a less restrictive land use category has been denied, or which has been withdrawn subsequent to the noticing of a public hearing, shall not be accepted until the following periods have elapsed between the date of the denial or withdrawal and the date of the meeting for which the proposed application would be scheduled in the normal course:

a. After the first denial or any withdrawal after public notice has been given – one year.

b. After the second or subsequent denial or withdrawal after public notice has been given - two years.

2. Previously Withdrawn Application. The time periods that are described in Paragraph (1) of this Subsection and that otherwise would become effective because of the withdrawal of an application shall not become effective if, after consideration of the timing and circumstances of the withdrawal, the Planning Commission or the City Council specifically approves the withdrawal without prejudice.

E. Request for Abeyance

Any applicant who wishes to have an application held in abeyance following the notice and posting of the agenda of the Planning Commission or the City Council shall state good cause for the request. Good cause shall be more than mere inconvenience to the applicant or lack of preparation.

F. Planning Commission Public Hearing and Action

1. Hearing. Subject to the provisions of LVMC 19.16.030(C)(7), upon receipt of a complete General Plan Amendment application or an Amendment proposed by the Planning Commission or City Council, the Planning Commission shall hold a public hearing.

2. Notice

a. Notice Provided. Notice of the time, place and purpose of the hearing must be given at least 10 days before the hearing by:

i. Publishing the notice in a newspaper of general circulation within the City;

ii. Mailing a copy of the notice to:

A) The applicant;

B) Each owner of real property located within a minimum of one thousand feet of the property described in the application;

C) Each tenant of any mobile home park that is located within one thousand feet of the property described in the application;

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

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

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

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

c. Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least 10 days before the date of the hearing.

d. Signs. Notification signs shall be posted in conformance with LVMC 19 .18.010(D).

3. Planning Commission Decision

a. A decision to recommend approval of a General Plan Amendment shall be by resolution of the Planning Commission with the affirmative votes of not less than two-thirds of the total membership of the Commission. For purposes of this Subparagraph (a), the Planning Commission's resolution may be in the form of a vote reflected in the minutes of the Planning Commission meeting. The Planning Commission may approve or deny an application for a General Plan Amendment.

b. In making a decision to approve the proposed General Plan Amendment, the Planning Commission shall consider the facts presented at the public hearing and shall make the determinations contained in Subsection (I) of this Section. The Planning Commission may consider recommending:

i. The approval of a more restrictive land use category than that set forth in the application; or

ii. The amendment of fewer than all parcels described in the application to either the land use category requested in the application or a more restrictive land use category, but only if such parcels are distinct legal parcels.

c. Following the hearing, the Planning Commission shall make its decision to either recommend approval or denial of the application.

4. **Notice of Planning Commission Decision.** Following the date of its decision, the Planning Commission shall transmit a report of its recommendation to the City Council. The report shall recite, among other things, the facts and reasons which, in the opinion of the Commission, make the approval or denial of the Amendment necessary to carry out the provisions and general purposes of this Title. A copy of the report shall be mailed to the applicant, agent, or both, at the address(es) shown on the application filed with the Secretary of the Planning Commission. A copy of the report shall also be filed with the City Clerk, acting as agent for the City Council.

G. Burden of Proof

The applicant bears the burden of proof to establish that the approval of a General Plan Amendment is warranted.

H. City Council Public Hearing and Action

1. **Notice and Hearing.** Subject to the provisions of LVMC 19.16.030(C)(7), the City Council shall consider a proposed General Plan Amendment and the recommendation of the Planning Commission thereon at the next available meeting following the receipt of the recommendation. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who were notified by mail of the Planning Commission hearing, or to the current owners of record in the case of properties whose ownership has changed in the interim.

2. **City Council Action**

   a. **Decision.** The City Council may approve or deny a proposed General Plan Amendment. In making a decision to approve the proposed General Plan Amendment, the City Council shall consider the recommendation of the Planning Commission and the facts presented at the public hearing. The City Council may consider:

      i. The approval of a more restrictive land use category than that set forth in the application; or

      ii. The amendment of fewer than all parcels described in the application to either the land use category requested in the application or a more restrictive land use category, but only if such parcels are distinct legal parcels.

   b. **Change to More Restrictive Category.** If at the Council hearing, the applicant proposes amending the application to a more restrictive land use category, the City Council has the option to refer the application back to the Planning Commission for consideration.

   c. **Significant Changes.** If the applicant proposes significant changes to the application during the hearing or if new information is presented that significantly changes the nature and scope of the application, the request should be referred back to the Planning Commission for consideration.

3. **Notice of City Council Decision.** Following the hearing on a proposed General Plan Amendment, the City Council shall reach a decision concerning the proposal. The decision shall include reasons for the decision. Written notice of the decision shall be provided to the applicant, agent or both. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date that notice of the decision is filed with the City Clerk.

I. General Plan Amendment - Determinations

In order to approve a proposed General Plan Amendment, the Planning Commission and City Council must determine that:

1. The density and intensity of the proposed General Plan Amendment is compatible with the existing 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;

3. There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan designation; and

4. The proposed amendment conforms to other applicable adopted plans and policies.

J. Certain Minor Amendments

Notwithstanding any other provision of this Section, the City Council, upon appropriate noticing and public hearing, may amend the General Plan, or any part thereof, without action by the Planning Commission and without limitation as to frequency, in order to:

1. Change a boundary that is based on a geographical feature, including , without limitation, topography, slops, hydrographic features, wetland delineation and floodplains, when evidence is produced that the mapped location of the geographical feature is in error;

2. Reflect the alteration of the name of a jurisdiction, agency, department or district by the governing body, governing board or other governing authority of the jurisdiction, agency, department or district, as applicable, or by another entity authorized by law to make such alteration; or

3. Update statistical information that is based on a new or revised study.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19.16.040

PARCEL MAP

A. Purpose

The provisions of this Section set forth the administrative and procedural requirements for the division of land by a parcel map. The parcel map process does not require Planning Commission or City Council action.

B. Applicability

Whenever a division of real property into four or fewer lots is proposed for purposes of sale, transfer or development the submittal, approval and recordation of a parcel map is required. Parcel maps shall be processed in accordance with the procedures and standards set forth in the remaining sections of this Section.

C. Application -- Form and Copies

The owner of property to be divided by means of the parcel map process shall file with the Director an application on a form to be provided by the Department and made available to the public. The complete parcel map application submission shall be accompanied by a sufficient number of copies, as determined by the Director, of a twenty-four by thirty-two inch original of a parcel map drawing and shall contain the items set forth in Appendix A to this Title.

D. Application -- Review

Upon determining that a parcel map application is complete, the Director shall cause review of the application for a parcel map and obtain comments from other affected departments. This review shall be conducted within the time period specified by NRS Chapter 278.

E. Approval -- Determination

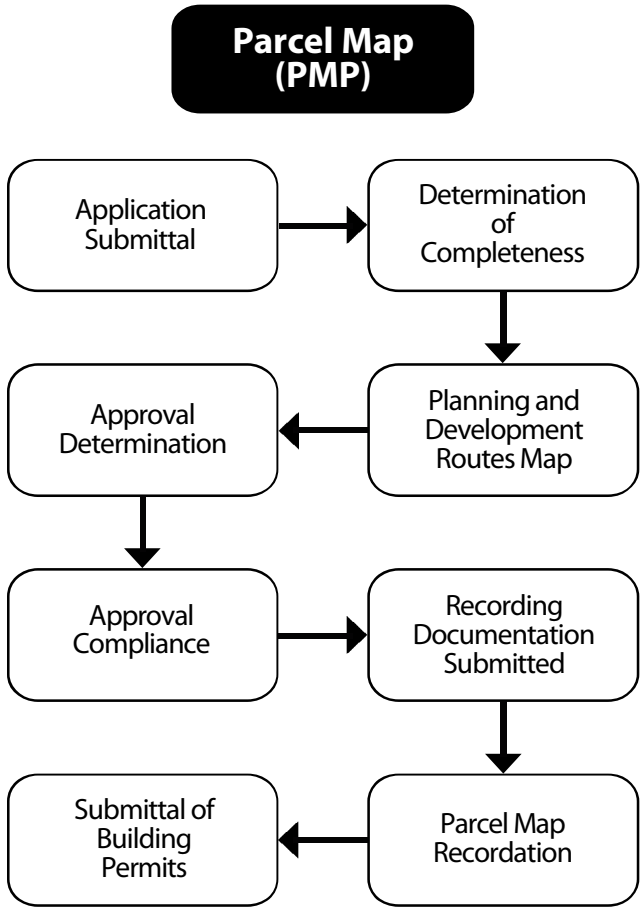
The Director, in conjunction with the Director of Public Works, shall determine whether or not a parcel map complies with this Section. Upon determining, pursuant to this Section, that all conditions and requirements have been met and that all appropriate certification signatures are complete, the Director and the Director of Public Works shall give final approval for the parcel map, sign the appropriate certifications, and release the parcel map for recordation.

F. Approval -- Compliance

Approval of a parcel map shall be contingent upon a determination that the map and the proposed development comply with applicable zoning regulations, the provisions of this Title and all requirements set forth in

Typical Review Process

Parcel Map 19.16.040



Subsections (G) to (S), inclusive, of this Section.

G. Water Supply Systems

Water supply systems shall be installed and maintained in accordance with City standards, Las Vegas Valley Water District standards, Clark County District Board of Health standards or State of Nevada standards, whichever are applicable. Approval of a parcel map does not in any manner ensure the adequacy or availability of future water supplies to service the proposed development.

H. Sanitary Sewer Collection and Disposal Systems

Sanitary sewer collection and disposal systems shall be required, installed and maintained in accordance with City standards. Unless septic systems are permitted by the Clark County Health District, connection to the public sanitary sewer system shall be required. If required improvements are deferred, a public improvements covenant which runs with the land shall be recorded which ensures future installation of any deferred improvements.

I. Public Street Access

All lots resulting from the division of land in accordance with the parcel map process shall have frontage on a public street or access to a public street via a private street or private drive. Public street dedications to ensure lot access or the continuity of necessary public streets adjacent to or through the parcel map site also may be required, as necessary, by the Department of Public Works.

J. Lots Less Than Two And One-Half Acres -- Access By Way of All-Weather Street Required

All lots resulting from the division of land in accordance with the parcel map process that are less than two and one-half acres in size shall have access by way of an all-weather street which meets the requirements of the Air Pollution Control Regulations of the Clark County District Board of Health. Proof of legal access to the parcel map site may be required to be submitted prior to approval of the parcel map.

K. Public Improvements

Except as otherwise specifically provided in this Subsection or in a development agreement, all public improvements adjacent to and, if proposed, interior to the parcel map site shall be fully installed, to current City standards, before the parcel map is released for recordation. The Director of Public Works is authorized to allow the installation of public improvements or any portion thereof to be delayed for any of the following reasons, but only if the applicant provides security, in accordance with Subsection (O), for the installation of all improvements so delayed prior to the release of the parcel map for recordation:

1. The parcel map will create large lots upon which no immediate development is intended;

2. The parcel map site is located more than six hundred sixty feet (one nominal block) from existing full or partial improvements;

3. The parcel map site is located in an area where partial or full public street improvements are not customary;

4. The parcel map site is located in an area where no street improvements currently exist and none have been obligated by means of a public improvements covenant, a covenant running with land agreement, a valid outstanding condition of approval for zoning or site development plan review, a budget appropriation or signed contract, or another similar document or evidence of commitment; or

5. Other extenuating site-related circumstances exist.

L. Dust Control Improvements

The applicant shall be responsible for the installation of all dust control improvements that may be required under applicable law, or the contribution of moneys in lieu of improvements, on all public streets adjacent to the parcel map site. Bonds will not be allowed in lieu of improvements for dust control improvements.

M. Private Street Improvements

Private streets shall be constructed to applicable City standards.

N. Flood Control Requirements

A parcel map site two gross acres or larger in size shall comply with the requirements of LVMC Title 20, relating to flood control. A parcel map site smaller than two acres gross may be required to meet such requirements if the site is determined by the Department of Public Works to be in an area of known flooding or if the site is in an area of unknown flood potential.

O. Completion of Dedication and Required Improvements

Prior to or concurrent with the release of the parcel map for recordation, all dedications and required improve-

ments shall be completed, unless additional time has been granted pursuant to Subsection (K) for the installation of improvements, and security for their installation has been provided. The installation of improvements shall be secured by means of a recorded covenant running with land agreement or as otherwise provided under LVMC Chapter 19.02.

P. Memorandum of Oaths and Certificate of Surveyor

The parcel map shall include the memorandum of oaths described in NRS 625.320 and the certificate of the surveyor required pursuant to NRS 278.375.

Q. Recording -- Documentation Requirements

A parcel map presented for recording shall include the following items:

1. A report from a title company which lists the names of each owner of record of the land to be divided and each holder of record of a security interest in the land to be divided, if the security interest was created by a mortgage or a deed of trust. The report must be updated as necessary so that it is current within seven days of the date the map is released for recording;

2. The written consent of each holder of record of a security interest described in Paragraph (1), consenting to the preparation and recordation of the parcel map. A holder of record may consent by signing the parcel map or a separate document that is filed with the parcel map and that declares his consent to the division of land;

3. Certificates that are in substantial compliance with Appendix E; and

4. All other information required by NRS Chapter 278.

R. Recordation

The parcel map shall be recorded within one year after the map has been approved by the City, or such approval shall become null and void. The approved parcel map and any covenants shall be filed and recorded with the County Recorder prior to the sale or transfer of land that is included within a parcel map. Immediately following recordation of the parcel map, the surveyor (or a designee) shall submit to the Director a reproducible copy of the recorded parcel map or a compatible digital format (or both, if required by the Director).

S. Issuance of Building Permit

No building permit shall be issued for any structure on property within a parcel map land division until:

1. The parcel map has been recorded with the County Recorder;

2. A reproducible copy of the recorded parcel map has been filed in accordance with Subsection (R);

3. All required public streets and easements, including access from public streets to the parcels, have been dedicated; and

4. Required street improvements have been constructed or their construction adequately secured or guaranteed.

T. Appeals

Any person aggrieved by a decision of the Director or the Director of Public Works to approve or deny a parcel map may appeal to the Planning Commission in writing within fifteen days after receiving written notice of the decision. All appeals of parcel map decisions shall be filed with the Director and be accompanied by a nonrefundable fee as set forth in the fee schedule. The Planning Commission shall hear the appeal within thirty days after the appeal is filed. If the appeal is denied, the applicant shall have seven days in which to file an appeal with the City Council. The City Council shall hear the appeal within thirty days after the appeal to the City Council is filed. All appeals granted by the Planning Commission shall be forwarded automatically to the City Council for final action.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19.16.050

TENTATIVE MAP

A. Purpose

The provisions of this Section set forth the administrative and procedural requirements for the subdivision of land by means of a tentative map. The tentative map process requires Planning Commission review and action.

B. Applicability

Whenever a division of land is proposed that does not meet the criteria for a parcel map, the applicant shall file a tentative map of the proposed subdivision with the Secretary of the Planning Commission at the office of the Department. The preparation and submission of a tentative map shall be in compliance with the provisions of NRS Chapter 278 and any additional regulations contained in this Title.

C. Conformance with Zoning Requirements

1. No application for a tentative map is eligible for approval unless it is determined that the proposed subdivision will be in conformance with all applicable zoning regulations, including all applicable provisions of this Title; the zoning classification of the site; and all zoning, master plan or site plan approvals for the site, including all applicable conditions that are in effect. If the proposed subdivision will not so conform, the Director is under no obligation to accept or process an application for a tentative map until the applicant has made any necessary application for rezoning or site development plan review, or both; the Planning Commission has made a recommendation in support of the zoning-related application(s); and a City Council hearing date has been set for the zoning-related application(s).

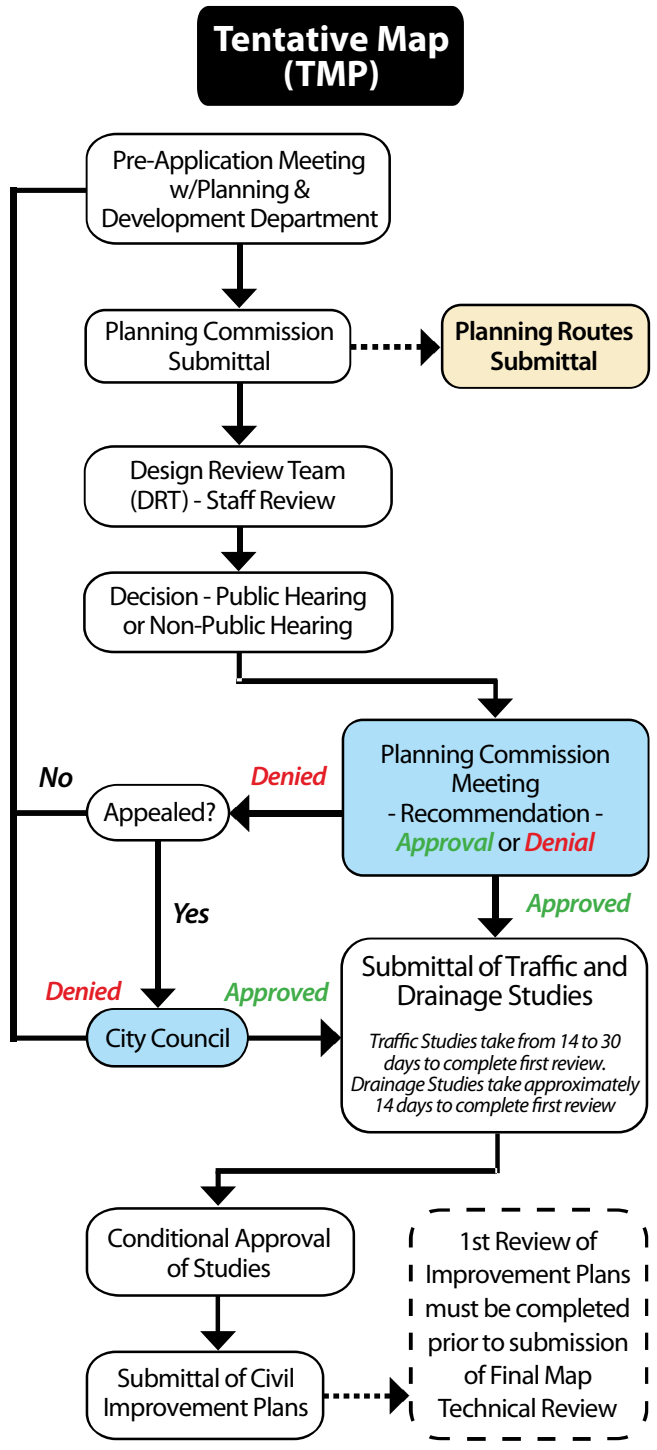
2. In cases where approval of a rezoning or a site development plan review by the City Council is necessary before a tentative map can be approved:

a. The Director shall withhold presentation of the tentative map to the Planning Commission until at least two weeks after the City Council's final approval of the rezoning or site development plan review application, or both; and

b. The Director may extend the time for reviewing the tentative map if the Council's rezoning or site development plan approval requires that additional issues be addressed or changes made before map approval can occur.

Typical Review Process

Tentative Map 19.16.050



3. In cases where a rezoning is unnecessary and the Planning Commission is authorized to take final action on a site development plan review, the Director shall withhold presentation of the tentative map to the Planning Commission until at least two weeks after the Planning Commission has approved the application for site development plan review.

4. The Director's obligation to withhold action or ability to extend time under Paragraph (2) is subject to the time limits referred to in NRS 278.350, as they may be extended by mutual consent. In addition, the Director's failure to comply with any obligation described in this Subsection shall not be deemed a violation subject to criminal or administrative action and shall not invalidate any action taken.

D. Procedure.

Tentative maps shall be processed in accordance with the procedures and standards set forth in the remaining sections of this Section.

E. Pre-Application Conference Required

Before submitting an application for tentative map, the subdivider or a representative shall attend a pre-application conference with the Department to obtain the Department's assessment of the proposed tentative map and notice of any changes necessary to bring the application into conformance with City requirements.

F. Application -- Form -- Copies

A complete application for a tentative map shall be made to the Planning Commission on a separate application form to be provided by the Department. An application for a tentative map shall be accompanied by a sufficient number of copies, as determined by the Director, each twenty-four by thirty-six inches in size, of a tentative map drawing and contain the items set forth in Appendix B to this Title. The drawing shall be made at an engineer's scale and should be such that it will fill no less than seventy-five percent of the sheet. A scale of 1"=20' is preferred, with 1"=40', 1"=100' and 1"=200' the next most preferred scales. If the Director determines that the tentative map will not fit on a twenty-four by thirty-six inch drawing such that all pertinent information is clearly legible, the Director may approve the use of a larger map size that does not exceed thirty-six by forty-eight inches.

G. Application -- Determination of Completeness

The Director shall determine if the application is complete and includes all required data and information necessary to conduct a complete evaluation. Within five working days after submittal of a tentative map application, the Director shall:

1. Accept the application as complete and begin the review process, scheduling the map for consideration on the next available Planning Commission agenda; or

2. Provide written notice to the applicant specifying the deficiencies of the application. Such notice is sufficient if it has been delivered, mailed or faxed to the applicant. The Director shall take no further action on the application until the deficiencies are remedied.

H. Application -- Review

Upon determining that the tentative map application is complete, the Director shall cause review of the application and preparation of a staff report. The Director shall coordinate the review of the application by other departments and shall incorporate appropriate recommendations by those Departments into the staff report. The report shall be made available to the applicant, if possible, at least five days before the Planning Commission meeting for which the application is scheduled to be heard. The Director shall recommend any changes in the design of the proposed subdivision necessary to achieve the purposes of this Title.

I. Tentative Map Requirements

A tentative map shall indicate, without limitation:

1. Demonstration of compliance with the necessary traffic circulation and access requirements set forth in this Title, including those relating to streets, access points, driveways, and site visibility restriction zones, as well as compliance with LVMC 19.02.170 and 19.02.280;

2. Demonstration, by means of preliminary drawings, of compliance with good traffic control practices and applicable standards and ordinances, as determined by the Traffic Engineer;

3. Demonstration of compliance with the requirements of the Title regarding residential parking, walls and landscaping; and

4. Demonstration of how each parcel will be served by the public sewer system including the proposed sanitary sewer layout.

5. Any and all trails that are necessary to be provided

in accordance with the City's Master Plan and ordinances.

J. Proposed Perimeter Grades

1. It is the intent of the City to minimize to the extent possible those instances in which grade changes result in large expanses of monotonous walls facing adjacent property or public streets. Type "B" and Type "C" drainage and cross-fall streets, while undesirable, may be allowed on a case-by-case basis as measures to mitigate large expanses of monotonous walls.

2. Each tentative map application must include, for all sites, a legible schematic cross section drawing which:

a. Has a minimum size of eleven inches by seventeen inches and a maximum size of twenty-four inches by thirty-six inches;

b. Has an exaggerated vertical scale, with labeled horizontal and vertical dimensions at the property lines;

c. Shows the maximum grade differentials;

d. Includes the existing and proposed condition elevations on the cross sections;

e. Includes cross sections that extend a minimum of one hundred feet beyond the limits of the project at each property line, showing the location and finish floor elevations of adjacent structures. Measurements shall be made from the centerline of adjacent streets, or from the property line where no street exists. The Department may require cross sections for up to one hundred feet beyond the property line or the centerline of an abutting street, whichever is greater; and

f. Includes cross sections, to scale, for maximum wall heights, typical wall heights and wall elevations.

3. When considering the tentative map application, the Planning Commission shall take into account the submitted plan of proposed project perimeter grades. Approval of the tentative map shall constitute approval of the associated plan of project perimeter grades.

4. If the final drainage and grading plan for the project changes an approved plan for project perimeter grades by more than two feet in either direction, as determined by the Director or by the Director of Public Works, the tentative map and a new project perimeter grade plan must be reviewed and approved by the Planning Commission as in the first instance. Nothing in this Paragraph (4) affects the application of the maximum retaining wall height limitations contained in this Title.

K. Parks And Playgrounds In Lieu Of Residential Construction Tax

A subdivider who desires to construct parks or playgrounds in lieu of paying the residential construction tax described in LVMC Chapter 4.24 shall show such parks or playgrounds on the tentative map, demonstrating that the parks and playgrounds will conform to all applicable City standards, regulations, plans and policies regarding the construction of such facilities in lieu of paying the tax.

L. Forwarding Copy of Map

1. In connection with an application for tentative map that proposes to subdivide land within one mile of the boundary of an unincorporated area of the county, the City shall forward a copy of the proposed map to the Clark County Planning Commission or its designated representative, as required by NRS 278.345.

2. In connection with any application for tentative map, the City shall forward a copy of the proposed map to the Clark County School District and to any general improvement district in which the property is located, as required by NRS 278.346 and 278.347.

3. Comment and action by the agencies described in this Subsection concerning the proposed map shall be in accordance with and subject to the provisions of NRS 278.345 to 278.347, inclusive.

M. Planning Commission Review

The Planning Commission shall conduct its review and take action on the application for tentative map in accordance with NRS Chapter 278, and within the time frames set forth in NRS 278.349 and 278.350.

N. Revisions or Amendments to Tentative Map

In the event that Planning Commission approval of a tentative map is contingent upon significant revisions or amendments, the applicant shall submit to the Director four new prints of the revised tentative map incorporating such revisions or amendments before the submission of an application for final map.

O. Recordation Time Limits

1. If a final map is not approved and recorded within:

a. Two years following the date of approval of the tentative map;

b. One year following the date of approval of a previously-recorded final map covering a portion of the tentative map; or

c. One year following an extension of time granted pursuant to Subsection (P) of this Section, the tentative map application and approval shall lapse and a new tentative map shall be required.

2. For a phased project, the first of a series of final maps covering a portion of the approved tentative map must be approved and recorded within two years following the date of approval of the tentative map. Subsequent final maps must be approved and recorded within one year following the date of the approval of the previously recorded final map, unless an extension is granted pursuant to Subsection(P) of this Section, or all further proceedings concerning the subdivision shall be terminated.

P. Recordation Extension of Time

By delegation, the Director, upon application, may grant a single one-year extension of time within which to present and record a final map or any one of a series of final maps covering a portion of the tentative map, except that no extension may be granted if a final map, or the first in a series of final maps, is not recorded within two years following the date of approval of the tentative map. In order to qualify for an extension of time under this Subsection, application therefore must be made prior to expiration of the approval.

Q. Appeals

Any person aggrieved by the final action of the Planning Commission with respect to a tentative map may appeal that action, in writing, to the City Council within seven days after receiving written notice of the decision. All appeals shall be filed with the Director and be accompanied by a nonrefundable fee as set forth in the fee schedule. The City Council shall hear the appeal within thirty days after the appeal is filed.

19.16.060

FINAL MAP

A. Purpose of Provisions

The provisions of this Section set forth the administrative and procedural requirements for the subdivision of land by a final map. The final map process requires review and action by the Director, the Director of Public Works, and, in some cases, the Planning Commission.

B. Required

A final map, prepared in accordance with the approved tentative map, or a series of final maps each covering a portion of an approved tentative map, shall be submitted in compliance with the provisions of NRS Chapter 278, LVMC 19.16.050 (O), and the additional regulations contained in this Title.

C. Application -- Fee

A final map application shall be submitted to the Department, along with the fee set forth in the fee schedule. The fee shall be nonrefundable. The application initially shall be processed under the final map technical review process described in this Chapter.

D. Application -- Form -- Copies

1. Application for a final map shall be made on a form established by the Director and made available to the public. The application must be accompanied by a sufficient number of copies, as determined by the Director, of a twenty-four by thirty-two inch original of the final map drawing. In order to be accepted for review under the final map technical review process, the final map application must:

a. Demonstrate compliance with Subsections (N) to (U), inclusive, and Appendix C to this Title;

b. Include documentation from the Department of Public Works that:

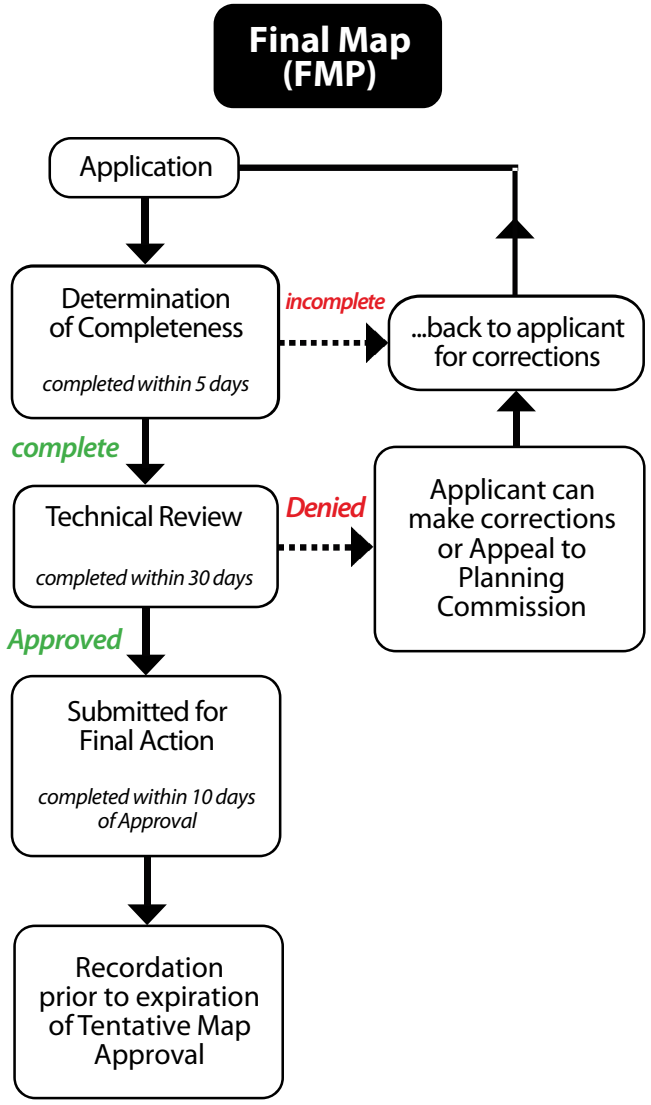
i. A drainage plan and technical drainage study is not required or that the required plan and study have been approved by the Department of Public Works; and

ii. A traffic impact analysis is not required or that the traffic impact analysis has been approved by the Department of Public Works.

2. In order to be deemed complete, the final map application must have been reviewed and approved

Typical Review Process

Final Map 19.16.060



in connection with the final map technical review process described in this Section.

E. Application -- Determination of Completeness

1. The Director shall determine if the application is in proper form and includes all required data and information necessary to conduct the final map technical review in accordance with this Section. Within five working days after submittal of a final map application, the Director shall:

a. Accept the application as being in proper form and containing the necessary information, and begin the final map technical review process; or

b. Provide written notice to the applicant specifying the deficiencies of the application. Such notice is sufficient if it has been delivered, mailed or faxed to the applicant. The Director is under no obligation to take further action on the application until the deficiencies are remedied.

2. If the Director determines that the application is in proper form and contains the necessary information, the Director shall, within the review period, perform the final map technical review, which consists of determining whether the application conforms with the tentative map approved by the Planning Commission, the requirements of NRS Chapter 278, and the provisions of this Title. In connection with that determination, the Director may approve the final map technical review, deny it, or approve it subject to conditions designed to bring it into conformance.

3. Except as otherwise provided in Paragraph (4), the review period described in Paragraph (2) consists of the thirty-day period following the determination that a final map application is in proper form and contains the necessary information.

4. The review period:

a. Does not apply if the Director elects to refer the final map technical review to the Planning Commission to decide if there is compliance with the tentative map or a condition thereof;

b. Does not apply if the subdivider elects to have an adverse decision by the Director concerning the final map technical review considered by the Planning Commission to decide if there is compliance with the tentative map or a condition thereof; and

c. May be waived by the subdivider in order to allow the subdivider additional time to demonstrate that the final map technical review should be approved.

F. Application -- Approval or Denial

1. Upon approval of the final map technical review, the final map application and final map itself may be submitted for final action by the Director. The Director shall review the application and map for conformance with the final map technical review. Except as otherwise provided in Paragraph (2), the Director, within ten days, shall either approve or deny the application and final map.

2. The ten-day period may be waived by the subdivider in order to allow the subdivider:

a. Additional time to demonstrate that the final map should be approved; or

b. As an alternative to denial of the final map by the Director, an opportunity to have the Planning Commission review or consider the final map.

G. Recordation -- Requirements and Conditions

After a final map has been approved, the applicant shall make those modifications necessary to ensure compliance with any conditions imposed by the Director or by the Planning Commission. The Director, together with the Director of Public Works, shall be responsible for determining compliance with all requirements before a final map may be released for recordation. Before signing the final map certificate, the Director must determine that all requirements and conditions have been met, including:

1. Submittal of a corrected final map, if appropriate;

2. Completion of all certification signatures in substantial conformance with Appendix E;

3. Dedication of all easements and rights-of-way approved for inclusion on the final map, and vacation of all existing easements and rights-of way not to be included on the final map;

4. Completion of all public improvements and common area improvements associated with the subdivision, as required by the City, unless the subdivider elects to enter into an agreement with the City to make such improvements pursuant to LVMC Chapter 19.02;

5. Approval of a phasing plan or development agreement, if required by LVMC Chapter 19.02;

6. Payment of all applicable inspection and developer fees and posting of all required bonds or documents of security;

7. Execution of all required agreements; and

8. Submittal of a one inch equals two hundred foot scale version of the final map drawing or a copy of such drawing in compatible digital format.

H. Traffic Studies or Drainage Studies -- Submission and Approval Required

For any subdivision concerning which traffic studies or drainage studies have been required in connection with zoning or other development approval, those studies must have been submitted and approved before the subdivider submits improvement plans pursuant to this Section. The Department of Public Works may require the traffic and drainage studies be submitted in an electronic format. The improvement plans must take into account and be based upon those approved studies.

I. On-Site and Off-Site Improvements Permits

Following approval of a final map, permits for the construction of on-site and off-site improvements may be granted:

1. Upon approval of the following plans, as applicable, by the Department of Public Works:

   a. All public and private street plans, including profiles;

   b. All sewer, storm drains and water plans, including profiles;

   c. All street lighting and traffic plans;

   d. All drainage plans;

   e. All parks plans; and

2. Upon approval by the Director of the plans for any common area improvements or private improvements, other than private streets, which have been required to be installed by the City in connection with development approval.

J. Recordation -- Title Company Report -- Consent of Holders of Record

A final map presented for recording shall include the following items:

1. A report from a title company which lists the names of each owner of record of the land to be divided and each holder of record of a security interest in the land to be divided, if the security interest was created by a mortgage or a deed of trust. If for a common-interest community, as defined in NRS 116.110323, said report shall show that there are no liens of record against the property or any part thereof for delinquent state, county, municipal, federal or local taxes or assessments collected as taxes or special assessments. The report must be updated as necessary so that it is current within seven days of the date the map is released for recording; and

2. The written consent of each holder of record of a security interest described in Paragraph (1), consenting to the preparation and recordation of the final map. A holder of record may consent by signing the final map or a separate document that is filed with the final map and that declares his consent to the division of land.

K. Monuments

Monuments must be set before the final map is recorded unless the subdivider furnishes a performance bond or other suitable assurance to the City guaranteeing that the monuments will be set by a land surveyor on or before a date certain. Monumentation shall comply with the specifications set forth in Appendix D to this Title.

L. Recordation -- Time Limits

The provisions of NRS Chapter 278 and this Title shall govern the time within which a subdivider must record a final map or obtain any extension of time therefor. The subdivider shall be responsible for the timely filing of any extension request.

M. Plans and Specifications -- Documents and Information Required

Construction plans and specifications related to a final map shall be accompanied by or include the documents and information described in Subsections (N) to (U), inclusive, of this Section. Such plans and specifications shall be submitted to and approved by the Director of Public Works prior to start of construction of any improvements.

N. Plans and Specifications -- Plan Sheets

All subdivision construction plans and specifications shall be sealed by an engineer licensed in the State of Nevada and shall comply with City standards. Any deviation from City standards must be noted on the plans. In order to obtain a deviation, the request for deviation must be included in a letter to the Director of Public Works which outlines each deviation and the reasons for requesting the deviation. Plans and specifications shall clearly indicate the distinction between existing and proposed improvements, and each plan sheet shall carry in the lower right-hand corner the name of the subdivision, the type of design shown on the plan, the name of the streets shown on the plan, the name of the engineer, the date, the sheet number and any other information deemed necessary by the Director of Public Works. Each plan sheet shall have a north arrow and indicate the scale used. Submitted plans shall be on original reproducible sheets, mylar preferred, with permanent ink, and shall be twenty four inches by thirty-six inches in dimension. A compatible digital format copy of the approved plans may be required by the Department of Public Works.

O. Submission of Street Plans, Profiles, and Plans for Public Alleys

1. The applicant shall submit street plans and profiles showing curve data, centerline and curb-lines with reference to back of curb, including radius, center angle, tangent and length of curve; curb type; street names; benchmarks; all valley gutters; ADA accommodations; and improvements relating to public transportation. Each profile view shall show the existing ground line prior to construction, percent grades of centerline and centerline elevations at all changes in vertical and horizontal alignment. Any documentation from the City Traffic Engineer that is required by LVMC 19.02.140 shall be submitted with street plans and profiles.

2. The applicant shall submit plans showing any public alleys that are proposed to be dedicated and improved. Public alleys may be included within a subdivision only after consultation with, and approval for inclusion by, the Director of Public Works.

P. Street Lighting

Plans shall indicate the proposed location of each streetlight standard, including pole type and gauge; the number and type of luminaries per pole; luminaire wattage and lamp type; conductor quality, size and insulation type; all underground conduit locations, sizes and types; proposed service connection locations or, if approved prior to submittal, the connection point to an existing street lighting circuit. All equipment and locations shall be in conformance to City standards unless the City Council allows an exception. The installation of conforming lighting may be deferred if the deferral is approved by the City Council and the applicant executes a covenant running with land agreement to secure the installation.

Q. Drainage Patterns

The applicant shall submit sufficient information in the form of maps and profiles prepared by an engineer to indicate the proper drainage of surface water to natural drainage courses or into existing or proposed public drainage-ways. Any modifications to drainage patterns adjacent to the subject site shall also be noted on the plans. If drainage is proposed across lands used as private lots, the location, width and types of rights-of-way and easements shall be indicated on the final map.

R. Sanitary Sewer Collection System

The applicant shall submit sufficient plans and profiles to show all sanitary sewer collection system information necessary to determine compliance with City standards. Each plan view shall show lot lines; lot and block numbers; exact location of wastewater lines with reference to property lines; coordinates for both the location of manholes and house laterals; street names; and benchmark elevations. Each profile view shall show the proposed finished grade above the pipe or, if no street construction is involved, existing ground line; top of manhole elevation; invert elevation; stationing and coordinates (NAD 83) of each manhole; size and type of pipe, percent of grade and distance between manholes.

S. Water Lines, Valves and Fire Hydrants

The applicant shall submit plans showing the exact size and location of all water lines, valves and fire hydrants.

T. Grading Plan

1. The applicant shall submit a grading plan showing:

a. North arrow and scale;

b. Benchmark (City datum);

c. Engineer's dated signature and seal;

d. Existing topography at one-foot contour intervals to extend one hundred feet beyond the tract limits measured from the centerline of adjacent roadways (with the exception that, where grades exceed ten percent, two-foot

contour intervals may be used);

e. Property corners and spot elevations sufficient to show drainage patterns and all conforming conditions;

f. Proposed pad and finished floor elevations;

g. Finished floor elevations of buildings within one hundred feet of the centerline of adjacent roadways or, where no adjacent roadway exists or is planned to exist, the exterior property line of the tract;

h. Proposed curb elevations at grade breaks, beginning and end of curve;

i. Direction of water flow and percent of grade of site;

j. Direction of water flow and percent of grade of existing and proposed drainage ways;

k. Direction of flow, percent of grade and other pertinent features for any off-site drainage improvements which are part of the project;

l. Details of proposed drainage facilities for the lots;

m. Details of all proposed drainage facilities including but not limited to storm drains, pipe sizes, inlets, manholes, valley gutters, swales, berms and easements;

n. Plan and profile drawings of drainage facilities in public rights-of-way or public drainage easements; and

o. Existing walls abutting the subdivision and proposed walls within or adjacent to the subdivision.

2. The grading plan must comply with the cross section drawing required to be submitted with the tentative map pursuant to LVMC 19.16.050(J). The plan shall be considered to be in substantial compliance if the grades are within two feet of the elevations shown on the cross section drawing and tentative map. If actual grading does not conform to the approved grading pan or the requirements of LVMC 19.16.050(J), the Director, or the Director of Public Works, may require the subdivider to re-grade the site or to appear before the Planning Commission for appropriate resolution.

3. The grading plan must comply with the approved drainage study on file as certified by an engineer, and the plan shall include a note indicating such certification.

U. Additional Data

The following data shall be submitted with the plans:

1. Excavation and fill (cubic yards);

2. AC paving and gravel base (square yards);

3. Curb and gutter (lineal feet);

4. Sidewalk (square feet);

5. Valley gutter (square feet);

6. Sewer mains, trunk lines, laterals and connections (size and lineal feet);

7. Manholes (each);

8. Street lighting (each);

9. Water mains (size and lineal feet), water services and number of fire hydrants;

10. Quantity takeoffs in tabular form for public drainage facilities; and

11. Sidewalk ramps (each).

V. Commencement of Construction and Installation Work Relating to Required Public Improvements

The applicant shall notify the Director of Public Works at least twenty-four hours in advance of the scheduled date and time that construction and installation work relating to required public improvements or private streets is to commence. If delays occur, the applicant shall notify the Director of Public Works not less than two hours prior to the rescheduled time.

W. Commercial Subdivisions -- Additional Requirements

In addition to the other provisions and requirements set forth in this Section, a final map for a commercial subdivision shall comply with the following requirements prior to being released for recordation:

1. Within the C-1 District (or its equivalent), the Director of Public Works may require all parcels created through the commercial subdivision process to have perpetual unobstructed access to

driveways servicing the overall subdivision site. For sites larger than ten acres in size, the requirement may be imposed only if the requirement has been recommended in an approved Traffic Impact Analysis. If the requirement is imposed, a note to that effect shall be included on the final map.

2. The on-site sewer system servicing the overall commercial subdivision shall be identified as one of the following types, with the appropriate wording to appear as a note on the final map:

a. A public sewer, with a minimum pipe diameter of eight inches, located within dedicated public sewer easements which are a minimum of twenty feet wide.

b. A common element of the commercial subdivision which is privately owned and which is maintained in accordance with covenants, conditions and restrictions that govern the subdivision.

c. A common element of the commercial subdivision which is privately owned and which is maintained in accordance with a joint use agreement applicable to the subdivision.

3. All subdivided parcels comprising the commercial subdivision shall provide perpetual inter-site common drainage rights across all existing and future parcel limits, and a note to this effect shall appear on the final map.

X. Appeals

Any person aggrieved by the final action of the Director with respect to a final map may appeal that action, in writing, to the Planning Commission within seven days after receiving written notice of the decision. All appeals shall be filed with the Director and be accompanied by a nonrefundable fee as set forth in the fee schedule. The Planning Commission shall hear the appeal within thirty days after the appeal is filed.

19.16.070

REVERSIONARY MAP

A. Amendment of Plats - Generally

Any amendment of a recorded plat, parcel map or other record which changes or purports to change the physical location of any monument, property line or boundary line shall be subject to the requirements of NRS Chapter 278 regarding the amendment of plats.

B. Application -- Review -- Final Action

Any application to revert any final map, parcel map or other instrument to undivided acreage shall comply with the requirements of NRS Chapter 278 regarding the abandonment of maps or reversion of divided land to acreage. The application shall be filed with the Director, who shall be responsible for reviewing and acting upon the application.

C. Merging and Resubdivision of Contiguous Parcels

In accordance with NRS 278.4925, the owner of two or more contiguous parcels may merge and resubdivide the land into new parcels or lots without reverting the preexisting parcels to acreage pursuant to NRS 278.490. The recording of the resubdivided parcels or lots on any map constitutes the merging of the preexisting parcels into a single parcel and then resubdivision into new parcels or lots. For any public street, easement or utility easement that will not remain in effect after the merger and resubdivision, a certificate must be attached to the parcel map or final map indicating that the Planning Commission or Director, as applicable, has determined that the public street, easement or utility easement has been vacated or abandoned in accordance with NRS 278.480. If streets, easements and utility easements are to remain in effect after the merger and resubdivision, they shall be clearly delineated on the map.

D. Final Map of Reversion – Preparation

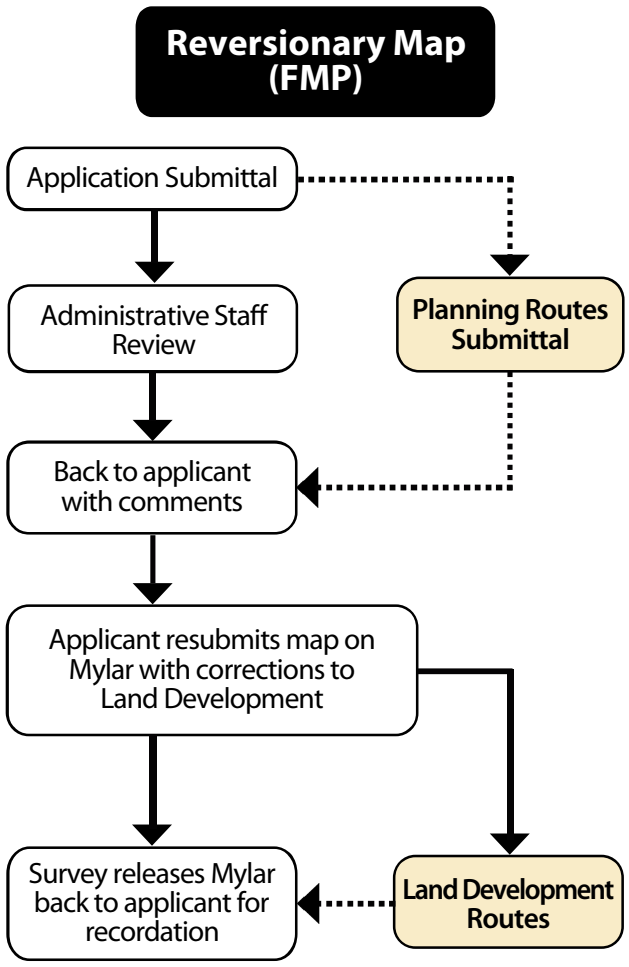
The final map of reversion shall be prepared by a professional land surveyor licensed pursuant to NRS Chapter 625. The surveyor shall include in the required surveyor's certificate all the information required by NRS Chapter 278, including the representation that the map has been prepared from information on a recorded map or maps that are being reverted. The certificate:

1. May include a statement that the professional land surveyor assumes no responsibility for the existence of the monuments or for correctness of other information shown on or copied from the recorded document(s).

Reversionary Map

Typical Review Process

19.16.070



2. Shall include information which is sufficient to identify clearly the recorded map or maps being reverted.

E. Final Map of Reversion -- Legibility -- Copies

The final map of reversion shall be clearly and legibly drawn pursuant to the requirements of NRS Chapter 278. The application shall be accompanied by fourteen copies of a twenty-four by thirty-two inch original drawing which complies with the requirements of that Section.

F. Application – Contents

The application for a map of reversion shall include:

1. A report from a title company which lists the names of each owner of record of the land and each holder of record of a security interest in the land, if the security interest was created by a mortgage or a deed of trust. The report must be updated as necessary so that it is current within seven days of the date the map is released for recording; and

2. The written consent of each holder of record of a security interest listed pursuant to the section above to the preparation and recordation of the map of reversion or abandonment. A holder of record of a security interest may consent by signing the map of reversion or abandonment or a separate document that is filed with the map of reversion or abandonment and declares his consent to the reversion or abandonment, provided the map contains a notation that a separate document has been recorded to this effect.

G. Certificate of Consent

A map of reversion or abandonment must include a certificate, signed and acknowledged pursuant to NRS 111.240, by each person who is an owner of the land, consenting to the preparation and recordation of the map for the purpose of reversion or abandonment.

H. Certificate of Planning Commission Approval

A map of reversion or abandonment presented to the county recorder for recording shall include a certificate by the Secretary of the Planning Commission stating that the Planning Commission approved the map.

I. Lien Deemed Not To Be An Interest In Land

For purposes of Subsections (F) and (G) of this Section, a lien for taxes or special assessment and a trust interest under a bond indenture shall be deemed not to be an interest in land.

J. Reversion of City-Owned Street or Easement

If a map of reversion or abandonment includes the reversion of any street or easement owned by the City or other governmental entity, the applicable provisions of NRS 278.480 shall be followed before approval of the map.

19.16.080

VACATIONS

A. Petitions -- Form – Contents

A public street or easement, or the City's interest in a government patent reservation, may be vacated upon the petition of at least one owner of property abutting the area proposed to be vacated, or upon the initiative of the City. In the case of a petition by an abutting property owner, two copies of a properly signed petition shall be filed with the Secretary of the Planning Commission on a form provided by the Department. The petition shall contain a written statement describing the area to be vacated and the reasons for the proposed request, and either a complete legal description from which the right-of way or other property proposed to be vacated may be plotted or a drawing acceptable to the Department showing an accurate representation of the proposed vacation.

B. Petitions – Sufficiency

A petition for vacation must be accompanied by a deed or other sufficient evidence of ownership. In the case of a City-initiated vacation, an appropriate written request shall be filed and processed as if it were a petition under this Section.

C. Petitions -- Public Record

Upon receipt of a properly executed petition, the Secretary of the Planning Commission shall maintain said petition, together with all pertinent attachments and exhibits, in the permanent files of the Department as a public record.

D. Petitions -- Filing – When

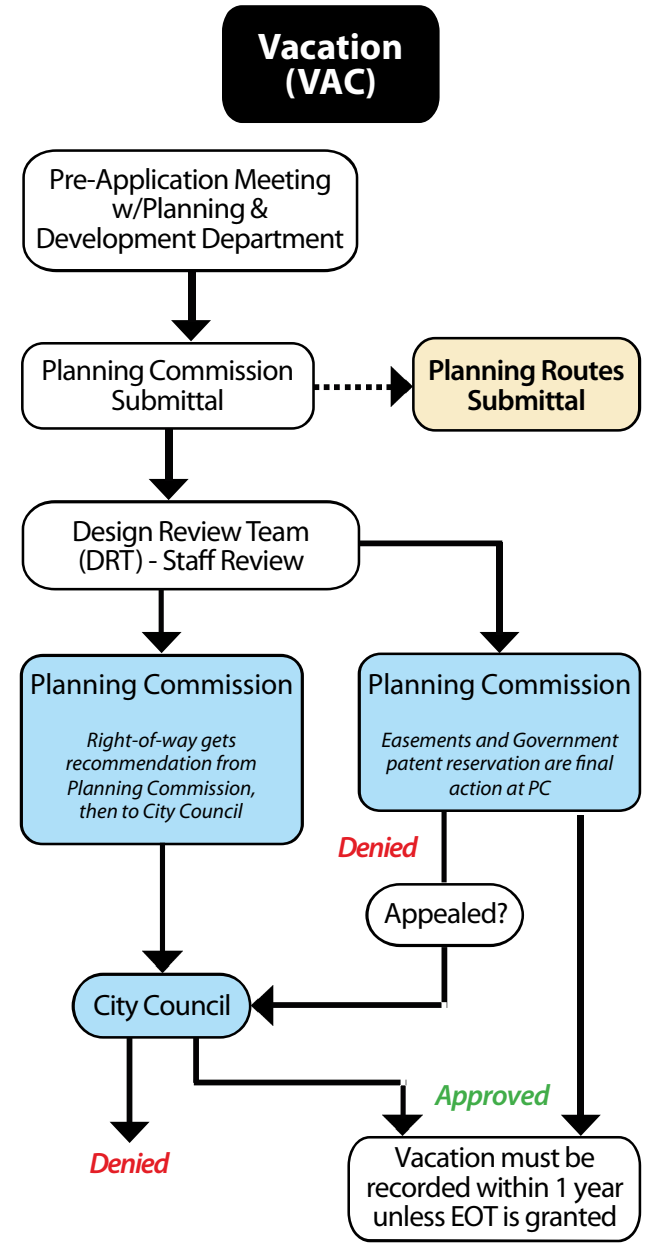
In order to provide sufficient time for the necessary investigation by the Planning Commission and its Secretary and agents, a petition for vacation must be filed with the Secretary of the Planning Commission a minimum of thirty days prior to the date of the meeting of the Planning Commission at which said petition for vacation is to be heard and considered.

E. Public Hearing, Notice And Order Of Vacation – Dedicated Right Of Way

1. In the case of a petition for the vacation of a dedicated right-of-way, the Planning Commission shall hold a public hearing on the petition for vacation. Thereafter, the Planning Commission shall make its finding regarding the petition by way of recommendation, and shall report that recommendation to the City Council.

Vacations

Typical Review Process **19.16.080**



2. The City Council shall consider the recommendation at a public hearing. Not less than ten business days before the public hearing, notice of the hearing, setting forth the extent of the proposed vacation and setting the date of the hearing, shall be:

   a. Sent by mail, sufficient to meet the requirements of NRS 278.480, to each owner of property abutting the proposed vacation; and

   b. Published at least once in a newspaper of general circulation in the City.

3. If, following the public hearing, the City Council is satisfied what the public will not be materially injured by the proposed vacation, it may order the right-of-way vacated. The City Council may make the order conditional, and the order shall become effective only upon the fulfillment of the conditions prescribed.

F. Public Hearing, Notice and Order of Vacation – Easement or Government Patent Reservation

1. In the case of a petition for the vacation of an easement or government patent reservation, the Planning Commission shall hold a public hearing on the petition. Not less than ten business days before the public hearing, notice of the hearing, setting forth the extent of the proposed vacation and setting the date for the hearing, shall be:

   a. Sent by mail, sufficient to meet the requirements of NRS 278.480, to each owner of property abutting the proposed vacation; and

   b. Published at least once in a newspaper of general circulation in the City.

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

G. Continuation of Utility Easements

If a utility has an easement over any dedicated right-of-way which is vacated, the City Council shall provide in its order for the continuation of that easement. In the case of a vacation of the City's interest in a government patent reservation, easements for utilities will not be retained because they are not included within the City's interest and, therefore, are not affected by vacation of the City's interest.

H. Requirements to Be Met Prior to Recordation of Order

Following the approval of a vacation, all applicable City code requirements and design standards of all City departments must be met prior to recordation of the Order of Vacation.

I. Modification of Public Improvements

All public improvements adjacent to or in conflict with any proposed vacation shall be modified, as necessary, at the expense of the applicant or other responsible person, as required by the Department of Public Works. Approval of the vacation may be conditioned upon a requirement that existing public improvements and appurtenances with a potential salvage value be:

1. Removed in a manner designed to protect that value; and

2. Delivered to a City facility for reuse, as directed by the Department of Public Works.

J. Drainage Plan and Technical Drainage Study

Where determined necessary by the Department of Public Works, a drainage plan and technical drainage study shall be submitted by the applicant to and approved by that department prior to recordation of an order of vacation. All drainage easements recommended within the approved drainage study shall be retained.

K. Signage

As and to the extent deemed necessary by the Department of Public Works, the applicant or other responsible person shall install appropriate signage to clearly state that the area vacated is private property and shall construct appropriate off-site improvements or erect barricades to block through traffic movements.

L. Removal of Streetlights

All public streetlights located within the vacation area shall be removed and delivered to the City Electrical Yard by the applicant or other responsible person, as required by the Department of Public Works. The applicant or other responsible person shall pay all costs associated with the rerouting of conduits and electrical circuits and any additional electrical service which is required to maintain the continuity of surrounding streetlights.

M. Dedication of Radius Corners

Where needed to provide proper transition of right-of-way, the applicant or other responsible person shall dedicate radius corners as required by the Department of Public Works prior to recordation of an order of vacation.

N. Order Not Recorded Until All Requirements Met – Exception

An order of vacation shall not be recorded until all the requirements imposed on the vacation have been met, except that any requirement may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with LVMC 19.02.130((E).

O. Time Limitation on Recordation

If the order of vacation is not recorded within one year after approval by the City Council or within such additional time as may be granted by the Director, approval of the vacation terminates and a new petition must be submitted.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E-MAIL

19.16.090

REZONING

A. Purpose

The purpose of this Section is to set forth the procedures by which the Planning Commission and City Council will periodically review and amend the Official Zoning Map Atlas of the City to ensure that it meets the goals and objectives of the General Plan and related land use policies and plans.

B. Authority

Whenever public necessity, safety and general welfare may require, the City Council may, upon recommendation by the Planning Commission, rezone any parcel or area of land within the City from one zoning district to another when the rezoning will conform to the General Plan and the requirements of Subsection (K) of this Section.

C. General Plan Amendment

If a proposed rezoning will not conform as to use or density, the application may not be approved unless the General Plan is amended first to accommodate the proposed rezoning. The applicant may submit an application to amend the General Plan and an application for rezoning at the same time, and the applications may be heard concurrently.

D. Minimum Site Requirements

Property which is proposed to be rezoned to the following zoning districts must meet the minimum criteria denoted below in order to be considered for rezoning:

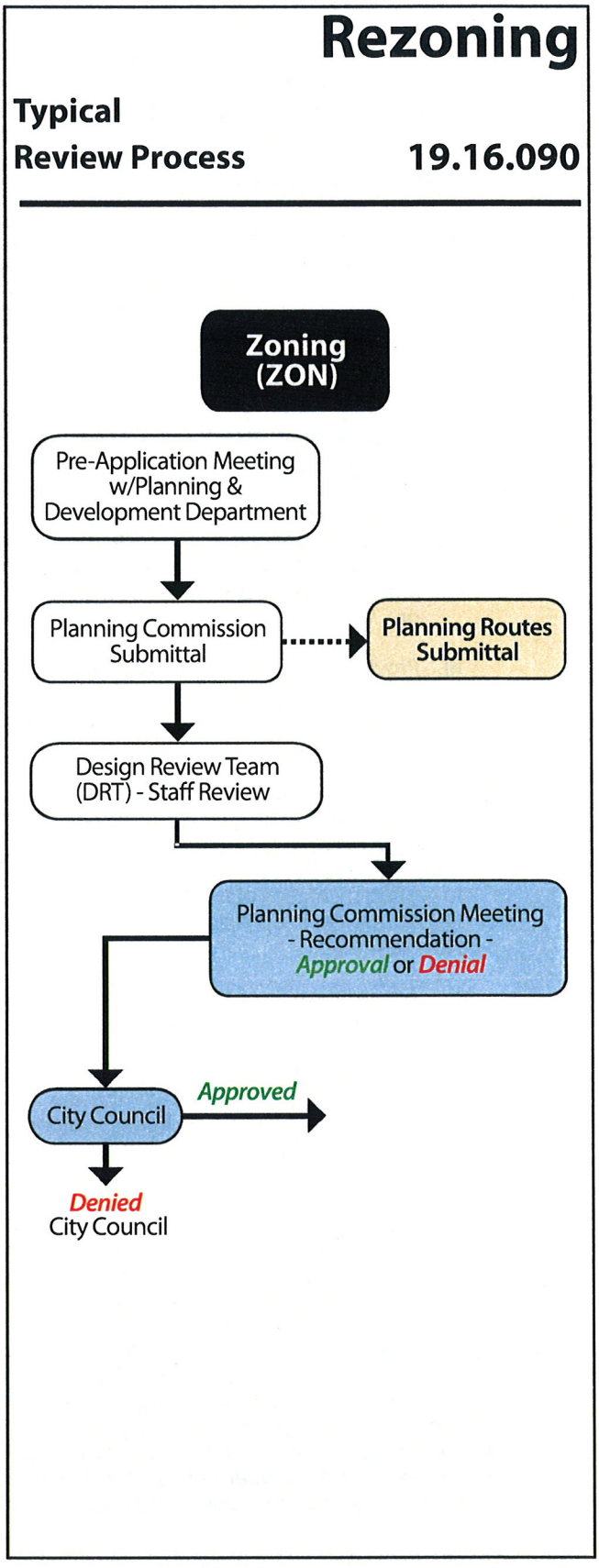
1. **P-C District.** Minimum site area of three thousand acres.

2. **PD District.** Minimum site area of forty acres.

E. Application - General

1. **Application Form.** An application to rezone property shall be on a form provided by the Department. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. The application shall be filed with the Secretary of the Planning Commission at the office of the Department.

2. **Initiation of Application.** An application for a rezoning may be initiated by the Department, Planning Commission or by the City Council, or by means of an application filed by the owner(s)



of record of each parcel of property proposed for rezoning.

3. **Other Governmental Ownership.**

   a. **Application Requirements.** With respect to property which is owned by the State of Nevada or the United States of America, a rezoning application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has:

      i. Entered into a contract with the governmental entity to obtain ownership of the property;

      ii. Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or

      iii. Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

   b. **Effect of Letter of No Objection.** In the case of an application that is supported by a letter of no objection under Subparagraph (a)(iii) of this Paragraph (3), the applicant shall acknowledge in writing by means of a form provided by the Department or in a form acceptable to the City Attorney, that:

      i. The processing of the application is done as an accommodation only;

      ii. The application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and

      iii. The applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

4. **Non-Property Owner.** A rezoning application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the rezoning is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the rezoning application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested rezoning.

5. **Multiple Ownership.** In the case of multiple ownership of a parcel, only one of the owners of record shall be required to sign the application. A list of all other owners shall be provided with the application.

6. **Contiguous Land.** Except with respect to rezoning applications initiated by the Department, Planning Commission or the City Council, all of the land in the application shall be contiguous with at least one common point.

F. Application - Specific Requirements

1. **Pre-Application Conference.** Before submitting an application to rezone, the owner or authorized representative shall engage in a pre-application conference with the staff of the Department to discuss preliminary land planning, including land use relationships, density, transportation systems, infrastructure facilities and landscaping and open space provisions.

2. **PD District.** A site development plan or concept plan, as required by LVMC 19.10.040, shall be submitted concurrently with any application for rezoning to a PD District.

3. **P-C District.** A concept plan and other documentation specified in LVMC 19.10.030(E) shall be submitted concurrently with any application for rezoning to a P-C District.

G. Successive Applications

1. **Previously Denied Applications.** An application to rezone a parcel in which all or any part was the subject of a previous application for rezoning to the same zoning classification, to a less restrictive classification or for the same use or one of a similar density which has been denied or which has been withdrawn subsequent to the noticing of a public hearing shall not be accepted until the following periods have elapsed between the date of the denial or withdrawal and the date of the meeting for which the proposed application would be scheduled in the ordinary course:

a. After the first denial or withdrawal - one year.

b. After the second or a subsequent denial or withdrawal - two years.

2. Previously Withdrawn Applications. An application for a Rezoning concerning all or any part of a previous application for a Special Use Permit or a Variance for the same use, a similar use or a less restrictive use which has been denied or which has been withdrawn subsequent to the noticing of a public hearing shall not be accepted until the time periods described in Paragraph (1), above, have elapsed.

3. Applications Withdrawn Without Prejudice. The time periods described in Paragraphs (1) and (2) above, and that otherwise would become effective because of the withdrawal of an application, shall not become effective if, after consideration of the timing and circumstances of the withdrawal, the Planning Commission or the City Council specifically approves the withdrawal without prejudice.

H. Request for Abeyance

Any applicant who wishes to have an application held in abeyance following the notice and posting of the agenda of the Planning Commission or the City Council shall state good cause for the request. Good cause shall be more than mere inconvenience to the applicant or lack of preparation.

I. Planning Commission Public Hearing and Action

1. Hearing. The Planning Commission shall hold a public hearing when considering any application for rezoning of property.

2. Notice

a. Notice Provided. Notice of the time, place and purpose of the hearing must be given at least 10 days before the hearing by:

i. Publishing the notice in a newspaper of general circulation within the City;

ii. Mailing a copy of the notice to:

A) The applicant;

B) Each owner of real property located within a minimum of one thousand feet of the property described in the application;

C) Each tenant of any mobile home park that is located within on thousand feet of the property described in the application;

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

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

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

b. Names Provided. The Department shall provide, at the request of the applicant, the name and address of any person notified pursuant to Subparagraph (a)(ii)(F) above.

c. Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least 10 days before the date of the hearing.

d. Signs. Notification signs shall be posted in conformance with LVMC 19.16.010 (D).

3. Planning Commission Decision

Following the public hearing or hearings, the Planning Commission shall make its recommendations concerning the application for rezoning. The recommendation may be for approval or denial. In considering whether to recommend approval or denial of an application, the Planning Commission may, when it appears necessary or expedient, consider recommending:

a. The approval of a more restrictive zoning classification than that set forth in the application; or

b. That fewer than all parcels described in the application be rezoned to either the zoning

classification requested in the application or a more restrictive classification, but only if such parcels are distinct legal parcels.

4. Notice of Planning Commission Decision

Following the date of the Planning Commission decision, a report of its findings and decision shall be forwarded to the City Council. The report shall recite, among other things, the facts and reasons which, in the opinion of the Commission, make the approval or the denial of the rezoning necessary or appropriate to carry out the provisions and general purposes of this Title. Written notice of the decision shall be provided to the applicant, agent, or both.

J. Burden of Proof

The applicant bears the burden of proof to establish that the approval of the rezoning is warranted.

K. City Council Public Hearing and Action

1. Notice and Hearing. The City Council shall consider the proposed rezoning and the recommendation of the Planning Commission at the next available meeting following the receipt of the recommendation. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who were notified by mail of the Planning Commission hearing, or to the current owners of record in the case of properties whose ownership has changed in the interim.

2. City Council Decision

a. Decision. The City Council may approve or deny an application for a rezoning. In considering whether to approve or deny an application, the City Council may consider:

i. The rezoning of the property to a more restrictive zoning classification than that set forth in the application; or

ii. The rezoning of fewer than all parcels described in the application to either the zoning classification requested in the application or a more restrictive classification, but only if such parcels are distinct legal parcels.

b. Change to More Restrictive Zoning. If, at the public hearing, the applicant proposes amending the rezoning application to a more restrictive zoning classification, the City Council may act on the request or refer the application back to the Planning Commission for consideration.

c. Significant Changes to Application. If the applicant proposes significant changes to the application during the hearing, or if new information is presented that significantly changes the nature and scope of the application, the request should be referred back to the Planning Commission for consideration.

3. Notice of City Council Decision. Following the hearing on a proposed rezoning, the City Council shall reach a decision concerning the proposal. The decision shall include the reasons for the decision. Written notice of the decision shall be provided to the applicant or his agent, or both. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date that notice of the decision is filed with the City Clerk.

L. Rezoning Determinations—Approval

In order to approve a proposed rezoning, the Planning Commission or City Council must determine that:

1. The proposal conforms to the General Plan.

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.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

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.

M. Rezoning Determinations—Denial or Limited Approval

In order to: (1) Deny a proposed rezoning which conforms to the General Plan as to use or is within the range of density allowable under the General Plan; or (2) Over the applicant's objection, approve the application for a lesser density or for a more restrictive zoning classification than requested, the Planning Commission or City Council must determine that the proposed rezoning is inconsistent with other elements of the General Plan or is incompatible with the surrounding development in the area.

N. Site Development Plan

The Planning Commission and the City Council may, as a part of an approval motion, reserve the right to review any subsequent Site Development Plan for the site.

O. Authorization to Proceed

Approval of a rezoning application by the City Council constitutes a declaration of intent to amend the Official Zoning Map Atlas of the City to reflect the zoning district approved for the property. Such approval authorizes the applicant to proceed with the process to develop and/or use the property in accordance with the development and design standards and procedures of all City departments and in conformance with all requirements and provisions of the City of Las Vegas Municipal Code.

P. Procedures Governing Rezoning Approvals Granted Before July 1, 2007

1. **Resolution of Intent.** Before the City Council adopts an ordinance to effectuate a rezoning, the Council may adopt a Resolution of Intent to reflect the Council's approval of the rezoning. Such a Resolution of Intent is binding upon the City Council in accordance with its terms and shall have a time limit not to exceed two years.

2. **Finalizing Rezoning by Ordinance.** The final step in the rezoning process, whether or not rezoning approval is by means of a Resolution of Intent, is the adoption of a rezoning ordinance in which the zoning classification of one or more parcels is formalized.

3. **Changes.** No substantial change may be made to a development or to the rezoning approval which authorized that development without the approval of the City Council. This approval requirement applies to the rezoned parcel both before and after the adoption of an ordinance rezoning that parcel.

4. **Termination of Rezoning Approvals Subject to a Resolution of Intent**

   a. **Approvals Not Subject to Time Limit.** If development does not occur in a timely manner or if conditions in the area change subsequent to the original approval of a rezoning that is not subject to a time limit, the City Council may schedule a hearing to reconsider the Resolution of Intent. At such time, the Council may rescind the Resolution of Intent or may change the conditions of approval. In addition, if such a rezoning approval no longer conforms to the use and density classification of the General Plan, the City may notify the property owner that the rezoning must be exercised within one year. Thereafter, the approval shall be treated as an approval subject to a time limit in accordance with Subparagraph (b) below.

   b. **Approvals Subject to Time Limit.** Except as otherwise provided in Paragraph (5) below, a rezoning approval which is not exercised within the time limit established for or by the Resolution of Intent shall be void.

   c. **Methods for Exercising Rezoning Approvals.** For purposes of this Paragraph (4), a rezoning approval is exercised as follows:

      i. For applications that require the creation of a residential subdivision, upon the recordation of a final subdivision map;

      ii. For applications that require the construction of one or more new structures, but do not require the creation of a residential subdivision map, upon the issuance of a building permit for the new construction;

      iii. For all other applications, upon the issuance of a certification of occupancy or approval of a final inspection, whichever is applicable.

5. **Extension of Time-General Requirements.** If the approval of a Resolution of Intent is subject to a time limit, the approval expires at the end of that time limit unless the City Council extends the approval period. Extension of an approval period may be granted only if:

   a. Application therefore is made prior to the expiration of the time limit;

   b. The applicant demonstrates good cause; and

   c. The applicant conforms to the additional requirements set forth in Paragraph (6) below.

6. **Extensions of Time-Additional Requirements.** If a time-limited zoning approval that is sought to be extended continues to conform to the use and density classifications of the General Plan, the applicant must demonstrate that the rezoning remains consistent with the surrounding area and the pattern of development in the area. If the rezoning sought to be extended no longer conforms to the use and density classifications of the General Plan, the extension of time, if granted,

shall be limited to a one-year period. If, within that period, the zoning approval is not exercised by means of the recordation of a final subdivision map or by the commencement of actual construction, the approval terminates.

Q. Procedures Governing Rezoning Approvals Granted On or After July 1, 2007

The approval of a rezoning application shall be formalized by the subsequent adoption of an ordinance in which the rezoning of one or more parcels is reflected. No substantial change may be made to a development or to the rezoning approval which authorized that development without the approval of the City Council.

19.16.100

SITE DEVELOPMENT PLAN

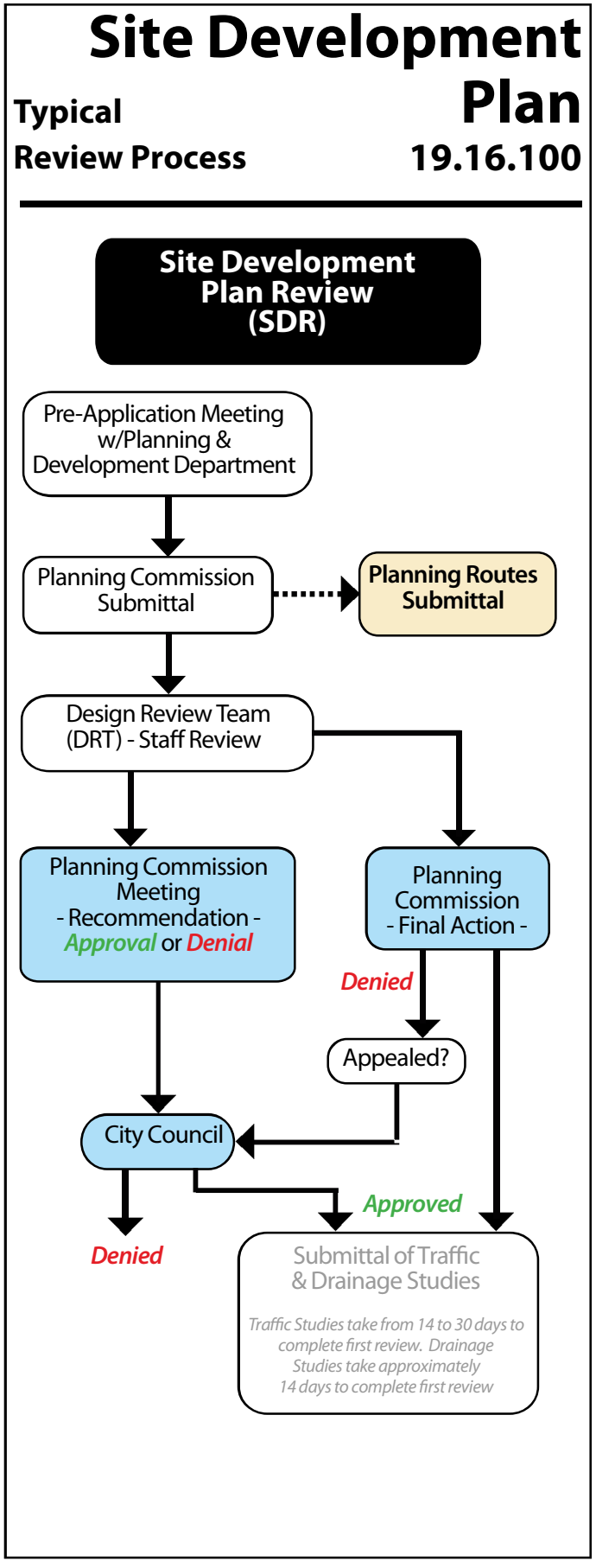
A. Purpose

The purpose of the Site Development Plan Review process is to ensure that each development:

1. Is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards and other regulations, plans and policies of the City;
2. Contributes to the long term attractiveness of the City;
3. Contributes to the economic vitality of the community by ensuring compatibility of development throughout the community; and
4. Contributes to the public safety, health and general welfare.

B. Applicability

1. **Site Development Plans Required.** Except as otherwise provided in this Subsection (B), a Site Development Plan is required for all development in the City.
2. **Exemptions.** Except where the City Council or Planning Commission has specifically reserved the right of review through a prior action, the following activities and improvements do not require a Site Development Plan Review:
   - **a.** Single-family or duplex dwelling units, except as provided in Paragraph (3) below;
   - **b.** Residential accessory buildings;
   - **c.** On-site signs, walls and fences;
   - **d.** Demolition of a structure;
   - **e.** Sculptures, fountains and other similar improvements;
   - **f.** Normal repairs and maintenance of an existing building or structure;
   - **g.** Activities and improvements undertaken in conjunction with a Temporary Commercial Permit; and
   - **h.** Alterations which do not affect the external



dimensions of an existing building or structure, unless the alterations are made to change the use or type of occupancy within part or all of the altered building or structure.

3. **Certain Conversions.** The conversion of any development from multi-family or apartment development to condominium status shall require a Site Development Plan Review.

C. Authority

1. The Director shall have the authority to:

   a. Determine whether an activity or improvement is exempt under Paragraph (2) of Subsection (B) of this Section;

   b. Determine whether a Site Development Plan will be subject to a major review or a minor review under this Section; and

   c. Approve or deny any Site Development Plan which requires a minor review; provided, however, that final approval authority shall rest with:

      i. The Planning Commission, if the Commission specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan; or

      ii. The City Council, if the Council specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan, or if a member of the City Council requests a review pursuant to this Section.

2. In approving a Site Development Plan, the Director, or if applicable, the Planning Commission or City Council, may impose conditions deemed necessary to ensure the orderly development of the site.

D. Design Standards

All required Site Development Plans shall meet or exceed the minimum standards established in this Title. In addition, the City may adopt policy documents as a resource for acceptable standards and design solutions. To the extent that such documents establish minimum requirements and standards and are formally adopted by the City Council, Site Development Plans must comply with those documents.

E. Criteria for Review of Site Development Plans

The review of Site Development Plans is intended to ensure that:

1. The proposed development is compatible with adjacent development and development in the area;

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;

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

4. Building and landscape materials are appropriate for the area and for the City;

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;

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

F. Minor Review of Site Development Plans

1. **Minor Review Decisions.** Site Development Plans requiring Minor Reviews may be approved administratively by the Director. Minor Reviews include without limitation:

   a. Alterations which affect the external dimensions of an existing building or structure that complies with all applicable requirements of this Title and with any previous conditions or discretionary approval.

   b. New commercial or industrial construction of five thousand square feet or less that complies with all applicable requirements of this Title.

   c. New residential construction consisting of no more than four dwelling units that complies with all applicable requirements of this Title and is not part of a sequential application for additional units.

2. **Minor Review Process.** A Minor Development Review is initiated by the submission of a Site Development Plan Review application or an application for a Building Permit. If submitted as part of a Building Permit application, issuance of the Building Permit shall constitute approval of the Minor Review and no further action is required.

3. **Review by City Council.** The administrative approval of a Site Development Plan pursuant to this Subsection (F) shall be final action unless, within 10 days following the approval, a member of the City Council files with the Director a written request for the Council to review the approval. In the event such a request is filed, the Site Development Plan shall be subject to the Major Development Review Process set forth in Subsection (G) of this Section.

G. Major Review of Site Development Plans

1. **Major Review.** A Major Review of a Site Development Plan is required if:

   a. The Planning Commission or City Council, through prior action, has determined that the proposed project or improvement shall be processed as a Major Review;

   b. The proposed development contains a building which is four stories or greater in height; or

   c. The Director determines that the proposed development could significantly impact the land uses on the site or on surrounding properties.

2. **Major Review Process**

   a. Application. A pre-application conference pursuant to LVMC 19.16.010(B)(3) is required prior to submitting an application for a Major Development Review. A Site Development Plan requiring a Major Development Review shall be filed with the Department. The application shall be signed and notarized:

      i. By the owner of the property, where the development is to be undertaken by the owner or the owner's authorized agent; or

      ii. By a prospective purchaser or the property, where the property is owned by the State of Nevada or the United States of America and the prospective purchaser has:

         A) Entered into a contract with the governmental entity to obtain ownership of the property;

         B) Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or

         C) Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

      In the case of an application that is supported by a letter of no objection under Subparagraph (a)(ii)(C) of this Paragraph (2), the applicant shall acknowledge in writing by means of a form provided by the Department or in a form acceptable to the City Attorney, that the processing of the application is done as an accommodation only; that the application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and that the applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

   b. Drawings and Plans Required. Plans describing the proposed development of the property shall be submitted as required by the Director. Complete working drawings are not necessary; however, proposed structures (including building elevations), streets, driveways and access points, sight visibility restriction zones (as described in LVMC 19.02.190), on-site circulation and parking, walls, landscaping, building materials, dumpster locations and other improvements must be shown. Preliminary drawings must contain sufficient information to permit the determination of compliance with good planning practices, applicable standards and ordinances. Floor plans are not normally required. For any development site where twenty percent or more of the aggregate site has a slope of natural grade above four percent, a cross section must be submitted. Each cross section must extend a minimum of one hundred feet beyond the limits of the project at each property line, showing the location and finish floor elevations of adjacent

structures; the maximum grade differentials; and the elevations of existing and proposed conditions.

c. Circulation to Departments. After an application has been determined complete, it shall be forwarded to interested City Departments for their respective comments, recommendations and requirements.

d. Planning Commission Notice and Hearing. After interested City Departments have had the opportunity for comment and the Department has conducted its review, each application for Major Review shall be presented to the Planning Commission. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

i. Publishing the notice in a newspaper of general circulation within the City;

ii. Mailing a copy of the notice to:

A) The applicant;

B) Each owner of real property located within a minimum of one thousand feet of the property described in the application;

C) Each tenant of any mobile home park that is located within one thousand feet of the property described in the application;

D) The owner of each of the thirty separately-owner parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Subparagraph (d);

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

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

e. Planning Commission Decision. In making its final decision, the Planning Commission shall consider the recommendation of the City Departments, the evidence presented at the hearing and the criteria set forth in Subsection (E) of this Section. The Planning Commission may approve, approve with conditions, or deny an application for a Major Review. All actions by the Planning Commission are final unless:

i. An appeal is filed by the applicant in accordance with Subparagraph (f) below;

ii. Otherwise required by prior action of the City Council; or

iii. In the case of Planning Commission approval, a member of the City Council files with the City Clerk, within 10 days following the approval, a written request for the Council to review the approval.

f. Appeal of Planning Commission Action. If the applicant is aggrieved by the Planning Commission's denial of an application, or by any condition imposed upon an approval, the applicant may appeal the decision to the City Council by written request. In the case of an approval, an appeal may be filed by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Any appeal must be filed in the Office of the City Clerk within ten days after the Planning Commission's action. Pursuant to LVMC 19.16.010(C), the City Council my establish one or more fees to be paid in connection with the filing of an appeal under this Subparagraph (f), and the amount of any fee so established shall be as set forth in the Fee Schedule.

g. City Council Notice and Hearing. All Major Reviews requiring review by the City Council shall be forwarded to the Office of the City Clerk and shall be placed on the next available City Council agenda for hearing. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who were notified by mail of the Planning Commission hearing, or to the current owners of record in case of properties whose ownership has changed in the interim.

h. City Council Decision. In making its final decision, the City Council shall consider the

recommendation of the City Departments and the Planning Commission, the evidence presented at the hearing and the criteria set forth in Section (E) of this subchapter. The City Council may approve, approve with conditions, or deny an application for a Major Review. All actions by the City Council are final. Written notice of the decision shall be provided to the applicant, agent or both. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

H. Amendment to an Approved Site Development Plan

After a Site Development Plan has been approved, any request to amend the approved Plan shall be submitted to the Department. Upon receipt of an amendment request, the Director shall determine if the amendment is a minor or major change.

1. **Minor Amendment.** Minor relocation or reorientation of buildings, lot lines and/or easements, relocation of internal access and circulation; relocation or rearrangement of parking areas, reduction of established square footage and/or density limitations, and increase of landscape or building setbacks are considered minor amendments and may be approved administratively. However, the Director has no authority to approve any:

   a. Alteration in the basic relationship of the proposed development to adjacent property;

   b. Change necessitating a waiver or variance of development standards set forth in this Title;

   c. Increase in the maximum density, floor area, or height by more than ten percent;

   d. Material decrease in the amount of off-street parking, unless the amount of parking remains sufficient and conforms to the requirements of this Title;

   e. Reduction in the minimum yards or setbacks by more than 10 percent;

   f. Material change in the characteristics of the elevational drawings so as to alter the basic design quality and character of the proposed development; or

   g. Other material change that is not necessitated by the minimum requirements adopted under the authority of LVMC Title 6, LVMC Chapter 20.10 or the Uniform Standard Drawings, as adopted by the City.

2. **Major Amendment.** Any amendment which does not quality as a Minor Amendment shall be deemed to be considered a Major Amendment and shall be processed in the same manner as a new Site Development Plan application.

I. Revocation or Modification

1. **Notice.** The authority responsible for the final approval of a Site Development Plan may hold a hearing to revoke or modify an approved Site Development Plan. In cases where the Director was the approval authority, the Director may issue a written notice of hearing concerning a possible revocation or modification of the Plan, or may refer the item to the Planning Commission. At least ten days prior to any hearing, written notice of the hearing shall be delivered to the owner, developer, or both. Notice may be delivered in person or by certified mail, return receipt requested, to the address shown in the records of the Clark County Assessor.

2. **Grounds.** A Site Development Plan approval may be revoked or modified by the reviewing authority for cause, including a finding of one or more of the following:

   a. That the Site Development Plan approval was obtained by misrepresentation or fraud;

   b. That the development is not in compliance with one or more of the conditions of approval;

   c. That the development is in violation of any State or local law, ordinance or regulation.

3. **Notice of Decision.** Written notice of the decision shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

J. Expiration

A Site Development Plan which is not exercised within the approval period shall be void, unless an extension of time is granted upon a showing of good cause. An extension of time may be granted only if application

therefor is made prior to the expiration of the approval period. For purposes of this Subsection (J):

1. The "approval period" for a Site Development Plan is the time period specified in the approval, if one is specified, and is two years otherwise.

2. A Site Development Plan is exercised upon the issuance of a building permit for the principal structure on the site or, in the case of a residential subdivision, upon the recordation of a final subdivision map.

19.16.110

SPECIAL USE PERMIT

A. Purpose

The purpose of the Section is to establish a Special Use Permit process to ensure that a proposed use is conducted in a manner that is harmonious and compatible with uses located on the same or surrounding properties. The process recognizes that, within a given zoning district, certain uses may be appropriate and compatible in some locations but not in others. The Special Use Permit process allows a site-specific inquiry into the compatibility of a proposed use at a particular location, taking into account: the characteristics of the site and the surroundings; the relevant zoning and planning principles; and the input of the Planning Commission, City Council and other interested parties.

B. Authority

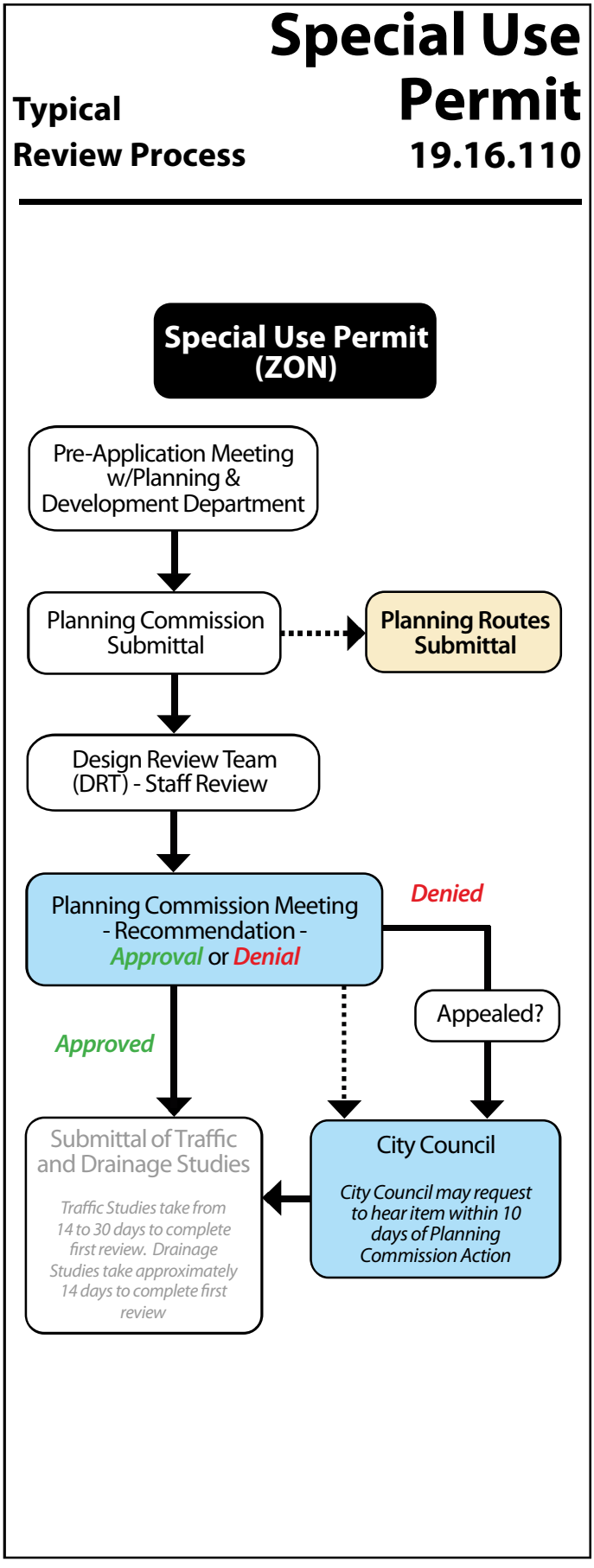
Except as otherwise provided in this Subsection (B), the Planning Commission shall have the authority to approve, approve with conditions, or deny an application for a Special Use Permit, and the decision of the Planning Commission is final. If the decision of the Planning Commission is appealed or forwarded to the City Council in accordance with this Section, the City Council may affirm, modify or reverse the decision of the Planning Commission. The decision of the City Council is final for purposes of judicial review.

C. Application

A pre-application conference shall be required prior to the submittal of any application for a Special Use Permit. An application for a Special Use Permit shall be made on a form to be provided by the Department. The application shall be filed with the Secretary of the Planning Commission at the office of the Department. The application shall be signed, notarized and acknowledged by the record owner of the property for which the Special Use Permit is sought, provided however, that:

1. **Other Governmental Ownership.** With respect to property which is owned by the State of Nevada or the United States of America, a Special Use Permit application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has entered into a contract with the governmental entity to obtain ownership of the property;

2. **Non-Owner Applicant.** A Special Use Permit application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which a Special Use



Permit is sought. However, interest in that property must exist in a written agreement with the owner of record attached to which is a copy of the Special Use Permit application and, in which, the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to honor and be bound by the requested Special Use Permit if it is approved and by any conditions of approval attached thereto.

3. **SUP for Gaming.** Applications for a Special Use Permit to allow gaming pursuant to the requirements of LVMC 6.40.140 (C) and LVMC 6.40.150 (E) may be signed and acknowledged by a lessee of the premises; provided however, that a lessee/applicant must provide copies of lease agreements to show that there are no prohibitions therein to conducting gaming operations on the leased premises. The application need only be accompanied by the applicable lease documents, the floor plan location of the slot machines and the requisite fee.

D. Successive Applications

1. **Previous SUP Application.** An application for a Special Use Permit, of which all or any part of a previous application for the same use, a similar use or a less restrictive use has been denied, or of which a previous application has been withdrawn subsequent to the noticing of a public hearing thereon, shall not be accepted until the following periods will have elapsed between the date of the denial or withdrawal and the date of the meeting for which the proposed application would be scheduled in the normal course:

   a. After the first denial or any withdrawal after public notice has been given – one year.

   b. After the second or subsequent denial or withdrawal after public notice has been given - two years.

2. **Previous Similar Application.** An application for a Special Use Permit concerning all or any part of a previous application for a Variance or Rezoning for the same use, a similar use or a less restrictive use which has been denied, or concerning a previous application which has been withdrawn subsequent to the noticing of a public hearing, shall not be accepted until the periods described in Paragraph (1) have elapsed.

3. **Withdrawal Without Prejudice.** The time periods that are described in Paragraphs (1) and (2) above, and that otherwise would become effective because of the withdrawal of an application, shall not become effective if, after consideration of the timing and circumstances of the withdrawal, the Planning Commission or the City Council specifically approves the withdrawal without prejudice.

E. Required Drawings Plans and Other Submittals

1. **General.** A Site Development Plan and a floor plan of the site which is the subject of the Special Use Permit application shall be submitted concurrently with any application for a Special Use Permit. Guidelines for the preparation of the site plan, floor plans and building elevations are available in the Department. Complete working drawings are not necessary; however, proposed improvements, streets, landscape areas and similar items must be shown. Preliminary drawings must contain sufficient information to permit the determination of compliance with good planning practices, applicable standards and ordinances.

2. **Non-stealth Design Wireless Communication Facility.** In addition to the information required by Paragraph (1) of this Subsection, the applicant for a Special Use Permit for a non-stealth design wireless communication facility shall provide the Department with the following:

   a. An inventory of all of the communication providers (or antenna tower owners if the providers are not yet known) for existing antenna towers that are within the City and within 1500 feet of the border thereof, including specific information about the location, height and design of each such tower. This information is required with the first Special Use Permit application, but may be waived (in conjunction with subsequent applications) at the discretion of the Director if the applicant provides a written statement indicating that no new antenna towers have been constructed since the initial application.

   b. A map of all existing communication towers, buildings, utility poles or other structures over 60 feet in height within 1000 feet of the proposed tower; and

   c. A photo simulation which identifies the potential visual impacts of the antenna tower, especially from public areas and residences. This requirement may be waived if the Director determines that the visual impacts would be minimal.

d. Assurance that the antenna planned for the proposed antenna tower cannot be accommodated as a stealth design wireless communication facility, or on an existing or approved tower, building or other structure within 1000 feet of the proposed location based on the communications grid established or to be established by the communication provider(s). Reasons which may support a finding that a proposed antenna cannot be accommodated as a stealth design wireless communication facility, or on an existing or approved tower, building or other structure include:

i. That the Director has determined that co-location on an existing or approved tower, building or other structure would be unsightly;

ii. That the owner of the existing tower, building or structure is unwilling to agree to co-location or to provide adequate space on the property for the equipment necessary to support communication antennas;

iii. That the structural capacity for the antenna on the existing tower, building or other structure would be inadequate;

iv. That the new antenna would interfere with existing or other planned equipment on the existing or approved tower, building or other structure;

v. That the existing or approved towers, buildings or other structures in the area are not high enough support the antenna; and

vi. That it is commercially impracticable or technically unfeasible to locate on the existing tower, building or other structure for other reasons. To substantiate these reasons, the applicant shall submit satisfactory written evidence such as correspondence, agreements, contracts, etc., that alternative towers, buildings or other structures are not available for use in the area where the antenna is to be located.

e. In the case of the proposed tower greater than 60 feet in height, a description of the applicant's efforts to design for and accommodate facilities for other communication providers.

3. Amphitheater. In addition to the information required by Paragraph (1) of this Subsection, the applicant for a Special Use Permit for an amphitheater shall provide the Department with the following:

a. A sound study that addresses how noise levels will be attenuated so as not to exceed the ambient noise levels adjacent to and beyond the subject site.

b. An engineering and traffic study that addresses, as applicable, each of the following elements as they pertain to traffic movement and to stopping, standing and parking restrictions:

i. Accident analysis.

ii. Capacity analysis.

iii. Geometric review, including roadway width.

iv. Parking measurements, including parking angle and parking maneuvering area.

v. Pedestrian volume within parking and maneuvering area.

vi. Sight distance, including corner sight distance.

vii. Speed data, including speed limit.

viii. Traffic volumes, including peak-hour volume.

F. Request for Abeyance

Any applicant who wishes to have an application held in abeyance following the notice and posting of the agenda of the Planning Commission or the City Council shall state good cause for the request. Good cause shall be more than mere inconvenience to the applicant or lack of preparation.

G. Planning Commission Public Hearing and Action

1. Hearing. The Planning Commission shall hold a public hearing on each application for a Special Use Permit within 65 days after the application is properly filed.

2. Notice

a. Notice Provided. Notice of the time, place and purpose of the hearing must be given at least

10 days before the hearing by:

i. Publishing the notice in a newspaper of general circulation within the City;

ii. Mailing a copy of the notice to:

A) The applicant;

B) Each owner of real property located within a minimum of one thousand feet of the property described in the application, or in the case of an application to authorize the sale of alcoholic beverages, a minimum of one thousand five hundred (1500) feet;

C) Each tenant of any mobile home park that is located within one thousand feet of the property described in the application, or in the case of an application to authorize the sale of alcoholic beverages, a minimum of one thousand five hundred (1500) feet;

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

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

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

b. Names Provided. The Department shall provide at the request of the applicant, the name and address of any person notified pursuant to Subparagraph (a)(ii)(F) above.

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

d. Signs. Notification signs shall be posted in conformance with LVMC 19.16.010 (D) and NRS Chapter 278.

3. Hearing. The Planning Commission shall conduct a public hearing on the application. In its discretion and for good cause, the Planning Commission may hold the application in abeyance for further study. However, subject to the provisions of State law, the Commission may not grant to an applicant more than two continuances on the same matter, unless the Commission determines, upon good cause shown, that the granting of additional continuances is warranted. Following the hearing or hearings, the Planning Commission shall approve, approve with conditions, or deny the application for a Special Use Permit. The decision shall be based upon the recommendation of City departments and other evidence that makes the grant or denial of the Special Use Permit appropriate under Subsection (L) of this Section.

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

5. Notice of Planning Commission Decision. The Planning Commission shall provide written notice of its decision, which shall include the reasons for the decision,, and if the decision is to approve the Special Use Permit, any modifications, conditions or limitations that the Planning Commission may impose. The notice shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

H. Precedents

The fact that a Special Use Permit for the same or similar use has been granted previously for the subject property or nearby property is a factor to be considered, but is not determinative.

I. Burden of Proof

The applicant bears the burden of proof to establish that the approval of a Special Use Permit is warranted.

J. Appeals and City Council Review

1. **Appeal and Requests for Review.** Except as otherwise provided in Paragraph (2) below, a decision by the Planning Commission becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, a written appeal or written request to review is filed in the office of the City Clerk. An appeal may be filed by the applicant and, with respect to an approval, by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to LVMC 19.16.010(C), the City Council may establish one or more fees to be paid in connection with the filing of an appeal under this Paragraph (1), and the amount of any fee so established shall be as set forth in the Fee Schedule. A request to review may be filed by a member of the City Council.

2. **Applications Automatically Forwarded to City Council.** Special Use Permit applications of the following types, whether approved or denied by the Planning Commission, shall be forwarded automatically to the City Council for final decision:

   a. A Special Use Permit application that is required to be heard by the City Council by virtue of prior Council action;

   b. A Special Use Permit application that is related to and was filed in connection with an application for any of the following:

      i. A General Plan Amendment;

      ii. A Rezoning; or

      iii. A Site Development Plan Review that, pursuant to LVMC 19.16.100(G) requires final action by the City Council.

K. City Council Public Hearing

1. **Notice and Hearing.** The City Council shall conduct a public hearing on all Special Use Permit applications which are appealed or are forwarded to the Council for final action. The City Clerk is authorized to consolidate all appeals or requests for review that have been filed regarding a particular application, or to schedule them in sequence or otherwise, in which case the City Council may hear the items separately or consolidate them for purposes of hearing, as the Council deems appropriate. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who were notified by mail of the Planning Commission hearing, or to the current owners of record in case of properties whose ownership has changed in the interim.

2. **City Council Decision.** In considering whether to affirm, modify or reverse the decision of the Planning Commission, the City Council shall consider the decision of the Planning Commission and the evidence presented at the public hearing, and shall be guided by the statement of purpose underlying the regulation of the improvement of land expressed in NRS 278.020. Action by the City Council is final for purposes of judicial review. In the case of an appeal, the City Council:

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

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

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

L. Special Use Permit - Determinations

1. In order to approve a proposed Special Use Permit application, the Planning Commission or City Council must determine that:

   a. The proposed 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;

   b. The subject site is physically suitable for the type and intensity of land use being proposed;

   c. Street or highway facilities providing access to the property are or will be adequate in size to

meet the requirements of the proposed use; and

d. 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.

2. In order to approve a Special Use Permit application for a non-stealth design wireless communication facility, the Planning Commission or City Council must determine, based upon satisfactory evidence, that:

a. Within an area designated as a Historic Preservation District, the proposed facility has first been reviewed by the Historic Preservation Commission.

b. The antenna planned for the proposed facility cannot be accommodated as part of a stealth design communication facility, or on an existing or approved tower, building or other structure, within 1000 feet of the proposed location based on the communications grid established or to be established by the communication provider.

Reasons which may support such a determination include:

i. That the co-location on an existing or approved tower, building or other structure would be unsightly;

ii. That the owner of the existing tower, building or structure is unwilling to agree to co-location or to provide adequate space on the property for the equipment necessary to support communication antennas;

iii. That the structural capacity for the antenna on the existing tower, building or other structure would be inadequate;

iv. That the new antenna would interfere with existing or other planned equipment on the existing or approved tower, building or other structure;

v. That the existing or approved towers, buildings or other structures in the area are not high enough to support the antenna; and

vi. That it is commercially impracticable or technically unfeasible to locate on the existing tower, building or other structure for other reasons.

c. In the case of a proposed tower greater than 60 feet in height, the applicant has made satisfactory efforts to design for an accommodate facilities for other communication providers.

M. Amendments to an Approved Special Use Permit

Any request to amend or modify an approved Special Use Permit shall be submitted to the Department. Upon receipt of such a request, the Director shall determine if the request constitutes a minor amendment or a major amendment. Minor amendments may be approved administratively. A major amendment requires approval by the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. Minor and major amendments are categorized as follows:

1. Minor Amendments. An amendment qualifies as a minor amendment if it meets either of the following criteria and does not require the waiver of any minimum Special Use Permit requirement or the increase or expansion of such a waiver that was allowed previously:

a. A reduction or expansion of the use allowed by the Special Use Permit that represents less than fifty percent of the square footage of the original approval.

b. A relocation of the use on the same legal parcel as the original approval where any reduction or expansion of the use qualifies under Subparagraph (a) above.

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

N. Premature Use of Property

The issuance of a building permit or business license for a use that requires a Special Use Permit, before Special Use Permit is approved, does not replace or otherwise affect the Special Use Permit requirement.

O. Revocation

1. Notice. A Special Use Permit may be revoked or modified by the Planning Commission or the City Council, whichever body took final action to

approve the Special Use Permit. Such action must be preceded by a hearing, written notice of which must be delivered to the owner, developer, or both at least ten days before the hearing. Notice may be delivered in person or by certified mail, return receipt requested, mailed to the address shown in the records of the Clark County Assessor.

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

   a. That the Special Use Permit was obtained by misrepresentation or fraud;

   b. That conditions have changed and the use or development is no longer compatible with surrounding land uses or the General Plan;

   c. That the use or development is not in compliance with one or more of the conditions of approval;

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

3. **Notice of Decision.** Written notice of a decision regarding the revocation or modification of a Special Use Permit shall be provided to the owner, developer or agent.

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

P. Termination

1. **Expiration for Failure to Exercise**

   a. A Special Use Permit which cannot be exercised except upon construction of a new building, and which is not exercised within the approval period, shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (a):

      i. The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is two years otherwise.

      ii. A Special Use Permit is exercised upon the issuance of a building permit for the new construction.

   b. A Special Use Permit which does not require the construction of a new building in order to be exercised, and which is not exercised within the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (b):

      i. The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is two years, otherwise.

      ii. A Special Use Permit is exercised upon the approval of a business license to conduct the activity, if one is required, or otherwise, upon the issuance of a no-work certificate of occupancy (where no structural work is required) or the approval for tenant improvements.

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

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

   b. The Special Use Permit was issued for a use other than alcoholic beverage use and such use ceases for twelve months or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God.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19.16.120

ADMINISTRATIVE DEVIATION

A. Purpose

The purpose this Section is to establish a procedure (entitled an Administrative Deviation) to allow for minor adjustments of specific requirements of this Title where, because of special and unique conditions applicable to a specific lot or structure, the literal enforcement of the requirements as applied to the lot or structure would result in an unnecessary hardship. The Administrative Deviation procedure is available as an alternative to the Variance procedure, to be pursued at the option of the applicant. If an application for Administrative Deviation is denied, the Variance procedure must be followed in order for the applicant to obtain the relief sought.

B. Authority

The Director shall have the authority to grant an Administrative Deviation, in accordance with the provisions of this Subchapter, to allow a deviation of up to ten percent regarding the following:

1. Front, rear and side yard building setbacks;

2. Wall heights;

3. Accessory structure setbacks and heights;

4. Planting areas and materials; and

5. Loading and stacking spaces.

C. Eligibility to Apply

1. No application for an Administrative Deviation regarding a building setback may be submitted unless:

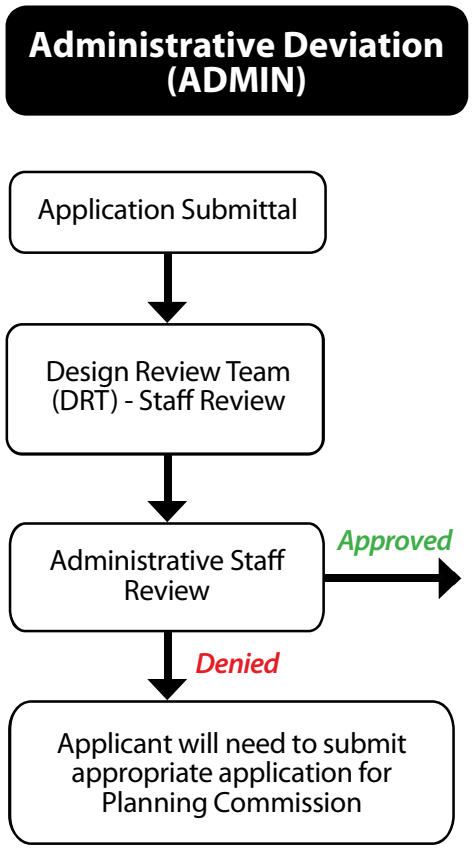
a. In the case of a required side or rear setback of ten feet or less, the requested deviation will not exceed ten percent of the required setback, and construction within the reduced setback will not extend more than 15 feet parallel to the property line from which the setback is measured;

b. In the case of required side or rear yard setback of greater than ten feet or a required front yard setback of greater than ten feet (exclusive of front-loading garages), the requested deviation will not exceed ten percent of the required setback, and construction within the reduced setback will not extend more than 15 feet parallel to the property line from which the

Administrative Deviation

Typical Review Process

19.16.120



setback is measured; and

c. The requested deviation is for a structure that will not exceed the greater of one story or 15 feet in height.

2. No application for an Administrative Deviation may be submitted regarding the height of an accessory structure unless the requested height does not exceed 1.2 times the height of the main dwelling and does not exceed the allowable building height for the zoning district in which the property is located.

D. Application

1. An application for an Administrative Deviation shall be made to the Director on a form provided by the Department. The application shall be filed with the office of the Department.

2. The application shall be signed, notarized and acknowledged by the record owner of the property for which the Administrative Deviation is sought.

E. Decision

Within 30 days after a complete application for Administrative Deviation has been filed and accepted, the Director shall make a decision to approve, approve with conditions or deny the application.

F. Administrative Deviation Determinations

In order to approve an Administrative Deviation, the Director must determine that:

1. The request does not exceed the prescribed limitations of Subsection (C);

2. Granting the Administrative Deviation will not be inconsistent with the spirit and intent of the General Plan;

3. The request is not intended to be combined with a previous or future Variance request in order to achieve a deviation that would not likely be granted by means of Variance alone; and

4. That one or more of the following conditions exist:

a. There are special circumstances applicable to the property, such as size, shape, topography, location or surroundings and that the strict application of the Code requirement deprives the property of privileges enjoyed by other property in the vicinity and under the identical land use district classification;

b. Granting the Administrative Deviation is necessary for the preservation and enjoyment of a substantial property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the Administrative Deviation is sought;

c. The Administrative Deviation will not be materially detrimental to the public health, safety, or general welfare, or injurious to the property or improvements in the vicinity and land use district in which the property is located; or

d. Granting the Administrative Deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.

G. Conditions

In connection with the approval of an Administrative Deviation, the Director may impose any conditions, restrictions or limitations as the Director determines to be necessary to meet the general purpose and intent of this Title and to ensure that the public health, safety and general welfare are being maintained.

H. Notice of Decision

The Director shall provide written notice of his or her decision, which shall include the reasons for the decision and, if the decision is to approve the Administrative Deviation, any modifications, conditions or limitations that the Director may impose. The notice shall be provided to the owner or the owner's agent.

I. Precedents

The fact that an Administrative Deviation for the same or similar use has been granted previously for the subject property or nearby property is a factor to be considered, but is not determinative.

J. Burden of Proof

The applicant bears the burden of proof to establish that the approval of an Administrative Deviation is warranted.

K. Premature Use of Property

The issuance of a building permit or business license for

a development or structure that cannot be permitted without an Administrative Deviation, before an Administrative Deviation is approved, does not replace or otherwise affect the Administrative Deviation requirement.

L. Revocation

1. **Notice.** The Director may hold a hearing to revoke or modify an Administrative Deviation. At least 10 days prior to any hearing, written notice of the hearing shall be delivered to the owner or developer, or both. Notice may be delivered in person or certified mail, return receipt requested, mailed to the address shown in the records of the Clark County Assessor.

2. **Grounds.** An Administrative Deviation may be revoked or modified for cause, including a finding of one or more of the following:

   a. That the Administrative Deviation was obtained by misrepresentation or fraud;

   b. That the development or structure is not in compliance with one or more of the conditions of approval;

   c. That the development or structure permitted by the Administrative Deviation is in violation of any statute, ordinance, law or regulation.

3. **Notice of Decision.** Written notice of the decision shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.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19.16.130

WAIVER

A. Purpose

The purpose this Section is to establish a procedure to allow for modifications of specific requirements of this Title where, the applicant can show through convincing and substantial evidence that the modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City, the proposal will substantially meet the intent of the standard, and the granting of the modification will not detrimentally affect the public health, safety or general welfare. The Waiver procedure may be granted in connection with the approval of a Site Development Plan Review or Special Use Permit, or as a stand-alone item.

B. Authority

Except as otherwise provided in this Subsection (B), the Planning Commission shall have the authority to approve, approve with conditions, or deny an application for a Waiver, and the decision of the Planning Commission is final. If the decision of the Planning Commission is appealed or forwarded to the City Council, the City Council may affirm, modify or reverse the decision of the Planning Commission. The decision of the City Council is final for purposes of judicial review.

C. Application

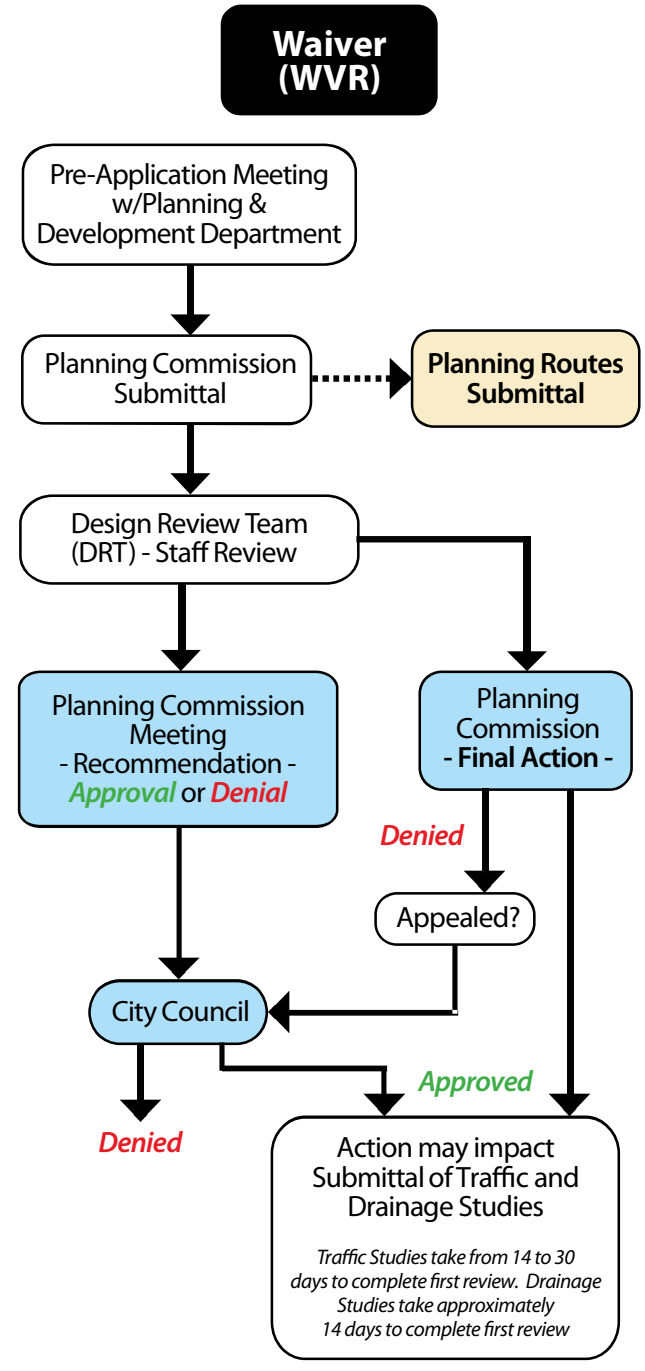
The applicant for a Waiver shall schedule and hold a pre-application conference with the Department prior to the submittal of an application. An application for a Waiver shall be filed with the Department in connection with a Site Development Plan Review or Special Use Permit, or as a stand-alone item on a form to be provided by the Department. If submitted in connection with a Site Development Plan Review or Special Use Permit, the Waiver should be requested by submitting a letter to the Director indicating the nature of the Waiver sought and stating why it should be granted. If submitted as a stand-alone item, the application shall be signed and acknowledged by the owner of record of the property for which the Waiver is sought, and shall be notarized as to the owner's signature. Waivers submitted in connection with a Special Use Permit shall follow the application requirements of LVMC 19.16.110(C).

D. Decision

The Planning Commission or City Council, as the case may be, may approve, approve with conditions or deny an application for Waiver. The decision is final, subject to the right of appeal available under State law.

Waiver

Typical Review Process **19.16.130**



E. Waiver Determinations

In order to approve an Waiver, the following shall be determined:

1. The request does not exceed the prescribed limitations of the applicable provisions of this Title that specifically allow for a Waiver;

2. Granting the Waiver will not be inconsistent with the spirit and intent of the General Plan;

3. That one or more of the following conditions exist:

   a. There are special circumstances applicable to the property, such as size, shape, topography, location or surroundings and that the strict application of the Code requirement deprives the property of privileges enjoyed by other property in the vicinity and under the identical land use district classification;

   b. Granting the Waiver is necessary for the preservation and enjoyment of a substantial property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the Waiver is sought;

   c. The Waiver will not be materially detrimental to the public health, safety, or general welfare, or injurious to the property or improvements in the vicinity and land use district in which the property is located; or

   d. Granting the Waiver does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.

F. Notice of Decision

Written notice of the decision by the Planning Commission or City Council, as the case may be, including the reasons therefor, shall be provided to the applicant or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

G. Precedents

The fact that a Waiver for the same or similar use has been granted previously for the subject property or nearby property is a factor to be considered, but is not determinative.

H. Burden of Proof

The applicant bears the burden of proof to establish that the approval of a Waiver is warranted.

I. Premature Use of Property

The issuance of a building permit or business license for a development or structure that cannot be permitted without a Waiver, before a Waiver is approved, does not replace or otherwise affect the Waiver requirement.

19.16.140

VARIANCE

A. Purpose

The purpose this Section is to establish a procedure to allow for an adjustment of certain specific requirements of this Title, as permitted by State law.

B. Scope and Limitations

Pursuant to NRS Chapter 278 and this Section, the Planning Commission and the City Council have the authority to act upon Variance applications as set forth in this Section and as they deem appropriate. Variance applications shall initially be heard by the Planning Commission. Where a Variance application is proposed in connection with another application to be heard by the Planning Commission, including an application for Special Use Permit, an application for Rezoning, or an application for Site Development Plan Review, the Variance application shall be considered by the Planning Commission, as a separate application, in conjunction with the associated application. A Variance:

1. Is not available to permit a use in a zoning district in which the use is not allowed, or to vary any minimum spacing requirement between uses: and

2. Shall not be granted in order to relieve a hardship which is solely personal, self-created or financial in nature.

C. Application

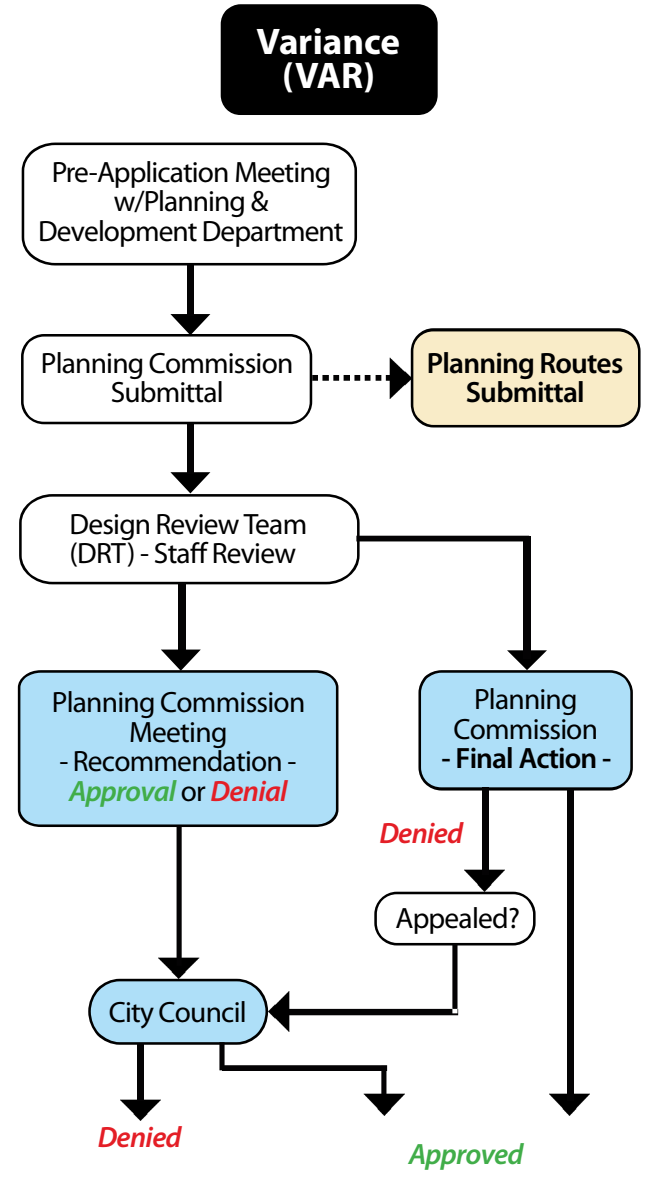
An application for a Variance shall be made on a form provided by the Department. This application shall be filed at the office of the Department. The application shall be signed, notarized and acknowledged by the owner of record of the property for which the Variance is sought; provided however, that:

1. **Other Governmental Ownership.** With respect to property which is owned by the State of Nevada or the United States of America, a Variance application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has entered into a contract with the governmental entity to obtain ownership of the property;

2. **Non-Owner Applicant.** A Variance application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which a Variance is sought. However, interest in that property must exist in a written agreement with the owner of record attached to which is a copy of the Variance application and

Variance

Typical Review Process **19.16.140**



in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to honor and be bound by the requested Variance if it is approved and by any conditions of approval attached thereto.

D. Successive Applications

1. **Previous Variance Application.** An application for a Variance on property concerning all or any part of a previous application for the same use, a similar use or a less restrictive use which has been denied, or concerning a previous application which has been withdrawn subsequent to the noticing of a public hearing, shall not be accepted until the following periods will have elapsed between the date of the denial or withdrawal and the date of the meeting for which the proposed application would be scheduled in the normal course:

   a. After the first denial or any withdrawal after public notice has been given – one year.

   b. After the second or subsequent denial or withdrawal after public notice has been given - two years.

2. **Previous Similar Application.** An application for a Variance concerning all or any part of a previous application for a Special Use Permit or Rezoning for the same use, a similar use or a less restrictive use which has been denied, or concerning a previous application which has been withdrawn subsequent to the noticing of a public hearing, shall not be accepted until the periods described in this Paragraph (1) have elapsed.

3. **Withdrawn Without Prejudice.** The time periods that are described in Paragraphs (1) and (2) above, and that otherwise would become effective because of the withdrawal of an application, shall not become effective if, after consideration of the timing and circumstances of the withdrawal, the Planning Commission or the City Council specifically approves the withdrawal without prejudice.

E. Request for Abeyance

An applicant who wishes to have an application held in abeyance following the notice and posting of a hearing before the Planning Commission or the City Council shall state good cause for the request. Good cause shall be more than mere inconvenience to the applicant or lack of preparation. The Planning Commission may not grant to an applicant, and the City Council may not grant to an aggrieved person, more than two continuances on the same matter, unless the Commission or Council determines, upon good cause shown, that the granting of additional continuances is warranted.

F. Drawings and Plans Required

Plans describing the proposed development of the property shall be submitted with the application. Guidelines for the preparation of the site development plan, floor plans and building elevations are available in the Department. Complete working drawings are not necessary; however, improvements, streets, landscape areas and similar items must be shown. Preliminary drawings must contain sufficient information to permit the determination of compliance with good planning practices, applicable standards and ordinances.

G. Public Hearing and Action

1. **Hearing.** The Planning Commission shall hold a public hearing upon each application for a Variance within 65 days after the application is properly filed.

2. **Notice**

   a. Notice Provided. Notice of the time, place and purpose of the hearing must be given at least 10 days before the hearing by:

      i) Publishing the notice in a newspaper of general circulation within the City; and

      ii) Mailing a copy of the notice to:

         A) The applicant;

         B) Each owner of real property located within a minimum of one thousand feet of the property described in the application;

         C) Each tenant of any mobile home park that is located within one thousand feet of the property described in the application;

         D) The owner of each of the 30 separately-owned parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2);

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

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

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

c. Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least 10 days before the date of the hearing.

3. Hearing. The Planning Commission shall conduct a public hearing on the application. In its discretion and for good cause, the Planning Commission may hold the application in abeyance for further study. However, subject to the provisions of State law, the Commission may not grant to an applicant more than two continuances on the same matter, unless the Commission determines, upon good cause shown, that the granting of additional continuances is warranted. Following the hearing or hearings, the Planning Commission shall make a decision to approve, approve with conditions, or deny the Variance application. The decision shall be based upon evidence that makes the grant or denial of the Variance appropriate. The decision shall either be a final decision or a recommendation, as determined in accordance with Subsection (J).

4. Conditions of Approval or Recommendation. In approving or recommending the approval of a Variance, the Planning Commission may impose any conditions, restrictions or limitations as deemed necessary to meet the general purpose and intent of this Title and to ensure that the public health, safety and general welfare are being maintained.

5 Notice of Decision. The Planning Commission shall provide written notice of each decision on a Variance application, which shall include the reasons for the decision and, if the decision is to recommend approval of the Variance, any modifications, conditions or limitations that the Planning Commission may impose or recommend to be imposed in connection with the approval. The notice shall be provided to the owner, developer or agent.

H. Precedents

The fact that a Variance for the same or similar use has been granted previously for the subject property or nearby property is a factor to be considered, but is not determinative.

I. Burden of Proof

The applicant bears the burden of proof to establish that the approval of a Variance is warranted.

J. Appeals

1. Denials Generally. Except as otherwise provided in Paragraph (3), a decision by the Planning Commission to deny a Variance application becomes final and effective at the expiration of 10 days after the date of the decision unless, within that period, the applicant appeals the decision by written request filed with the City Clerk. Pursuant to LVMC 19.16.010(C), City Council may establish a fee to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be set forth in the fee schedule.

2. Approvals Generally. Except as otherwise provided in Paragraph (3), a decision by the Planning Commission to approve a Variance application becomes final and effective at the expiration of 10 days after the date of the decision unless, within that period, a member of the City Council requests that the item be reviewed by the Council, or an aggrieved person appeals the decision by written request filed with the City Clerk. For purposes of this Paragraph (2), an "aggrieved person" means any property owner within the area of notification for the Planning Commission hearing, as well as anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to LVMC 19.16.010(C), the City Council may establish a fee to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the fee schedule.

3. Automatic Review by City Council. With respect to any Variance application related to and filed in connection with an application for a General Plan Amendment; an application for rezoning; or an application for a Site Development Plan Review or Special Use Permit that requires final action by the City Council, the decision by the Planning

Commission, whether an approval or denial, constitutes a recommendation to the City Council, which shall make the final decision concerning that Variance application.

K. City Council Public Hearing and Action

1. **Notice and Hearing.** The City Council shall conduct a public hearing on any Variance application which is appealed or forwarded to the Council for final action. The City Clerk is authorized to consolidate all appeals or requests for review that have been filed regarding a particular application, or to schedule them in sequence or otherwise, in which case the City Council may hear the items separately or consolidate them for purposes of hearing, as the Council deems appropriate. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who were notified by mail of the Planning Commission hearing, or to the current owners of record in case of properties whose ownership has changed in the interim.

2. **Penalty.** If a structure which is the subject of a Variance application has been or is being constructed without a building permit and is in violation of any of the provisions of this Title, the City Council, in granting the Variance, may impose a penalty in an amount that does not exceed 10 percent of the value of the structure as determined in accordance with the City's Administrative Code.

3. **City Council Decision.** The City Council may review the Variance application de novo, and has the authority to reverse, modify, or confirm any action of the Planning Commission. In making a decision regarding a Variance application, the City Council shall consider the decision of the Planning Commission and the evidence presented at the public hearing and shall be guided by the statement of purpose underlying the regulation of the improvement of land expressed in NRS 278.020 Action by the City Council is final for purposes of judicial review. In the case of an appeal, the City Council:

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

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

4. **Notice of City Council Decision.** The City Council shall provide written notice of its decision, which shall include the reasons for the decision and, if the decision is to approve the Variance, any modifications, conditions or limitations that the Council may impose. The notice shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

L. Determinations

1. In order to recommend approval of, or to approve a Variance application, the Planning Commission or City Council must determine that the Variance is warranted both under State law and this subchapter. The minimum State law standards are set forth in Paragraph (2) below.

2. Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the 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.

M. Premature Use of Property

The issuance of a building permit or business license for a development or structure that requires a Variance, before a Variance is approved, does not replace or otherwise affect the Variance requirement.

N. Revocation

1. **Notice.** A Variance may be revoked or modified by the Planning Commission or the City Council, whichever body took final action to approve the Variance. Such action must be preceded by a hearing, written notice of which must be delivered to the owner, developer, or both, at least ten days prior to any hearing. Notice may be delivered in person or by certified mail, return receipt requested, mailed to the address shown in the records of the Clark County Assessor.

2. **Grounds.** A Variance may be revoked or modified for cause, including a finding of one or more of the following:

   a. That the Variance was obtained by misrepresentation or fraud;

   b. That the development or structure is not in compliance with one or more of the conditions of approval; or

   c. That the development or structure permitted by the Variance is in violation of any statute, ordinance, law or regulation.

3. **Notice of Decision.** Written notice of a decision regarding the revocation or modification of a Variance shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

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

O. Termination

1. **Expiration for Failure to Exercise**

   a. A Variance which will require the construction of a new building and which is not exercised within the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Variance. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (a):

      i. The "approval period" for a Variance is the time period specified in the approval, if one is specified, and two years, otherwise.

      ii. A Variance is exercised upon the issuance of a building permit for the new construction.

   b. A Variance which will not require the construction of a new building and which is not exercised within the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Variance. An extension of time may be granted only if application therefore is made prior to the expiration of the approval period. For purposes of this Subparagraph (b), a Variance is exercised upon the approval of a business license to conduct the activity, if one is required, or otherwise, upon the issuance of a no-work certificate of occupancy (where no structural work is required) or the approval of a final inspection for tenant improvements.

2. **Cessation of Use.** A Variance to allow a use that is not permitted in a particular zone shall be void without further action if the use approved by the Variance ceases for a period of twelve months or more.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19.16.150

DEVELOPMENT AGREEMENT

A. Statutory Authority - Conformance Required

Pursuant to the provisions of NRS 278.0201 through 278.0207, the City Council may enter into development agreements to regulate the development of land within the City. The agreements and the procedures applicable thereto shall be governed by and must conform to NRS 278.0201 through NRS 278.0207 and the provisions of this Chapter.

B. Planning Commission Review

Before the City Council enters into a development agreement pursuant to this Section, the agreement shall be reviewed by the Planning Commission for consistency with the City's General Plan.

C. Administration and Enforcement

Subject to review and input from other City departments, the Department shall be responsible for applying, administering and enforcing the provisions of this subchapter including the negotiation and enforcement of development agreements.

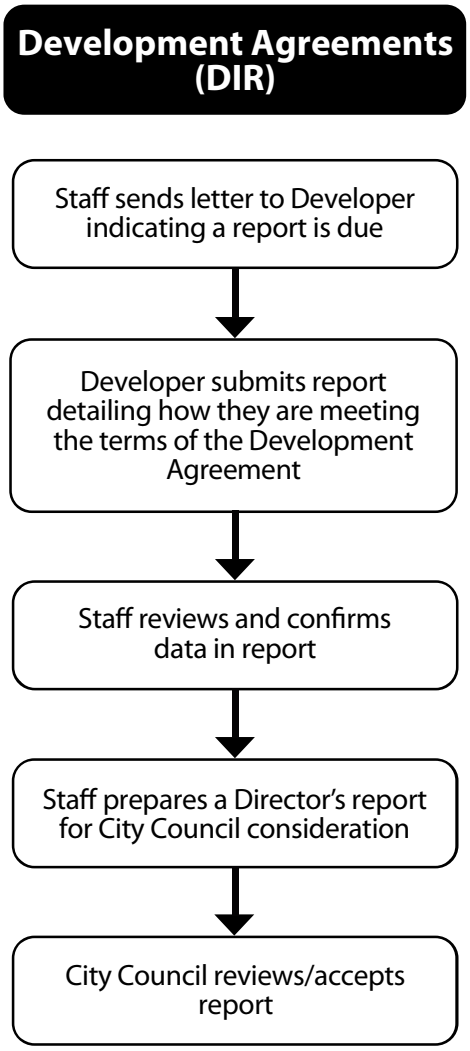
D. Application of Zoning Provisions

Except as otherwise provided in NRS 278.0201 through 278.0207 or in a development agreement entered into pursuant to this Section, all the procedures and requirements of this Title shall apply to the development of property that is the subject of a development agreement.

Development Agreement

Typical Review Process

19.16.150

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19.16.160

TEMPORARY COMMERCIAL PERMIT

A. Purpose

The purpose of this Section is to provide for a Temporary Commercial Permit to allow certain short-term activities that otherwise would not be allowed and to limit the activities to the circumstances and conditions set forth in this Section. The requirements of this Section apply to the activities specified herein whether or not they are conducted for profit.

B. Authority

1. The Director shall have the authority to approve, approve with conditions, or deny a Temporary Commercial Permit.

2. The Director may at any time refer an application for a Temporary Commercial Permit to the Planning Commission for decision.

C. Permitted Uses

The following temporary uses may be permitted by means of the issuance of a Temporary Commercial Permit.

1. A Temporary Contractor's Construction Yard in conjunction with an approved development project; provided, however, that no Temporary Commercial Permit is required if the use is located on the same site as the approved development and is operated in conformance with all applicable City ordinances and standards.

2. Seasonal Outdoor Sales, but only if such sales are limited to a maximum of thirty days prior to the specified holiday. No Temporary Commercial Permit is required when the sales operation:

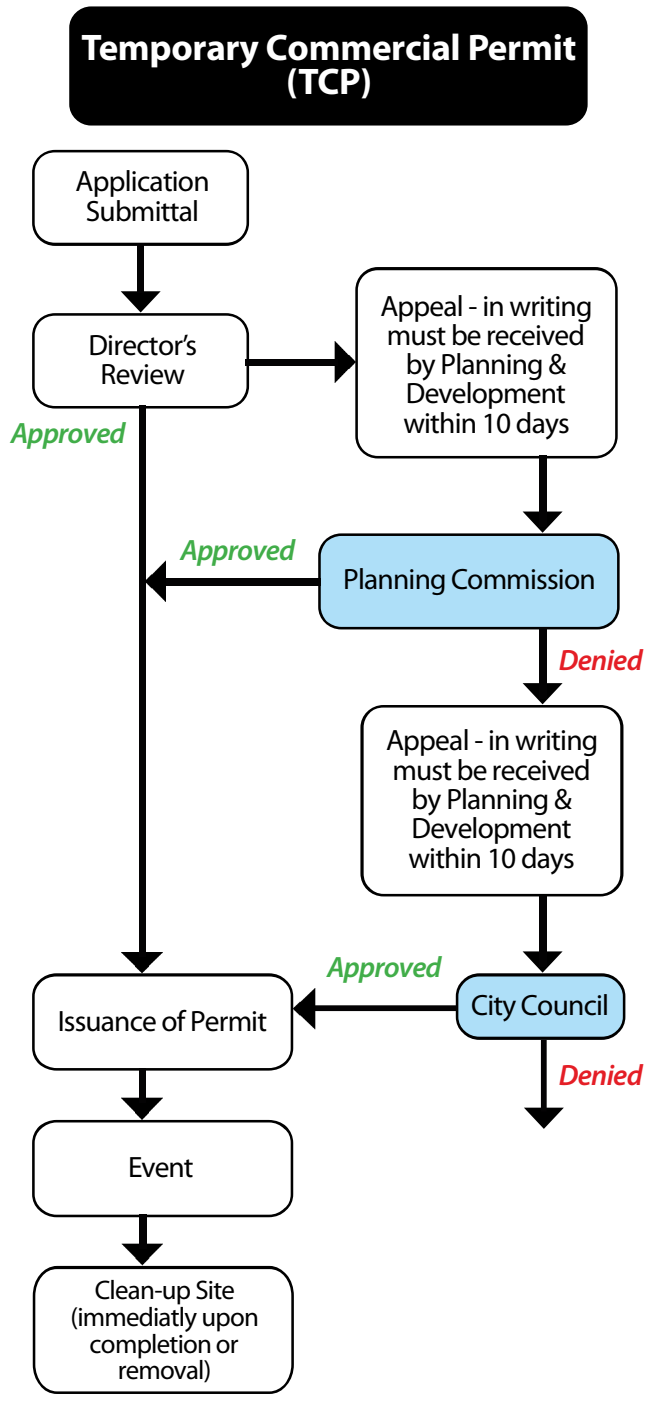
a. Takes place on the same site as, and is in conjunction with, the operation of an established commercial business with a valid business license for that site; and

b. Conforms with all applicable City ordinances and standards.

3. Parking Lot/Sidewalk Sales; provided, however, that such sales:

a. Must take place on the same site as, and be in conjunction with, the operation of an established commercial business with a valid business license for that site;

Temporary Commercial Permit
Typical Review Process 19.16.160



b. Must take place on a paved or concrete area that is located on the same lot or within the same commercial subdivision as the structure that houses the business;

c. Are limited to a duration of seven days each; and

d. Occur no more that four times within a calendar year.

4. Temporary Outdoor Commercial Events; provided, however, that such events:

a. Are limited to a duration of thirty days each; and

b. Occur no more than six times within a calendar year.

5. The sales of new automobiles, new trucks, or new boats at a shopping mall of at least 90 acres in size and located in the C-1 (or a less restrictive) Zoning District. At any one shopping mall, no more than four sales events may occur within any twelve-month period, and no one sale event may last more than three days.

6. Any other temporary use that is similar to those enumerated in this Subsection (C) and that, in the opinion of the Director, is compatible with the zoning district and surrounding land uses.

D. Application and Decision

An application for a Temporary Commercial Permit shall be filed with the Director and shall be accompanied by a filing fee as set forth in the fee schedule. The application shall contain sufficient information and detail to enable the Director to determine the appropriateness of issuing a permit under this Section. Within 30 days after receipt of a complete and sufficient application, the Director shall take appropriate action to approve, approve with conditions or deny the application. The Director may approve a Temporary Commercial Permit if the Director determines that:

1. The proposed use is compatible with existing land uses on the same property and on surrounding properties;

2. The subject site is physically suitable for the type and intensity of the use being proposed;

3. There will be adequate public access to the site and adequate provision for on-site parking;

4. The application is not a continuation of consecutive applications or otherwise an attempt to circumvent the limitations contained in this Section.

E. Appeal

The applicant may appeal a decision of the Director to the Planning Commission by filing a written request with the Department. Any appeal pursuant to this section must be filed within 10 days after the date of the decision that is the subject of the appeal. The decision of the Planning Commission is final, unless appealed to the City Council as in the case of a Variance.

F. Conditions of Approval

In approving a Temporary Commercial Permit, the Director (or, upon appeal, the Planning Commission) may impose conditions, stipulations or limitations as are deemed necessary to ensure that the activity will be consistent with Subsection (D) of this Section. Such conditions may include, but are not limited to the following:

1. Provision for temporary parking facilities, including vehicle ingress and egress;

2. Measures to prevent or reduce nuisance factors such as glare, excessive illumination noise, vibration, smoke, dust, dirt, odors, gases and heat;

3. Regulation of placement, height, size and location of structures, facilities, landscaping and equipment, including provision for buffering and separation;

4. Provision for sanitary facilities and for waste collection and disposal;

5. Measures to promote safety and security;

6. Regulation of signs and other attention-gaining devices;

7. Regulation of operating hours and duration of the temporary commercial use;

8. Regulation of the hours and duration of set-up and dismantling activities;

9. Compliance with applicable provisions of the Las Vegas Municipal Code;

10. Any other conditions which will ensure the operation of the proposed temporary use is conducted in an orderly, efficient manner and in accordance with the intent and purpose of this Section.

G. Cleanup of Temporary Site

The holder of a Temporary Commercial Permit shall be responsible for leaving the property free of debris, litter or other evidence of the temporary use immediately upon completion or removal of the use. If the holder of the Temporary Commercial Permit is not the record owner of the property, the holder and the property owner(s) are jointly and severally responsible for compliance with this Subsection (G).

H. Revocation

A Temporary Commercial Permit may be revoked or modified by the Director, upon notice to the permit holder, if the Director finds that:

1. The permit was obtained by misrepresentation or fraud;

2. The activity is not in compliance with the permit or any condition of approval;

3. The use to be allowed by means of the permit is conducted in violation of any applicable statute, ordinance, or regulation; or

4. The permit is being employed as a means to circumvent the limitations contained in this Title.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19.16.170

TEMPORARY SIGN PERMIT

A. Procedures

The procedures contained in this Section shall govern the application for, and issuance of, all temporary sign permits under this Title.

B. Authority

The Director shall have the authority to approve, approve with conditions, or deny a Temporary Sign Permit.

C. Application and Decision

An application for a Temporary Sign Permit shall be filed with the Department and shall be accompanied by a filing fee as set forth in the Fee Schedule. The application shall contain sufficient information and detail to enable the Director to determine the appropriateness of issuing a permit under this Section. Within 30 days after receipt of a complete and sufficient application, the Director shall take appropriate action to approve, approve with conditions or deny the application. The Director may approve a Temporary Sign Permit if the Director determines that:

1. The proposed temporary signage is compatible with existing signage and land uses on the same property and on surrounding properties;

2. The subject site is physically suitable for the type and intensity of the temporary signage being proposed;

3. The temporary signage meets all applicable standards of this Title for the zoning district and signage type being requested;

4. The application is not a continuation of consecutive applications or otherwise an attempt to circumvent the limitations contained in this Title.

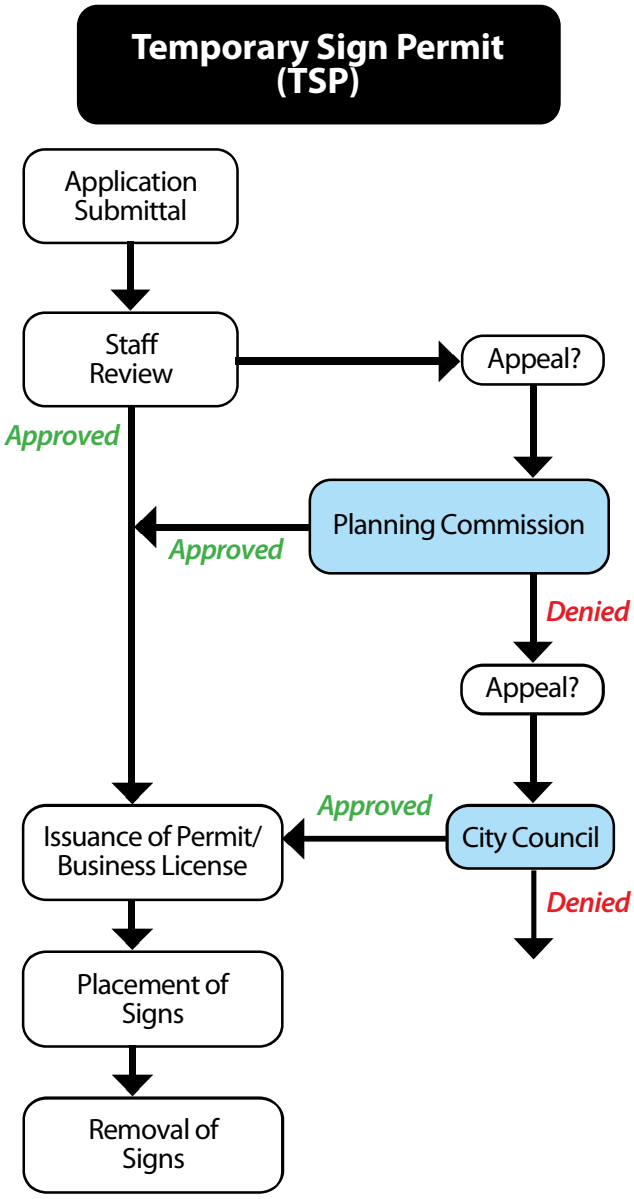
D. Appeal

The applicant may appeal a decision of the Director to the Planning Commission by filing a written request with the Department. Any appeal pursuant to this section must be filed within 10 days after the date of the decision that is the subject of the appeal. The decision of the Planning Commission is final, unless appealed to the City Council as in the case of a Variance.

E. Conditions of Approval

In approving a Temporary Sign Permit, the Director (or,

Temporary Sign Permit
Typical Review Process
19.16.170



upon appeal, the Planning Commission) may impose conditions, stipulations or limitations as are deemed necessary to ensure that the temporary signage will be consistent with Subsection (C) of this Section. Such conditions may include, but are not limited to the following:

1. Measures to prevent or reduce nuisance factors;

2. Regulation of placement, height, size and location of temporary signage, including provision for separation;

3. Compliance with applicable provisions of the Las Vegas Municipal Code;

4. Any other conditions which will ensure the proposed temporary signage is used in accordance with the intent and purpose of this Section.

F. Removal

The holder of a Temporary Sign Permit shall be responsible for the removal of temporary signage within the time frame specified for the signage type pursuant to this Title or as otherwise specified by the permit. If the holder of the Temporary Sign Permit is not the record owner of the property, the holder and the property owner(s) are jointly and severally responsible for compliance with this Subsection (F).

G. Revocation

A Temporary Sign Permit may be revoked or modified by the Director, upon notice to the permit holder, if the Director finds that:

1. The permit was obtained by misrepresentation or fraud;

2. The signage is not in compliance with the permit or any condition of approval;

3. The signage to be allowed by means of the permit is conducted in violation of any applicable statute, ordinance, or regulation; or

4. The permit is being employed as a means to circumvent the limitations contained in this Title.

19.16.180

HOME OCCUPATION PERMIT

A. Purpose

The purpose of this Section is to provide for a Home Occupation Permit to allow limited types of income producing activities within residential zoning districts. A home occupation is an incidental or secondary use so located that the average neighbor, under normal circumstances, would not be aware of its existence. Except as otherwise provided in this Section and Title, no residentially zoned parcel may be used for the purpose of conducting any business or income producing activity except as allowed by means of a Home Occupation Permit.

B. Exceptions

No Home Occupation Permit shall be required for educational activities, including but not limited to music lessons, academic tutoring or religious instruction, provided that no more than two students are present at any one time and the use complies with the requirements of this Section.

C. Authority

The Director or, upon appeal, the Planning Commission, shall have the authority to approve, approve with conditions, or deny a Home Occupation Permit. In approving a Home Occupation application, the Director (or if applicable, the Planning Commission) may impose conditions, stipulations or restrictions as are deemed necessary to ensure that the activity will be consistent with the intent of this Section.

D. Application

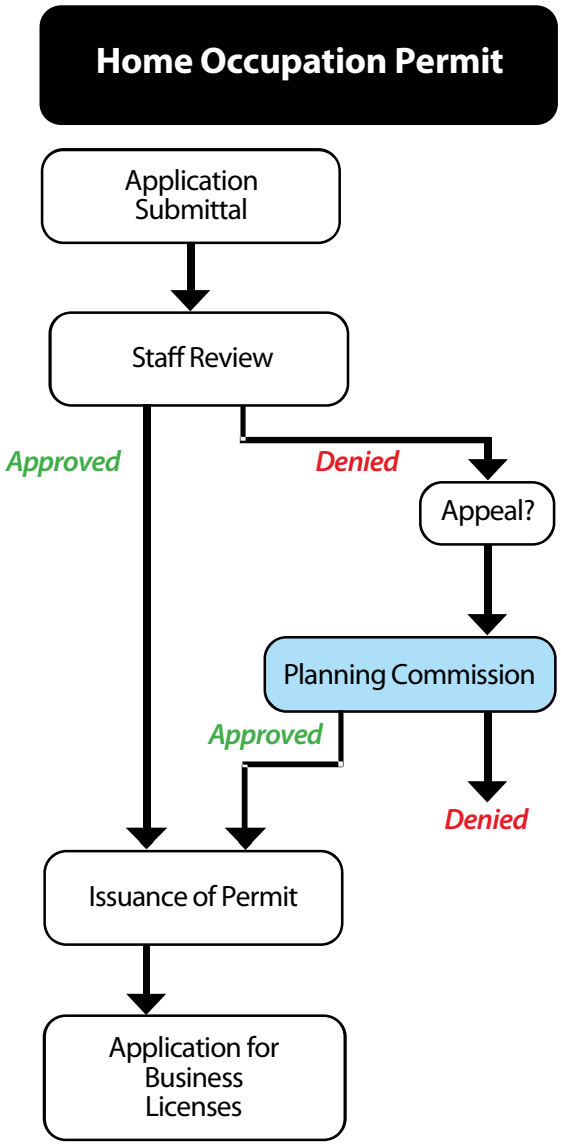
An application for a Home Occupation Permit shall be filed with the Director. The application shall contain sufficient information and detail to enable the Director to determine the appropriateness of issuing a permit under this Section. If the Home Occupation is to be conducted by the tenant of property which is leased or rented, the tenant shall obtain written authorization from the property owner or property manager and submit the authorization with the Home Occupation Permit application.

E. Process and Review

Within 30 days after receipt of a complete application, the Director shall approve, approve with conditions, or deny the application.

Home Occupation Permit

Typical Review Process **19.16.180**



F. Decision and Notice of Decision

1. The Director shall approve a Home Occupation Permit if the Director finds that;

a. The proposed Home Occupation is compatible with the existing residential uses on the property and surrounding properties; and

b. The proposed Home Occupation will conform to the Operational Standards and requirements contained in this subchapter.

2. The Director shall provide written notice of the decision, which shall include the reasons for the decision and, if the decision is to approve the Home Occupation Permit, any modifications, conditions or limitations that the Director may impose. The notice shall be provided to the owner or the owner's agent.

G. Operational Standards

1. In order to approve a Home Occupation Permit, the Director (or if appealed, the Planning Commission) must be satisfied that the proposed Home Occupation can and will comply with the following operational standards:

a. Only the occupants of the dwelling unit shall be engaged in the business activity approved for the Home Occupation Permit;

b. No employees shall report to work or be dispatched from the property;

c. There shall be no transacting of business or offers to transact business with customers or clients who have come to the property;

d. There shall be no signage or other advertising of any kind, whether on the property or elsewhere, which advertises the address or physical location of the property or identifies the existence of a Home Occupation on the property. A home telephone number or a post office box may be advertised by any medium other than on-site signage;

e. No motor vehicle repair, paint or body work; commercial preparation of food for service on the premises; business related to or involving explosives, ammunitions or weapons; beauty parlor or barber shop; or ambulance or related emergency services shall be permitted as a Home Occupation;

f. A Home Occupation shall not create pedestrian, automobile or truck traffic in excess of the normal amount associated with residential uses in the district;

g. A Home Occupation shall be conducted exclusively within the main dwelling or within an accessory structure which has been approved for the Home Occupation Permit, except for horticultural activities;

h. No more than one vehicle, with a maximum capacity of one-ton, shall be used in connection with a Home Occupation Permit;

i. The number of on-site parking spaces shall not be reduced to less than two;

j. There shall be no outdoor storage or use of any toxic chemicals or hazardous materials of any type or in any amount not normally found in a residential structure;

k. There shall be no electrical or mechanical equipment which is not normally found in a residential structure, and no equipment found on the premises shall cause a change in the fire safety or occupancy classification of the dwelling unit; and

l. No Home Occupation shall create or cause noise, dust, light, vibration, gas, fumes, toxic/hazardous materials, smoke, glare, electrical interference or other hazards or nuisances.

2. The following uses are uses that normally may be permitted by means of Home Occupation Permit if they can be conducted in compliance with the Operational Standards in Paragraph (1) of this Subsection. This is not a comprehensive list but should be used to establish appropriate types of uses for Home Occupations.

a. 800 and 900 number telephone services;

b. Accounting, bookkeeping, tax preparation or related services;

c. Appraisal, real estate or related services;

d. Architectural, engineering, general contractor or related professional services;

e. Artist, artisans, hobbyists, jeweler or related services;

f. Computer based businesses, desktop

publishing, drafting or related services;

g. Consulting or related services;

h. Employment services;

i. Financial investment, brokerage or related services;

j. Handicrafts, gift basket assembly, floral, ceramics or related services;

k. Health fitness training services;

l. Home improvement and repair services;

m. Incidental office and telephone uses;

n. Information services;

o. Insurance services;

p. Interior design and decorating services;

q. Legal, court reporting or related services;

r. Mail order and catalog services;

s. Mobile serve businesses;

t. Network marketing services;

u. Janitorial, maintenance and repair services;

v. Party planning services;

w. Photography, video or related services;

x. Secretarial, typing, answering or related services;

y. Tailoring and sewing services;

z. Teaching or related services with a maximum of two students at any one time;

aa. Travel services;

bb. Vending machine businesses; and

cc. Writers, authors or related professionals.

3. Any Home Occupation Permit which is found to be similar to those enumerated in this Subsection and which, in the opinion of the Director, is compatible with the intent of this Section, may be approved or approved with conditions. If the Director determines that a proposed Home Occupation would be detrimental to the public health, safety and welfare or injurious to the existing land uses on the property or to the surrounding properties, or does not substantially conform to the Operational Standards contained in this Section, the Director shall deny the Home Occupation Permit.

H. Appeal of Director's Action

If the applicant is aggrieved by the Director's decision, or any conditions attached thereto, the applicant may appeal the decision to the Planning Commission by written request within 10 days after the date of decision by the Director. The appeal must be filed with the Department. The appeal hearing shall be scheduled as soon as is reasonably possible, and appropriate notice of the hearing shall be provided. The Planning Commission may affirm, reverse or modify the Director's decision. Notice of the Planning Commission's decision shall be provided to the applicant or the applicant's agent, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

I. Optional Treatment of Appeal

The Director or Planning Commission may require that an appeal filed pursuant to Subsection (H) be heard as a public hearing item. The requirement for a public hearing must be based upon a determination that, in the instance of that particular application, the public interest will best be served by providing notice and an opportunity to be heard to surrounding property owners. In such event, the Director shall process the application in accordance with the standards and procedures for Special Use Permit applications.

J. Transfer of Permits

A Home Occupation permit shall not be transferable to:

1. Another address, or

2. Any person other than the applicant, a family member residing in the home, or a legal entity in which the applicant or resident family member has a controlling interest.

K. Expiration

Home Occupation Permits not exercised within one year after approval shall be void without further action unless a greater time limit is specified in the approval. Home Occupation uses which cease for more than 6 months shall be void without further action.

L. Revocation or Modification

1. **Notice and Hearing.** Upon proper notice to, and an opportunity to be heard by, the permit holder, the Director may revoke or modify a Home Occupation permit if the Director determines one or more of the following:

   a. That the Home Occupation is not in compliance with one or more of the Operational Standards of this subchapter;

   b. That the Home Occupation Permit was obtained by misrepresentation or fraud;

   c. That the Home Occupation is being conducted in violation of any statute, ordinance, law or regulation.

2. **Appeal and Notice of Decision.** The Director's decision may be appealed in the same manner as the initial denial of a Home Occupation Permit, in accordance with Subsection (H). The provisions of Subsection (I) shall not apply to the appeal, except that the Director and the or the Planning Commission may provide notice and opportunity to be heard to surrounding property owners.

19.16.190

MODEL HOME PERMIT

A. Issuance -- Required Conditions

With respect to any separately identified subdivision, building permits may be issued for not more than six model homes before the final subdivision map pertaining thereto is recorded if and only if all of the following conditions are met:

1. The final map has been approved by the Director or the Planning Commission.

2. All preconstruction requirements of zoning and plot plan approvals have been met.

3. The site and setbacks of the model homes are in conformance with the final map and the approved zoning.

4. Plan checking of the model homes has been completed and all the items described in LVMC 19.16.060 have been submitted and approved in accordance therewith.

5. The following departments have certified in writing, through their authorized representatives, that their respective preconstruction requirements have been met:

a. The Department of Public Works;

b. The Department of Planning and Development; and

c. The Department of Fire and Rescue.

6. The applicant for such model home permits has acknowledged and agreed in writing that:

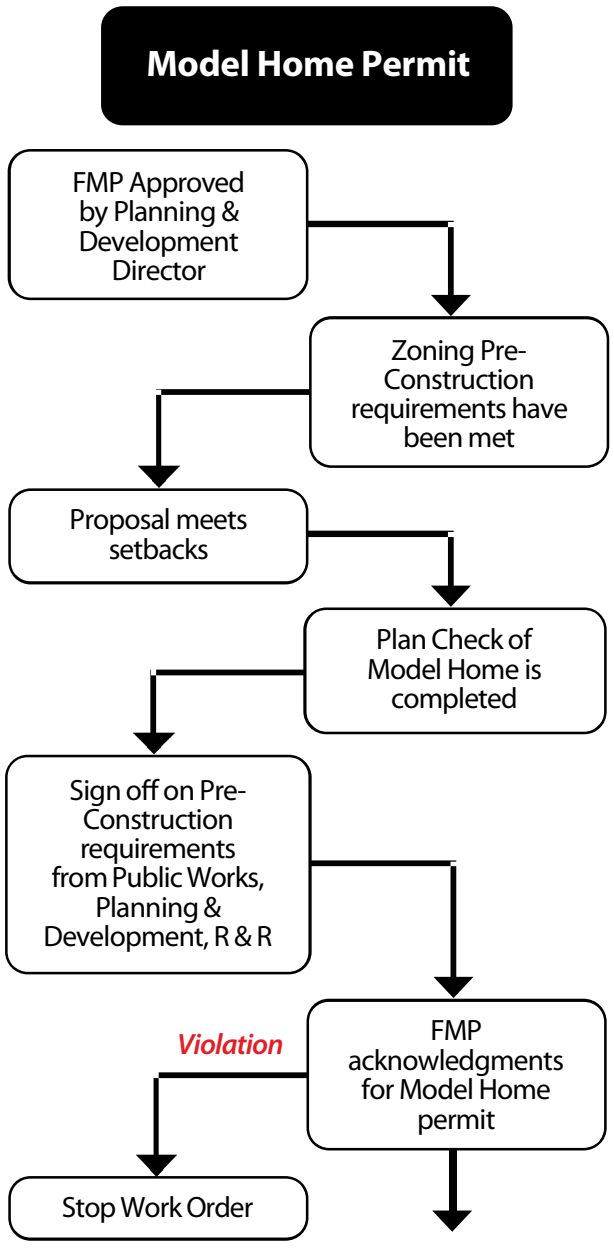
a. No changes to the final map as approved will be made, except those required by the City, and all construction and improvements will conform to the approved map.

b. The permitted model homes will not be sold or occupied for residential purposes until the final map has been recorded.

c. The issuance of model home permits will be expressly limited to the model home use and will not be construed as a commitment by the City to approve the final map or to approve any zoning matter.

d. The applicant will indemnify, defend and hold

Model Home Permit
Typical Review Process
19.16.190



the City and its officers, agents and employees harmless from any liability and from and against any claim, loss or damage it or they may incur because of the issuance of any such permit.

B. Violation -- Revocation -- Stop-Work Order

If the permittee or applicant violates or fails to comply with any requirement of this Title or breaches any promise or obligation entered into pursuant to this Section, the City may deny, suspend or revoke any building permit for a model home and may issue a stop-work order with respect thereto.

19.16.200

SIGN CERTIFICATE

A. Procedures

The procedures contained in this Section shall govern the application for, and issuance of, all sign certificates under this Title.

1. All applications for sign certificates of any kind shall be submitted to the Department on an application form or in accordance with application specifications published by the Department.

2. Within 5 days of receiving an application for a sign certificate, the Department shall review it for completeness. If the application is complete, then the application shall be processed. If the application is incomplete, then notice shall be sent to the applicant, within a 5-day period, of the specific ways in which the application is deficient.

3. Upon approval, the City will issue a certificate and tag for the sign. The tag shall be affixed to the sign in a location where it is plainly visible. Absence of the tag or any record of the issuance of the tag on any sign, which is required by this Title to have a certificate, shall subject that sign to removal in the same manner as in LVMC 19.08.120(D).

4. A renewable sign certificate for a commercial sign shall lapse automatically if not renewed or if the business license for the premise expires or is revoked.

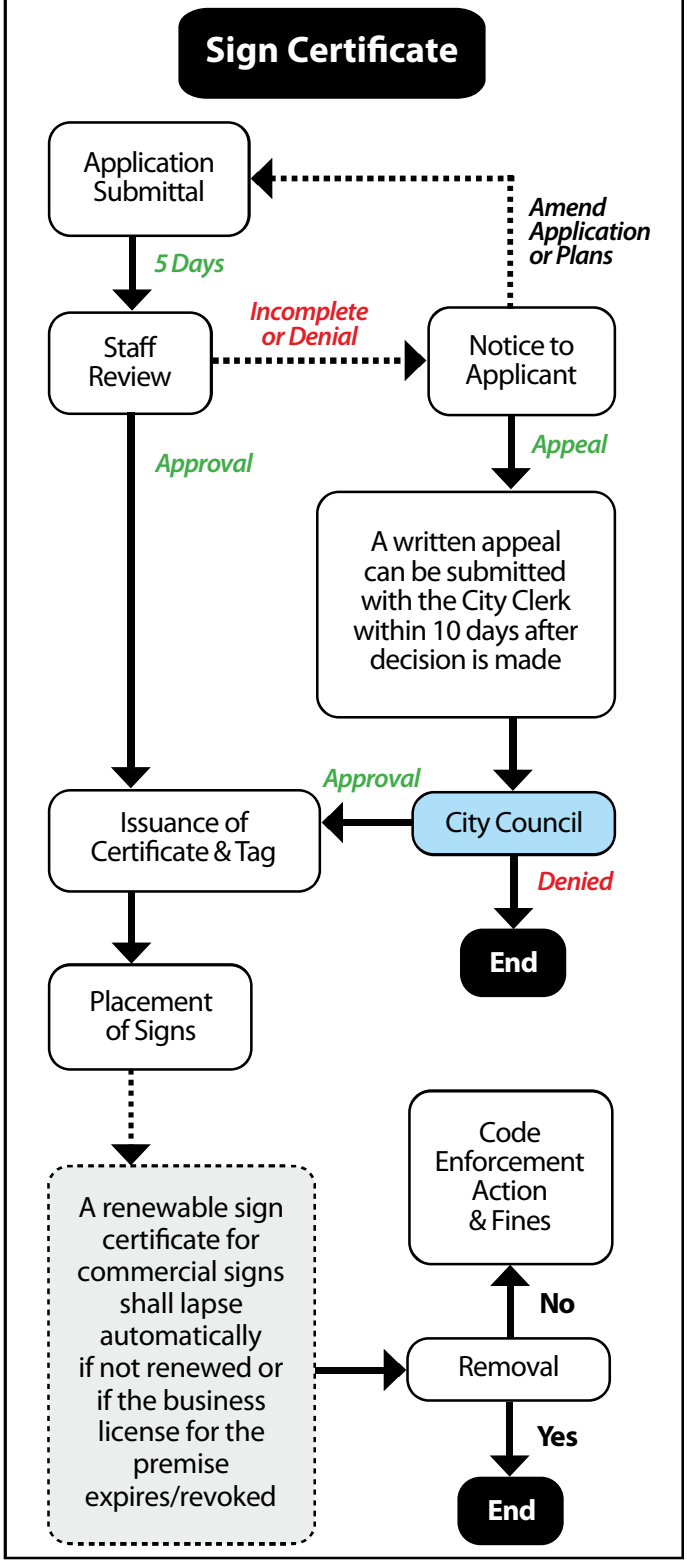
5. Any sign that is the subject of an application received after the effective date of this Title, or any amendment thereto, shall be subject to all the provisions of this Section and shall not be subject to the nonconforming sign protections described in LVMC 19.14.080. For any sign on property annexed into the City after the effective date of this Title, an application for a sign certificate shall be submitted within three months of the effective date of the annexation or within such period as may be established in an annexation agreement between the City and the land owner(s).

B. Removal

Any sign for which a certificate has lapsed shall be removed immediately. The owner(s) of the property on which the sign is erected or displayed, the certificate holder, the owner(s) of the sign, or any person that caused the sign to be installed shall be jointly and severally responsible for the removal of the sign, provided that nothing herein shall be construed to allow any pri-

Typical Review Process

Sign Certificate 19.16.200



vate person to enter onto the property of another person without the permission of the property owner(s).

C. State Sign Permit Required

For any sign that does not qualify as an on-premise sign and that is proposed within 660 feet of any highway classified by the State of Nevada as part of the interstate and primary highway system, a State of Nevada sign permit shall be obtained prior to the issuance of a construction permit or sign certificate by the City. The issuance of a State of Nevada permit does not take the place of the City's Special Use Permit requirement nor compel the granting of a Special Use Permit. Likewise, the approval of a Special Use Permit by the City does not affect the State of Nevada's authority or discretion to deny a state permit.

D. Appeal

Any person aggrieved in connection with the inability to obtain a sign certificate or by any other decision of any administrative officer or agency based upon or made in the course of the administration or enforcement of any provision of this Section may appeal the decision to the City Council. An appeal must be in written form and must be filed in the office of the City Clerk, with a copy to be filed with the Department. The appeal must be filed within 10 days after the administrative decision is made and shall specifically describe the decision at issue and the basis for the appeal. The appeal shall be considered on the next available agenda of the City Council. This Section shall not apply to actions on Master Sign Plans, which shall follow the procedures, including appeals, set forth in LVMC 19.16.270.

E. Violations, Remedies, Penalties

1. Violations

Any of the following shall be a violation of this Section and shall be subject to the enforcement remedies and penalties provided for in this Title:

a. To install, create, erect or maintain any sign in any manner that is inconsistent with any Master Sign Plan;

b. To install, create, erect, or maintain any sign in a way that is inconsistent with any site plan review or aesthetic review governing the sign for the lot on which sign is located;

c. To install, create, erect, or maintain any sign requiring a certificate without such a certificate;

d. To fail to display a tag in conformance with this Section;

e. To fail to remove any sign that is installed, created, erected, or maintained in violation of this Section, or for which the sign certificate has lapsed;

f. To continue any violation. Each day of a continued violation shall be considered a separate violation when applying the penalty portions of this Section;

g. To install, create, erect, or maintain any sign prohibited by or in violation of this Section; or

h. To abandon any sign.

2. Remedies and Penalties

Any sign installed or placed on any property in violation of the requirements of this Section shall be subject to the following:

a. With respect to any sign that constitutes a hazard to the public or a sign without proper certification that has been installed or placed on unimproved property, on public property or within public right-of-way, the sign may be immediately removed and impounded. The City shall notify the sign owner(s) or installer (or other responsible person) of the impoundment, if the person or persons are known to or reasonably can be determined by the City. The notice shall be given within 5 days after impoundment of the sign, or within the additional time as may be necessary in order to identify and locate the person or persons. The City will keep the sign for a period of 30 days following the sign's removal, during which time the owner(s) or other responsible person may reclaim the sign. At the end of the 30-day period, the sign may be destroyed.

b. Signs that are not made subject to the impoundment provisions described in Subparagraph (a) above are subject to removal and impoundment 10 days after appropriate notice has been given, or after such shorter period as the notice may indicate. Appropriate notice shall be deemed to have been given if the City provides written notice to the owner(s) or installer of the sign (or other responsible person). If the notice cannot be given after reasonable efforts to identify and locate the person or persons, the City may affix a notice of noncompliance to the sign itself. If the sign has not been removed or brought into compliance

within 10 days, or such shorter time as the notice may indicate, the City may remove and impound the sign. Following the removal and impoundment of a sign, the City will keep the sign for a period of 30 days following the sign's removal, after which the sign may be destroyed.

c. In addition to other remedies, the City shall have the right to recover from the owner(s) or installer of such a sign, or the owner(s) of the property on which it is located, or any other responsible person, the full costs of removal and disposal of the sign. The City shall certify the removal and may charge the owner(s) or installer or other responsible person for the removal, payable within 10 days after receipt of a statement of charges or the charges may be a special assessment and a lien on the property involved and subject to the provisions of LVMC 9.12.150, 9.12.160 and 9.12.170. It is presumed that the person or entity whose identity is represented on the sign is a person responsible for installing the sign, which presumption may be rebutted by competent evidence. However, the presumption is not rebutted if the sign was erected or placed by a person or entity who, pursuant to contract or otherwise, is acting on behalf of the person or entity whose identity is represented on the sign.

d. Removal pursuant to this Subsection may be accomplished by the City or its authorized agent.

e. For any premises on which there is an existing sign that violates any part of this Section, the City may withhold permits for any other signs, including temporary signs, until the violation has been corrected or the property owner(s) has entered into a written agreement with the City for abatement of the violation by a specified date. The provisions of this Paragraph (2) shall not apply to any sign that is not under the legal control of the applicant for a new sign, whether as owner(s) or lessee(s). A sign user simply renting one space on a larger "tenant board" or other sign advertising multiple businesses shall not be considered to be in control of such sign.

f. Any violation of this Section shall be a misdemeanor. The City may issue a citation and upon conviction seek imposition of fines in accordance with the following schedule:

i. Upon a first conviction, a minimum of $250;

ii. Upon a second conviction within a period of one year, or a first conviction within a period of one year following a finding of civil liability regarding a violation of this Subchapter, a minimum of $500; and

iii. Upon each subsequent conviction a fine of $1,000.

g. As an alternative to a criminal prosecution regarding a particular violation, the City may process the violation as a civil nuisance under LVMC 9.04.04. et seq. Upon a finding of civil liability, the City may seek an imposition of civil liability in accordance with the following schedule:

i. Upon the first finding of civil liability, a minimum of $250;

ii. Upon a second finding of civil liability within period of one year; a first finding of civil liability within a period of one year following a conviction; or any subsequent such finding, a minimum of $500.

h. Each day that any sign has been installed, created, erected, maintained or abandoned in violation of this Section shall be considered a separate violation when applying the criminal or civil penalty portions of this Section.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19.16.210

MAINTENANCE DISTRICT

A. State Law Subjectivity

This Section is enacted pursuant to, and is subject to, the provisions of NRS 278.478 to 278.4787, inclusive.

B. Definitions

As set forth in this Section, the following terms shall have the meanings ascribed to them:

"Assessment" means the monetary amount levied against each tract or assessment unit as an assessment against a lot or parcel of real property within a development or subdivision for any given assessment period benefitted by an improvement.

"Assessment amount" means the monthly amount established by the City as the amount necessary to pay the proportionate share of the cost to maintain the improvements included within the maintenance district, to include, without limitation, the City's administrative costs, the actual cost for contracted services performed, and the associated labor, equipment, insurance, utility, and material costs.

"Assessment period" means each successive period of time running from and including July 1 to and including June 30 of the following year.

"Assessment unit" means each legal lot or parcel of real property comprising, and being included within, the boundaries of the maintenance district and upon which a building may be constructed, whether such building has been constructed or not.

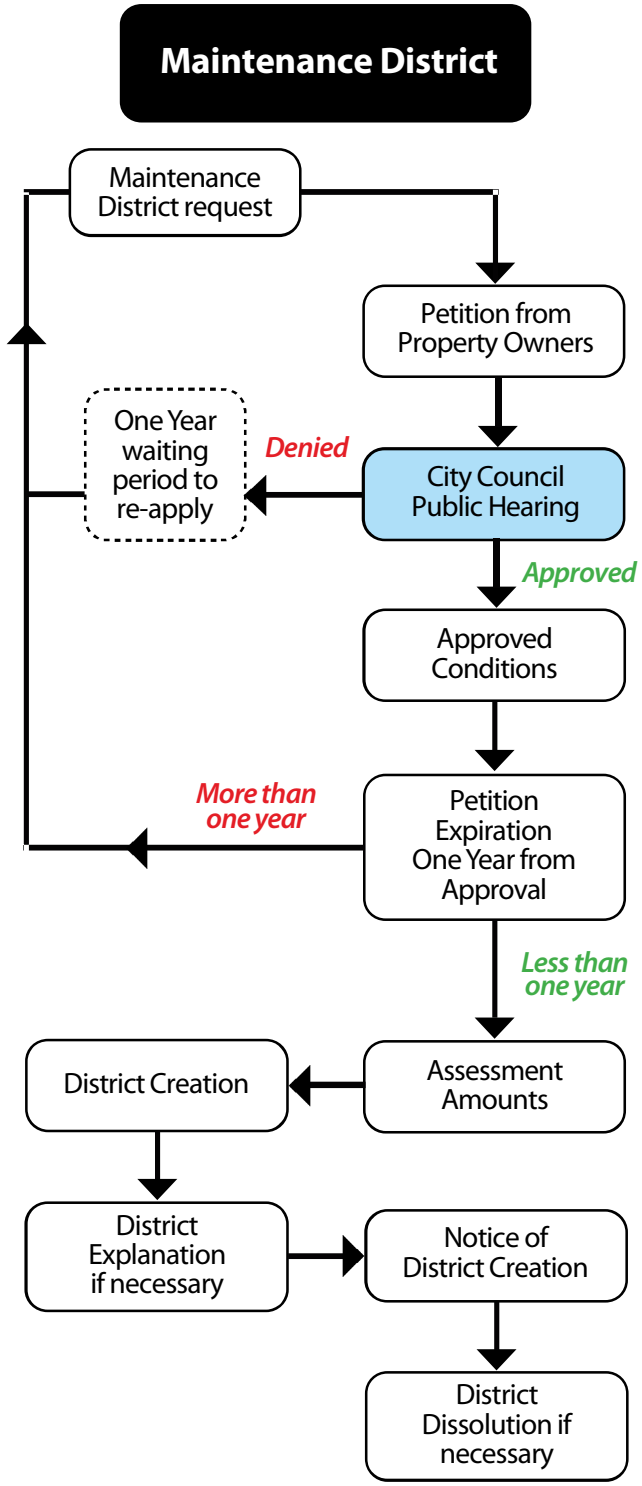
"Improvement" or "improvements" means any of the following improvements that are included or proposed to be included within a maintenance district in accordance with this Section:

1. Landscaping;
2. Public lighting;
3. Security walls; or
4. Trails, parks and open space that provide a substantial public benefit or are required by the City for the primary use of the public.

"Improvement plan" means the plan approved by the City which details the installation of the improvements proposed to be maintained within the maintenance district.

Maintenance District

Typical Review Process



19.16.210

"Landscaping" has the meaning ascribed to it in NRS 278.4781.

"Maintenance" means the care for and upkeep of improvements, including normal repair and replacement of materials and items to sustain an improvement to a level and quality acceptable to the City.

"Maintenance district" means the assessment district created, formed, and established pursuant to this Subchapter to provide for the maintenance of improvements.

"Maintenance district property" means the sum of all legal parcels of real property containing improvements that are requested by the applicant to be included and maintained within the maintenance district. The maintenance district property shall be shown as common area on the final map for a development or subdivision. The ownership of the maintenance district property will be ownership in common shared by the applicant and all future owners of property within the development or subdivision.

"Public lighting" has the meaning ascribed to it in NRS 278.4783.

"Security wall" has the meaning ascribed to it in NRS 278.4785.

C. Right to Petition the City

Pursuant to NRS 278.4787, persons who propose to divide land for transfer or development into four or more lots pursuant to NRS 278.360 to NRS 278.460, inclusive, or NRS Chapter 278A may, in lieu of providing for the creation of an association for a common interest community, petition the City to assume the maintenance of improvements within the development or subdivision. Additionally, if persons who own tracts of land or residential units within an existing subdivision or development with existing improvements, agree to dissolve the association for their common interest community in accordance with the governing documents of their common interest community they may, in lieu of said association, petition the City to assume the maintenance of those existing improvements.

D. Petition Requirements--General

A request for the City to maintain improvements from a person who proposes to divide land for transfer or development into four or more lots pursuant to NRS 278.360 to NRS 278.460, inclusive, or NRS Chapter 278A, shall be filed with the Department at least one hundred twenty days before the approval of the final map for the land, unless such time is otherwise waived by the City. The request must be made by written petition, on a form to be provided by the City. In order to be deemed complete, the petition must include, or be accompanied by the following:

1. The notarized signature(s) of at least a majority of the owners whose property will be assessed;
2. A description of all tracts of land or residential units that would be subject to an assessment;
3. A list of the improvements (including plans) that are proposed to be maintained by the City;
4. An explanation of why the City should accept maintenance of the improvements and what public benefit the City derives from the maintenance of the improvements;
5. An instrument granting the City, its officers, agents, employees, and contractors the right to enter and access the proposed maintenance district property to the extent necessary to inspect the improvements which are proposed to be maintained within the maintenance district;
6. Such other information as the City deems necessary in order to properly evaluate the petition; and
7. An application fee and inspection fee as set forth in the fee schedule.

E. Petition Requirements--Property Owners

A request for the City to maintain existing improvements from property owners in an existing development or subdivision, who propose to dissolve, or have dissolved, their common interest association in accordance with the governing documents of their common interest association, shall be filed with the Department. The request must be made by written petition, on a form to be provided by the City. In order to be deemed complete, the petition must include, or be accompanied by the following:

1. Notarized signatures from at least fifty-one percent of those property owners who would be subject to an assessment, or notarized signatures from at least the same percentage of property owners that would be required by the governing documents of the common-interest community to dissolve the common interest association, whichever is greater;
2. A description of all tracts of land or residential units that would be subject to an assessment;

3. A list of the improvements (including plans) that are proposed to be maintained by the City;

4. An explanation of why the City should accept maintenance of the improvements and what public benefit the City derives from the maintenance of the improvements;

5. Documentation evidencing that a conditional affirmative vote was had by the membership of the common interest association to dissolve the common interest association upon the City's acceptance of the petition for maintenance;

6. An instrument granting the City, its officers, agents, employees, and contractors the right to enter and access the proposed maintenance district property to the extent necessary to inspect the improvements which are proposed to be maintained within the maintenance district;

7. Such other information as the City deems necessary in order to properly evaluate the petition; and

8. An application fee and inspection fee as set forth in the fee schedule.

F. Petition--Public Hearing

1. Unless the requirement is waived by the City Council, the Council shall hold a public hearing regarding a complete petition described in Subsection (D) of this Section at least ninety days before the approval of the final map for the land. The City Council shall hold a public hearing regarding a complete petition as described in Subsection (E) of this Section within one hundred twenty days of its receipt of the completed petition. This time period may be extended at the discretion of the City Council. A petition shall be deemed complete if, in the City's judgment and discretion, it fully complies with the requirements of Subsection (D) or (E) of this Section. Any petition may be reviewed by City staff, by a committee, or by both, for the purpose of providing a recommendation to the City Council.

2. The purpose of the public hearing described in Paragraph (1) shall be for the City to determine the desirability of assuming the maintenance of the specified improvements. The maintenance assessments shall not, however, be effective until the City inspects and accepts the constructed improvements for maintenance. In determining if it is desirable for the City to assume maintenance of the improvements, the following factors may be considered by the City Council:

a. Whether the maintenance of the improvements on the subject property alone, or cumulatively with other maintenance districts in the City, would create an unreasonable administrative or financial burden upon the City;

b. Whether the location of the proposed maintenance district would interfere with the City's ability to efficiently and effectively maintain improvements on the subject property;

c. The extent to which the maintenance district property is located on parcels that are contiguous;

d. Whether the improvement plan submitted by the applicant is consistent with the requirements of the City, City policies, and the City's master plan, including the applicable land use guide approved by the City;

e. Whether the proposed improvements are compatible with the character of the area of the City in which the improvements will be located;

f. Whether the improvements are constructed to any standards for such improvements that have been adopted by the City and are otherwise acceptable to the City;

g. The number and percentage of property owners who signed the petition and the number of protests received from property owners who would be subject to the assessment;

h. Whether the maintenance of the proposed improvements will promote the health, safety and general welfare of the community;

i. The extent to which the proposed maintenance district would be in the public interest;

j. Any recommendation by City Staff and by any committee that may review the petition; and

k. Any other factor deemed by the City Council to be relevant to the petition or to the proposed maintenance district.

G. Petition--Decision by Council

1. If the City makes a determination that it is desirable to assume the maintenance of the improvements,

the City shall form a maintenance district, by ordinance, in accordance with NRS 278.4787(4).

2. If the City Council determines that it would be undesirable for the City to maintain the specified improvements, the Council shall specify the reasons therefor.

3. An applicant whose petition has been considered by the City Council and denied may not repetition the City for a maintenance district within the same development or subdivision for a period of one year.

H. Petition Approval--Council's Right to Impose Certain Conditions

1. In approving a petition, the City Council may impose conditions designed to address the impacts that otherwise would make maintenance of the improvements by the City undesirable. Such conditions may include, without limitation, a requirement to:

a. Submit an agreement or instrument, acceptable to the City, granting the City, its officers, agents, employees, and contractors an exclusive right to enter and access the maintenance district property to the extent necessary to maintain the improvements on the maintenance district property;

b. Submit a written agreement, acceptable to the City, providing a warranty for all improvements for a period of twelve months, or for a shorter period if agreed to by the City, and indemnifying the City for damage or loss resulting from the improper installation or defective design of the improvements.

c. Provide an assessment deposit, equal to the first year of assessments and start up costs, as estimated by the City, for the maintenance district and the costs associated with recording notice with the Clark County Recorder's Office as required in NRS 278.4787(6);

d. Provide an easement, in a form suitable for recordation, that will provide the necessary access by which the City, through its officers, employees, agents and contractors, may perform the maintenance associated with the maintenance district; and

e. If applicable, submit documentation, acceptable to the City, evidencing the costs that have been incurred in maintaining the improvements that are proposed to be maintained by the City. Documentation regarding the maintenance costs shall be for the three-year period preceding the submission of the petition, unless a different time period is agreed to by the City.

2. The City may impose additional conditions as it deems necessary and appropriate at the time of the public hearing at which the creation of the maintenance district is considered.

I. Petition Expiration

A petition approved by the City shall expire one year from the date of the approval, unless all conditions of approval are met and construction of the improvements in question are commenced within that time period. The City shall have the discretion to establish a different expiration period for any particular maintenance district.

J. Assessment Amounts

1. The assessment amount for each assessment unit, including the billing cycle, shall be determined for each assessment period, subject, however, to an annual adjustment. The maintenance district may be considered for revision or adjustment annually and the assessment amount shall be adjusted accordingly based upon the bids received and the actual contracts approved by the City. Additionally, if costs and expenses are increased within the maintenance district by ten percent or more, the assessment amount shall be increased accordingly during the remainder of the assessment period.

2. Assessment amounts shall be payable according to the payment schedule adopted with the establishment of the maintenance district. The City, or its agent, shall mail to the property owner of the assessment unit a bill for the assessment amount to the same address for the property owner of such assessment unit as billings for real property taxes are sent by the Clark County Assessor's Office.

3. Assessment amounts for any partial assessment period shall be prorated based on a three hundred sixty-five day year.

4. The City shall assess a ten percent penalty for each assessment not paid within sixty days from the due date. Interest shall accrue on delinquent payments at the legal rate with unpaid principal, penalties, and accrued interest compounded semi-annually.

K. Improvement Installation Prior To Maintenance District Creation

1. Prior to the creation of a maintenance district, the improvements to be included therein must be fully installed:

   a. In accordance with the City-approved improvement plan supplied by the applicant;

   b. In accordance with any standards for such improvements that have been adopted by the City; and

   c. In a good, workmanlike, and lien free manner.

2. The City may accept a right-of-entry for access purposes at such time as the maintenance district is created.

3. Once the improvements are installed, the applicant shall notify the City, so that the City may inspect the improvements for compliance with the approved improvement plan and other applicable requirements and standards.

4. The City may undertake, or cause to be undertaken, the maintenance of the improvements consistent with the levels and standards approved by the City upon the City's creation of the maintenance district and acceptance of the public access rights. The maintenance of the improvements may be provided by the City or by a contract approved and administered by the City or its agent, under the provisions of NRS Chapters 271, 332 and 338 where applicable.

L. Maintenance District Expansion

Upon the filing of a supplemental petition, containing the same information as required for a complete petition in Subsections (D) and (E) of this Section, and by compliance with all provisions of this Section, the maintenance district may be expanded to include future phases of a development or subdivision provided that the same conditions as required for the creation of the original maintenance district are satisfactorily fulfilled, as determined by the City.

M. Notice Of District Creation

Subsequent to the creation of a maintenance district, the City shall record, in the office of the Clark County Recorder, a notice of the creation of the maintenance district or unit of assessment against the property located within the maintenance district that is sufficient to advise the owners of tracts of land or residential units that the tracts of land or residential units are subject to the assessment. The costs of recording the notice shall be paid by the petitioners. The notice shall be in such form and content so as to encumber the property located within the maintenance district and run with the title thereto.

N. District Dissolution

1. A maintenance district may be dissolved by the City if:

   a. The City determines that the improvements that are covered by the maintenance district are no longer necessary, or maintenance of those improvements is no longer necessary;

   b. A majority of the property owners of the assessment units request that the City dissolve the maintenance district, and an association for a common-interest community has been formed to maintain the improvements in lieu of the maintenance district; or

   c. The City otherwise determines that it is no longer desirable for the City to maintain the improvements within the maintenance district and that an association or other means has been or will be established to maintain the improvements.

2. Any money that may remain in the maintenance district fund after the dissolution of the district may be remitted to an entity that has been created within the development or subdivision to maintain the improvements.

19.16.220

UNIFIED DEVELOPMENT CODE (UDC) TEXT AMENDMENT

A. Purpose

The purpose of this Section is to provide for a process to amend the text of this Title.

B. Authority

1. Whenever public health, safety and general welfare may require, the City Council may amend, supplement, modify, change, or repeal any of the regulations contained in this Title.

2. Except where immediate concern for the public health, safety or general welfare dictate otherwise, the substance of any proposed amendment to the text of this Title shall be presented to the Planning Commission for its recommendation.

C. Planning Commission Public Hearing and Action

1. The Planning Commission shall hold a public hearing upon any proposed text amendment that has been presented to the Planning Commission for review.

2. Notice of the time, place and purpose of the hearing shall be given at least 10 days before the hearing by publishing a notice in a newspaper of general circulation within the City.

3. The Planning Commission shall hear and consider evidence and facts from any person present at the public hearing who desires to be heard and shall consider written communication from any person.

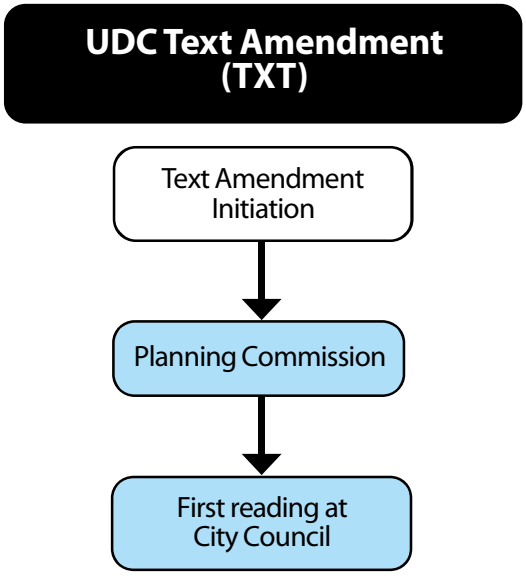
4. At the conclusion of the public hearing on the text amendment, the Planning Commission may recommend approval, approval with modification or disapproval of the amendment, or may hold the item in abeyance for further study.

D. City Council Consideration

The recommendation of the Planning Commission shall be made available to the City Council in connection with the Council's consideration, if any, of the substance of the text amendment.

Typical Review Process

UDC Text Amendment 19.16.220

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19.16.230

STREET NAME CHANGE

A. Purpose

1. The purpose of this Section is to establish a procedure to change the name of any street or a portion of a street.

2. Street name changes will be made consistent with LVMC 19.04.060 and the edition of the City of Las Vegas Street Naming and Address Assignment Regulations adopted therein, as it may be amended from time to time.

B. Application

A petition for Street Name Change shall be made on a form to be provided by the Department. The applicant shall file two copies of the petition with the Director. The petition shall describe with certainty the portion of the street or streets to be affected. The petition shall be signed by all abutting property owners or a representative of the local government initiating the petition.

C. Time of Filing

In order to provide sufficient time for the necessary investigation by the Planning Commission and/or the Director, an application for a Street Name Change must be filed with the Director a minimum of 30 days prior to the date of the meeting of the Planning Commission at which the Street Name Change application is to be heard and considered.

D. Planning Commission Public Hearing and Action

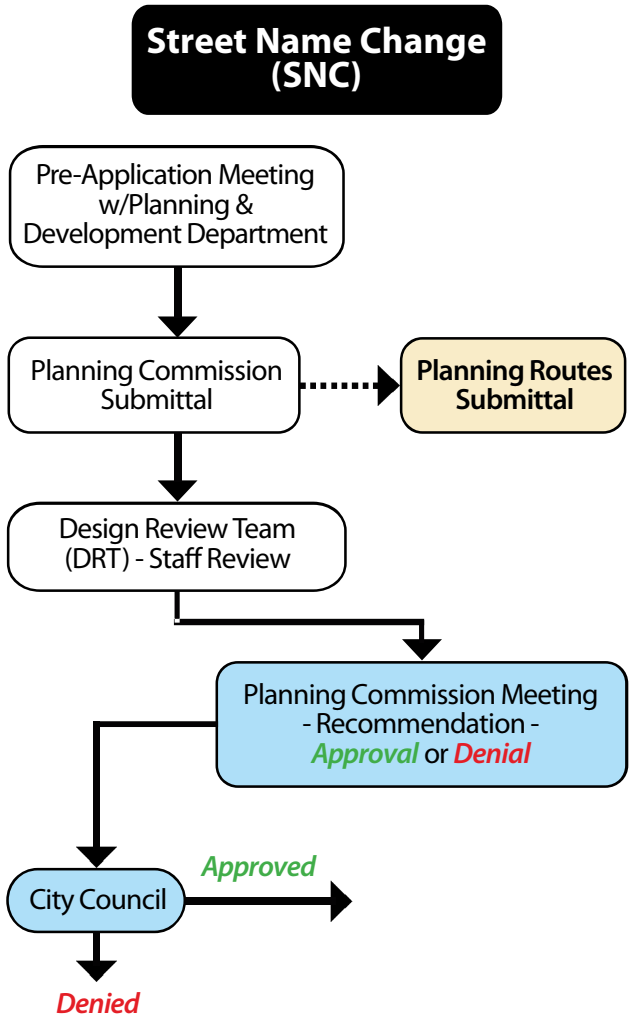
1. **Process and Review.** The Planning Commission shall hold a public hearing upon a completed application for Street Name Change following receipt of the petition.

2. **Notice.** The Director shall endeavor to mail notices of the Planning Commission meeting at which the petition will be considered to all persons owning property abutting the street or streets to be affected by the proposed name change; however, the failure to do so shall not invalidate any action taken at the meeting.

3. **Decision and Report.** Following the conduct of a public hearing or hearings, the Planning Commission shall make its recommendation either to grant or deny the application for a Street Name Change. The Planning Commission shall transmit a report of its recommendation to the City Council.

Typical Review Process

Street Name Change 19.16.230



E. City Council Public Hearing and Review

The City Council shall consider the application for Street Name Change and the recommendation of the Planning Commission at its next available meeting. If the City Council finds that it is in the best interest of the public and that no person will be materially injured, the City Council may order that the name of the street be changed.

F. Recording

The order contemplated in Subsection (E) of this Section shall be recorded in the office of the County Recorder and in the event the original name of the affected street is indicated on a subdivision map, parcel map or plat on file with the Recorder, the County Recorder shall make a written notation of the change on any map affected by the order.

19.16.240

REVIEW OF CONDITIONS

A. Purpose and Intent

The purpose of a Review of Condition is to provide a mechanism for reviewing proposed modifications to conditions of approval imposed by the City Council or Planning Commission. The provisions of this Section are intended to govern whenever there is a proposal to amend, modify or review a condition of approval of an application under this Chapter, notwithstanding the fact that other provisions of this Chapter regarding amendments and modifications to approved applications or plans might otherwise apply. The provisions of this Section are not intended to limit the authority of the Planning Commission or City Council.

B. Application

The applicant for a Review of Condition shall schedule and hold a pre-application conference with the Department prior to the submittal of an application. An application for Review of Condition shall be filed with the Department on a form to be provided by the Department. The application shall be signed and acknowledged by the owner of record of the property for which the Review of Condition is sought, and shall be notarized as to the owner's signature.

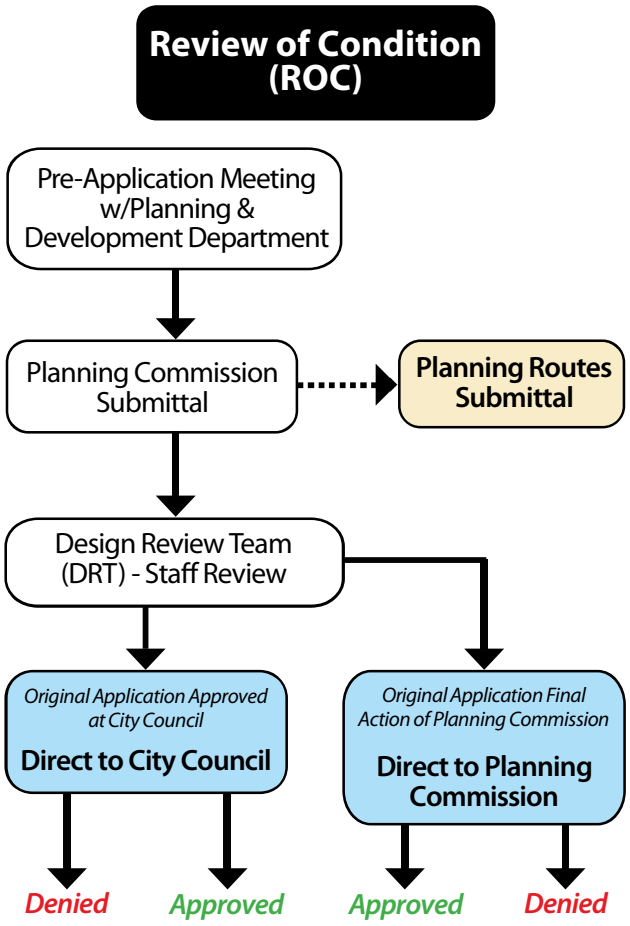
C. Hearing

An application for Review of Condition shall be heard by the Planning Commission or City Council, depending on which body took final action to impose the condition or conditions being reviewed. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

1. Publishing the notice in a newspaper of general circulation within the City; and
2. Mailing a copy of the notice to:
   - **a.** The applicant;
   - **b.** Each owner of real property located within a minimum of one thousand feet of the property described in the application;
   - **c.** The president or head of any registered local neighborhood organization whose organization boundaries are located within the minimum of one mile of the property described in the application; and
   - **d.** The owner of each of the 30 separately-owned

Typical Review Process

Review of Conditions 19.16.240



parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2).

D. Decision

The Planning Commission or City Council, as the case may be, may approve, approve with conditions or deny an application for Review of Condition. The decision is final, subject to the right of appeal available under State law.

E. Notice of Decision

Written notice of the decision by the Planning Commission or City Council, as the case may be, including the reasons therefor, shall be provided to the applicant or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

19.16.250

REQUIRED REVIEW

A. Purpose

The Planning Commission and City Council are authorized by the provisions of this Title to impose conditions in connection with their approval of applications under this Title. From time to time, such conditions of approval include a condition requiring that the application so approved (the "approved item") be brought back for review, either an administrative review or a review by the approving body. The purpose of the Required Review process described in this Section is to provide the mechanism by which approved items may be reviewed for compliance with the provisions of this Title and with conditions that were imposed in connection with the approval.

B. Application

An application for a Required Review shall be filed with the Department on a form to be provided by the Department. The application shall be signed and acknowledged by the owner of record of the property for which the Required Review is sought, and shall be notarized as to the owner's signature. In the absence of a voluntary application, the Department may process the Required Review on its own initiative.

C. Types of Required Review

Where the type of review required by a condition of approval was an administrative review, the Required Review shall be performed by the Director. Where the type of review required by a condition of approval was not an administrative review, the provisions of Subsections (D) through (F) of this Section shall apply.

D. Hearing

An application or agenda item for a Required Review shall be heard by the Planning Commission or City Council, depending on which body took final action to approve the items subject to a Required Review. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

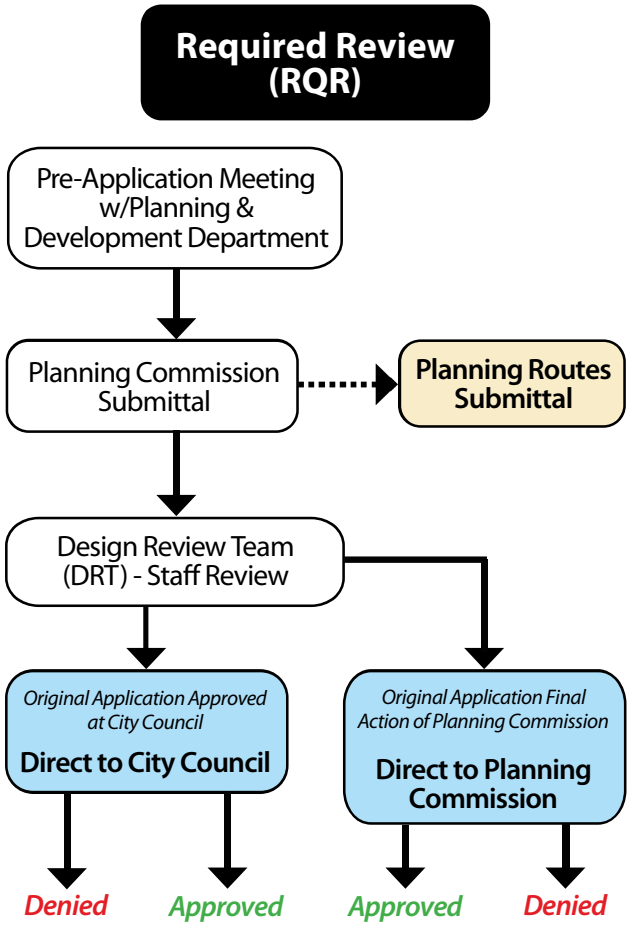
1. Publishing the notice in a newspaper of general circulation within the City; and

2. Mailing a copy of the notice to:

a. The applicant, if any, or otherwise to the property owner, operator of the use, or other representative;

Typical Review Process

Required Review 19.16.250



b. Each owner of real property located within a minimum of one thousand feet of the property described in the application;

c. The president or head of any registered local neighborhood organization whose organization boundaries are located within the minimum of one mile of the property described in the application; and

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

E. Decision

The Planning Commission or City Council, as the case may be, may take such action as it deems appropriate regarding the application, including without limitation:

1. Allowing the previous approval to continue subject to further review;

2. Allowing the previous approval to continue without further review;

3. Allowing the previous approval to continue subject to a different scope, or subject to conditions other than any previously imposed; or

4. Revoking or otherwise terminating the previous approval, but only if notice of the potential to take such action is provided at least fourteen days in advance of the hearing to:

a. The applicant (if any) or to the applicant's agent; or

b. Otherwise, to the property owner or operator of the use (or an agent).

F. Notice of Decision

Written notice of the decision by the Planning Commission or City Council, as the case may be, including the reasons therefor, shall be provided to the applicant, if any, or the applicant's agent, or otherwise to the property owner, the operator of the use, or an agent thereof. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

19.16.260

EXTENSION OF TIME

A. Purpose

The purpose of an Extension of Time is to provide a mechanism for extending the approval period of an approved application with time limitations imposed by the City Council or Planning Commission. The provisions of this Section are intended to govern whenever there is a proposal to extend an application under this Chapter, unless otherwise addressed any other provision of this Title. The provisions of this Section are not intended to limit the authority of the Planning Commission or City Council.

B. Application

An application for an Extension of Time shall be filed with the Department on a form to be provided by the Department. The application shall be signed and acknowledged by the owner of record of the property for which the Extension of Time is sought, and shall be notarized as to the owner's signature.

C. Hearing

An application for an Extension of Time shall be heard by the Planning Commission or City Council, whichever body took final action to approve the item subject to an Extension of Time. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by publishing the notice in the newspaper of general circulation within the City.

D. Decision

The Planning Commission or City Council, as the case may be, may take such action as it deems appropriate regarding the application, including without limitation:

1. Allowing the extension of the previous approval;

2. Allowing the extension of the previous approval subject to conditions other than any previously imposed; or

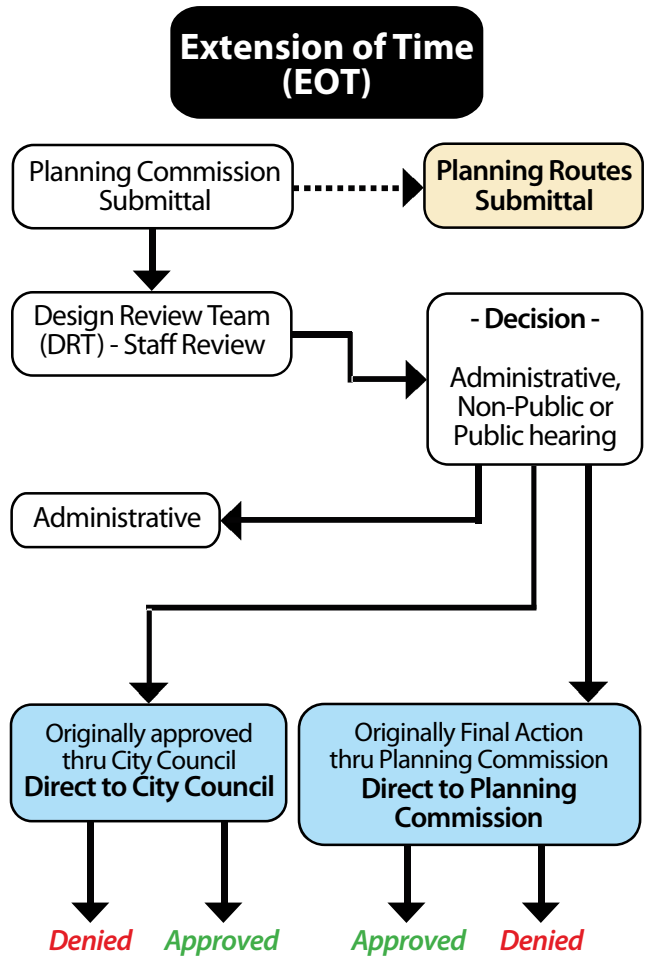
4. Denial of the extension of the previous approval.

E. Notice of Decision

Written notice of the decision by the Planning Commission or City Council, as the case may be, including the reasons therefore, shall be provided to the applicant, if any, or the applicant's agent, or otherwise to the property owner, to the operator of the use, or an agent

Typical Review Process

Extension of Time 19.16.260



thereof. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

19.16.270

MASTER SIGN PLAN

A. Purpose

A Master Sign Plan is required for certain types of development in order to allow the Planning Commission and City Council to ensure the appropriate relationships among building elevations, signage and circulation. Larger commercial developments are likely to generate greater impacts on surrounding residential properties than smaller commercial projects. An effective Master Sign Plan encourages integrated signage, with an emphasis on wall signs and central identification signage rather than multiple freestanding signs along the street frontage. Reducing the amount of sign clutter along street frontages allows the customer of the commercial center to readily identify establishments that have the goods and services they seek.

B. Applicability

1. A Master Sign Plan shall be submitted and approved before any on-premise signage may be installed for the following:

a. Any non-residential project with a site larger than 15 net acres; or

b. Any non-restricted gaming establishment.

2. A Master Sign Plan may be submitted for any development or property not otherwise required to submit a Master Sign Plan to accomplish one or more of the following:

a. To establish the requirements and limitations for signs located in the Gaming and Downtown Overlay districts, and for signs relating to uses that are not regulated elsewhere in this Title and that are located on property in the Planned Community and Planned Development districts;

b. To establish requirements and limitations for signs in a specific development that are more restrictive than would otherwise be required by this Title; or

c. To satisfy a condition or requirement imposed by the Planning Commission or City Council.

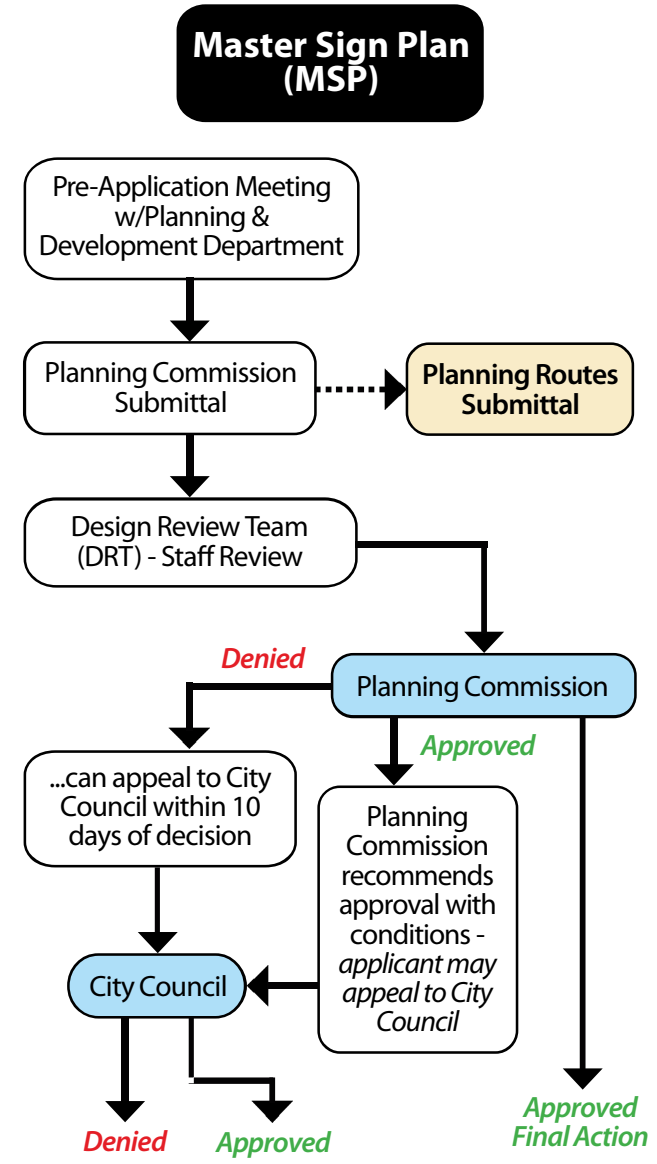
C. Master Sign Plan Requirements

A proposed Master Sign Plan generally may be submitted in connection with a Site Development Plan Review. The Master Sign Plan shall be signed by all the owners

Master Sign Plan

Typical Review Process

19.16.270



or the owner's authorized agent of the subject property on the form the Director requires, and shall include the following:

1. An accurate site plan of the lot, drawn to scale, indicating the location of buildings, parking lots, driveways and landscaped areas on the lot;

2. An accurate indication of the location of each present and proposed sign of any type, whether or not the sign requires a sign certificate, except that incidental signs need not be shown;

3. Design drawings which allow the computation of the sign area and the height of any existing or proposed signs and which indicate any sign characteristics such as illumination or moving parts;

4. A copy of any private restrictions or sign criteria which the owner(s) or developer agrees will govern all signs affected by the Master Sign Plan;

5. The applicable fees set forth in the Fee Schedule;

6. If applicable, standards for window signs that indicate the general type of window signage to be allowed (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside the window); and

7. If applicable, a schedule for bringing all existing signs into conformance with the requirements in the Master Sign Plan.

D. Procedures

1. Hearing

The Planning Commission shall review a proposed Master Sign Plan within 65 days after it is properly submitted for review. The Planning Commission, in its discretion, may hold the Master Sign Plan in abeyance for good cause. Following the review, the Planning Commission shall make its recommendation to approve, approve with conditions, or deny the Master Sign Plan. The decision shall be based upon evidence that makes approval or denial of the Master Sign Plan appropriate.

2. Conditions of Approval

In approving a Master Sign Plan, the Planning Commission may impose the following conditions, restrictions or limitations as the Commission may determine to be necessary to meet the general purpose and intent of this Title and to ensure that the public health, safety and welfare are being maintained. All signs in the Master Sign Plan shall:

a. Either conform to all standards for the zoning district in which the sign will be located, under this Title, or establish sign requirements and limitations that are more restrictive than those set forth in this Title and that are consistent with the standards and criteria set forth in the following Subparagraphs (b) through (g). Master Sign Plans may also be used to establish the requirements and limitations for signs located in the Gaming and Downtown Centennial Plan Overlay districts, and the Planned Community and Planned Development Districts;

b. Conform to the Residential Protection Standards set forth in this Title;

c. Conform to site plan and development standards regarding circulation and emergency exit patterns, parking and loading requirements and other standards related generally to the location of structures within a development;

d. Be compatible with the architectural characteristics and spatial relationships of the buildings on which the signs are attached, and the placement of freestanding signs on the site, when considered in terms of location, scale, proportion, color, materials, and illumination;

e. Be professionally designed and fabricated from materials that meet the physical demands of an urban setting;

f. Be creative in the use of two- and three-dimensional forms, iconographic representations, illumination and graphic design, including the use of color, pattern, typography, and materials; and

g. Be designed as attractive and complementary features of the development, which it serves.

3. Effect of Denial; Appeal

A decision by the Planning Commission to deny a Master Sign Plan becomes final and effective at the expiration of 10 calendar days after the date of the decision unless, within that period, the applicant appeals the decision by written request filed with the City Clerk.

4. Final Action Concerning Appeal or Approval

A decision by the Planning Commission to approve a Master Sign Plan constitutes final action, unless, with respect to a conditional approval, the applicant appeals the decision by written request filed with the City Clerk within ten calendar days after the date of the decision. The City Council shall review and make the final decision concerning each Master Sign Plan which has been appealed to the City Council.

5. City Council Decision

In the case of an appeal, the City Council may approve, approve with conditions, or deny the Master Sign Plan. In doing so, the City Council shall consider the decision of the Planning Commission and the evidence presented at the public hearing. Action by the City Council is final.

6. Deemed Disapproval

If there is no final action by the Planning Commission or City Council on a Master Sign Plan within 90 days after the filing of a complete Master Sign Plan application, exclusive of any period of delay agreed to by the applicant thereof, it shall constitute a denial of the proposed Master Sign Plan. In the case of a failure by the City Council to reach final action on a Master Sign Plan, the applicant may seek direct judicial review of that denial based on the record then pending before the City Council.

E. Amendments

1. Minor Amendment

a. Applicability. This Minor Amendment process shall apply to any amendment to a Master Sign Plan which does not propose any of the following:

i. Any increase by greater than ten percent in the number or size of freestanding or consolidated signs requiring certificates;

ii. Any substantial increase in the size, or illumination of wall, awning, roof, marquee or permanent window signs located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use; or

iii. Any substantial change in the location of wall, awning, roof, marquee or permanent window signs located within 200 feet of property zoned or shown on the General Plan as planned for single-family residential (attached or detached) use.

b. Procedure. The applicant shall file an application in writing, with supporting drawings, specifically identifying the proposed changes to the approved Master Sign Plan. The Director shall review the application for completeness, and the applicability of the Minor Amendment process under this Section, within 5 business days of the date the application is received. After the Director finds that the application is complete, and that the Minor Amendment process applies, the Director shall review and act on the Amended Master Sign Plan application within 15 business days of the date the application is received. The application shall be reviewed for consistency with any conditions included in the original Master Sign Plan. If the "Master Sign Plan with Minor Amendments," is consistent with any conditions included in the original Master Sign Plan, the Director shall approve the application. The Director shall mark the approved plan as "Master Sign Plan with Minor Amendments," and indicate the date of approval. From that date, the amended Master Sign Plan shall be the official Master Sign Plan.

c. Resubmission or Appeal. If the Minor Amendment is denied under this Paragraph (1), the applicant may revise and resubmit the application or may submit the complete application as a Major Amendment, in accordance with Paragraph (2). The submission of the application as a Major Amendment shall be in lieu of any appeal.

2. Major Amendment

a. Applicability. Any amendment to a Master Sign Plan, which does not meet the criteria for a "Minor Amendment," as set forth in Paragraph (1), shall be reviewed as a Major Amendment.

b. Procedure. A Major Amendment Master Sign Plan is accomplished by the same process and procedures required establishing a new Master Sign Plan. The proposed Major Amendment shall specifically identify the proposed changes to the existing Master Sign Plan that is in effect.

c. Schedule for Achieving Conformance. If any application for a Major Amendment to a Master Sign Plan is filed for a property on which

existing signs are located, the application for the amended Master Sign Plan shall include a schedule for bringing into conformance all signs that do not conform to the proposed amended Master Sign Plan.

F. Effect

After approval of a Master Sign Plan, or amended Master Sign Plan, no sign shall be erected, placed, or altered, except in conformance with the Master Sign Plan, and the Master Sign Plan shall be enforced in the same way as any provision of this Title.

19.16.280

APPENDICES

A. Adopted

There are adopted, as part of this Chapter, five appendices, designated as Appendices "A," "B," "C," "D," and "E," which are incorporated by this reference and copies of which shall be maintained in the office of the City Clerk and the Department. The appendices are related to the preparation and submittal of parcel maps, tentative subdivision maps, final subdivision maps under the applicable provision of this Title and requirements related to boundary line adjustments as authorized and described by State law. The appendices are listed as follows:

1. Appendix A - Parcel Map Application Checklist ;
2. Appendix B - Tentative Map Application Checklist;
3. Appendix C - Final Map Application Checklist;
4. Appendix D - Monumentation Requirement ;
5. Appendix E - Required Certificates;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Definitions & Measures

Unified Development Code
Title 19


CLV
WEB
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19.18
Definitions & Measures

19.18.010 General 339

19.18.020 Words and Terms Defined 339

19.18.030 Measurement Rules 373

GENERAL 19.18.010

Terms which are used in this Title and are not specifically defined shall be given their ordinary meaning, unless the context requires or suggests otherwise. In the case of ambiguity or uncertainty concerning the meaning of a particular term, whether or not defined, the Director and staff of the Department shall have the authority to assign an interpretation which is consistent with the intent and purpose of this Title, or an interpretation which is consistent with previous usage or interpretation.

WORDS AND TERMS DEFINED 19.18.020

Abandoned Sign. A sign that:

1. Has ceased to be used to display a message relating to an on-going business, product, service, idea or commercial activity and where the owner(s) of the sign has manifested an intention to permanently cease to use the sign. A sign shall be presumed to be abandoned if it has not been used to display or support such a message during any continuous one-year period;
2. Is an on-premise sign pertaining to a building that has been destroyed or damaged beyond use, and substantial construction work for its repair or replacement has not begun within six months after such destruction. This period may be extended by the Planning Commission upon application of the property owner(s) for good cause shown; or
3. Is an on-premise sign pertaining to a business that has advertised or otherwise publicly indicated that it is "going out of business," closing, moving, or closing at this location by a date that has passed.

Abandoned. Concerning a building or use, means not having been developed or maintained for a stated period of time.

Abut. To physically touch or border upon; or to share a common property line, but not overlap.

Access. A way or means of approach to provide vehicular or pedestrian physical entrance to a property.

Accessory Structure. A structure that is:

1. Located on the same lot as a principal structure;
2. May be detached from or attached to the principal structure; and
3. Incidental or subordinate to the principal structure.

Accessory Structure (Class I). An accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests.

Accessory Structure (Class II). An accessory structure which is located on the same lot as a principal structure, is detached therefrom, is incidental or subordinate thereto, and does not qualify as an "Accessory Structure (Class I)."

Accessory Use. A use incidental or secondary to the principal use of a lot, building or structure and located on the same lot as the principal use.

Action. The decision made by the reviewing authority on a land use application; the determination made and any conditions of approval.

Adjacent. To be separated by common property lines, lot lines, or is directly across a street, private street or access easement, or right-of-way (other than a freeway or arterial) from the subject property.

Adult Day Care Center. A facility that provides personal care and related services to more than ten dependent adults in a supervised, protective, congregate setting during some portion of a twenty-four hour day. Services typically offered in conjunction with an adult day care center include social and recreational activities, training, meals, and services such as rehabilitation and medication assistance.

Advertising. Any writing, painting, display, emblem, drawing, sign or other device designed, used, or intended for display or any type of publicity for the purpose of making anything known or attracting attention to a place, product, goods, services, idea or statement.

Air Rights. The right to use space above ground level.

Airport Elevations. The highest point of an airport's useable landing area measured in feet above mean sea level.

Airport, Heliport or Landing Field. Any area of land designated and set aside for the landing and taking off of any aircraft regulated by the Federal Aviation Administration, together with related refueling and terminal facilities.

Alley. A private or public way which affords only a secondary means of access to abutting property and which is not intended for general travel or circulation.

Alter. To make any change in the structural members or other features of a building; or any change to allow the building to be used for purposes other than those for which it was originally intended. "Alter" includes "enlarge".

Amenity. A natural or created feature that enhances the aesthetic quality, visual appeal or attractiveness of a particular property, place or area.

Amphitheater. An oval, circular or semicircular outdoor theater in which the stage or screen area is surrounded by rising tiers of seating or assembling areas, or both.

Ancillary Lounge Bar. A bar located in a lounge area of a hotel or approved mixed-use building which has a minimum of one hundred-fifty rooms or residential units, unless the City Council determines that public health, safety and welfare are not compromised by a lesser number of rooms or units, where the lounge bar makes available alcoholic beverages for consumption in specified areas only. The term does not include a bar that is ancillary to a "Non-restricted Gaming Establishment," as defined in this Title

Ancillary Use. A use incidental to and customarily associated with a specific principal use and which is located on the same parcel or lot.

Animal Hospital, Clinic, or Shelter. A facility that provides medical or surgical treatment for animals or pets, as well as shelter and care during the time of such treatment. Such a facility may, but does not necessarily, include the use of outdoor pens in providing such shelter and care.

Animal Keeping and Husbandry. The raising, keeping and breeding of domestic animals, including without limitation dogs, cats, birds, sheep, goats and pot-bellied pigs. The use must be ancillary to the principal use, but may be conducted for commercial purposes.

Animal Keeping, Wild or Exotic. The keeping of nondomestic animals, including without limitation wild animals as defined in LVMC 7.04.500.

Animal Production. A facility or area for raising animals (including fish and birds) and the development of animal products, such as meat, fur or eggs on a commercial basis. This use does not include raising animals to sell as pets.

Antenna. Any exterior apparatus that is mounted on a structure and is used for transmitting or receiving communications, including electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless communication signals or other communication signals.

Antenna Tower. A pole or other structure, including any supporting elements, that is used to support one or more wireless communication antennas. The term includes a pole or other structure that supports a wireless communication antenna and that is attached to a trailer or other portable support.

Antenna Tower Alternative Structure. A structure such as a flagpole, man-made tree, clock tower, bell steeple, or similar alternative-design mounting structure that substantially camouflages or conceals the presence of wireless communication antennas or antenna towers.

Antique/Collectible Store. Any building used for the sale of:

1. Any old and authentic object of personal property which was made, fabricated or manufactured sixty or more years earlier and which has a unique appeal and enhanced value mainly because of its age; or
2. Any article of personal property which was made, fabricated or manufactured twenty or more years earlier and because of public demand has attained value in a recognized commercial mark which is in excess of its original value.

Apartment House. A structure which contains three or more apartment dwelling units and which does not qualify as a condominium, townhouse dwelling or residence hotel.

Apartment. A room, or suite of rooms, within an apartment house which has facilities for the preparation of meals, is designed for and used or intended to be used by one family and is intended to be occupied on a rental basis with a rental period of at least one week.

Arcade Sign. A wall or projecting sign attached to the roof or the wall of an arcade and totally within the outside limits of the structural surfaces that delineate the arcade.

Archeological Site. A site that has yielded, or exhibits the promise of yielding, information important in the understanding of human prehistory or history. Such information may consist of evidence of past human life, habitation or activity, as well as material remains.

Architectural Feature. A decorative element intended to enhance the character of a structure and may be an integral part of the structure. Architectural features may include, but are not limited to, porches, eaves or freestanding forms and monuments.

Asphalt or Concrete Batch Plant. A permanent facility or area for the mixing of concrete or asphalt.

Assisted Living Apartment. An apartment or apartment complex which provides personal care services to senior citizens for daily living needs. Such services may include, but are not limited to, preparation and service of meals, housekeeping, laundry, monitoring of rooms, monitoring of medication, or assistance with bathing. The term includes commercial uses that are ancillary to an apartment complex

as long as the total amount of floor space dedicated to such uses does not exceed 5% of the total gross floor area of the apartment complex and there is no external signage for, nor external access to, the commercial uses. The term does not include a convalescent care facility/nursing home or other medical facility that is specifically defined in this Chapter.

Astrologer, Hypnotist, or Psychic Art & Science. Any person who practices, teaches, or professes to practice the business of astrology, hypnotism or the psychic arts and sciences for a fee, gift, donation, or otherwise. Psychic arts and sciences may include palmistry, phrenology, life reading, fortune telling, cartomancy, clairvoyance, clairaudience, crystal gazing, mediumship, prophecy, augury, divination, magic or necromancy. The term does not include a hypnotherapy practice.

Attached Sign. Any sign that is attached to an occupied building or building designed for occupancy.

Attention Gaining Device. Any streamer, pennant, propeller, inflatable sign, tethered balloon, portable sign, bunting or other artificial device, figure, shape, color, sound, light or exhibit, whether live, animated or still, that is intended to attract attention to a use or business being conducted either on or off site.

Auction House. An enclosed establishment for the temporary storage and offering by an auctioneer of qualified property which is offered or sold to the highest bidder by means of a request or invitation for bids. For purposes of this definition, the term "qualified property" means property of any kind belonging to another, but excluding animals, motor vehicles and business inventory to be liquidated following or in connection with the closing of a business. The term "auction house" does not include a secondhand dealer.

Auctioneer. A person who cries out or otherwise requests or solicits bids for purposes of offering to sell property to the highest bidder.

Auto Broker. A facility or area used primarily for the wholesaling of used motor vehicles, typically on an intermediary basis between an auction house and a used car dealership. The term does not include a facility or area used for the retail sales of used vehicles.

Auto Dealer Inventory Storage. The parking or storage, other than for purposes of display, of new motor vehicles which constitute inventory of a new motor vehicle sales dealership, where such parking or storage is maintained by the dealership either on the same parcel as the dealership or on a separate parcel.

Auto Paint & Body Repair Shop. A facility for collision services including body, frame or fender straightening or repair and painting of vehicles in an appropriate paint booth.

Auto Parts (Accessory Installation). A facility for the retail sale and installation of auto accessories such as stereos, alarms and other types of accessories.

Auto Parts (New & Rebuilt) (Accessory Sales & Service). A facility for the retail sale and installation of lubricating oils, tires, filters and other new or rebuilt goods for use in motor vehicles. The resurfacing of rotors, pressing of bearings, grinding of brake drums, and similar activities are permitted as incidental uses, as well as the installation of auto accessories.

Auto Repair Garage, Major. A facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. The term includes a facility which performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds.

Auto Repair Garage, Minor. A facility for the performance of minor repairs and service on vehicles of 10,000 pounds gross vehicle weight or less. Such repairs and service are limited to electronic tune ups, brake repairs (including drum turning), air conditioning repairs, generator and starter repairs, tire repairs, front end alignments, battery recharging, lubrication, selling/installing minor parts and accessories, and other similar activities. The term also includes the repair and installation of other minor elements of an automobile such as windshield wipers, hoses, windows, etc., but excludes general engine repairs, engine installation, and the repair and installation of transmissions and differentials.

Auto Sales Showroom. A completely enclosed facility for the display, storage and sale (or leasing) of new or used automobiles and trucks, along with related accessories. This use does not include a motor vehicle sales use as defined in this Title and does not include any ancillary activity normally associated with such uses, including without limitation the service, repair and rental of vehicles.

Auto Smog Check. A facility for the testing of vehicle emissions.

Auto Title Loan. A business whose primary function is to lend money on the security of the title to a motor vehicle rather than on the security of the vehicle itself.

Automobile Detailing Shop. Any building or premises used for washing and cleaning of passenger vehicles.

Automobile Rental. A facility for the rental of new or used automobiles or other passenger vehicles. For purposes of the limitations of this Title on outside storage, vehicles kept

on a lot for rental purposes are not considered to be outside storage.

Automobile Repossession Agency. Any parking area used for the storage of up to two operable vehicles which have been repossessed by or on behalf of a lender, together with related office operations. The term does not include the storage of more than two vehicles, which shall be treated as if the use were motor vehicles sales.

Auxiliary Kitchen. A second kitchen in a single-family detached dwelling that is:

1. Intended solely for use by members of the household for private dinner parties or social gatherings; and
2. Not located within an accessory structure and is directly accessible from the rest of the dwelling.

Average Daily Traffic (ADT). The average number of motor vehicles per day that pass a given point.

Awning. A roof-like cover that projects from the wall of a building for the purpose of shielding a doorway or window from the elements.

Awning Sign. Any sign that is a part of or attached to an awning, or other fabric, plastic or structural protective cover over a door, entrance, window or outdoor service area.

Bailbond Service. An establishment that makes available to the public undertakings of bail in connection with judicial proceedings.

Bakery, Retail. An establishment which specializes in the retail sale of baked goods, such as doughnuts, cookies, pastries and other similar goods, but does not provide meals as found in a restaurant.

Banner. Any sign of lightweight fabric or similar material that is mounted to a pole or a building at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

Banquet Facility. Establishment which is rented by individuals or groups to accommodate private functions such as banquets, weddings, anniversaries, and other similar celebrations. Such a use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during an event, and 3) outdoor gardens or reception facilities.

Basement. A story partly or completely underground. A basement shall be counted as a story for purposes of height measurement where any portion of a basement has more than one-half of its height above grade.

Beacon. Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot as the light source; also, any light with one or more beams that rotate or move.

Bed & Breakfast Inn. A facility wherein overnight accommodations and a morning meal are provided in a dwelling unit to tourists for compensation.

Beer/Wine/Cooler Cultural Establishment. An establishment:

1. Whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only:
   a. At a museum, performing arts theater, or facility licensed as an art studio or otherwise licensed for art sales or display (or both); and
   b. During the hours of an artistic exhibition, presentation or performance; and
2. That meets the criteria for a beer/wine/cooler cultural establishment as set forth in LVMC 19.12.070.

Beer/Wine/Cooler Off-Sale Establishment. An establishments whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold, and is operated in connection with a grocery store, drug store, convenience store or specialty merchandise store.

Beer/Wine/Cooler On-Sale Establishment. An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which thirty or more people may be served with meals at any one time at tables or stools.

Beer/Wine/Cooler On- and Off-Sale Establishment. An Establishment:

1. Whose license to sell alcoholic beverages is limited to:
   a. The sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold; and
   b. The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold; and

2. Is operated in connection with a restaurant, grocery store or convenience store in which thirty or more people may be served with meals at any one time at tables or stools.

Benchmark. Grade elevations as determined by standardized vertical ground controls established by the National Geodetic Survey, the City of Las Vegas or Clark County.

Billiard Parlor or Pool Hall. A business establishment whose principal purpose is to make billiard tables available for use by the public for amusement or entertainment.

Block. Property designated on an officially recorded map and bounded by streets and other natural or physical barriers which make it a unit not to exceed 660 feet in length.

Blood Plasma Donor Center. A building used for the collection of human blood plasma from plasma donors. The term does not include a facility for the provision of medical care or treatment.

Boarding or Rooming House. A building or portion thereof, other than a hotel, with no more than four guest rooms where, for compensation, lodging and meals are provided for no more than four persons who are not members of the immediate family occupying such building.

Boat and Trailer Dealership (New and Used). The use of any building or lot for the display and sale of new or used boats, jet skis or other marine vessels, along with corresponding trailers.

Bubbler Heads. An irrigation head that delivers water to the root zone by "flooding" the planted area, usually measured in gallons per minute. Bubblers emit a trickle, umbrella or short stream pattern.

Building. A structure having a roof supported by columns or walls for the housing or enclosure of persons, animals or chattels. "Building" includes "structure".

Building & Landscape Material/Lumber Yard. A facility for the sale of home, lawn and garden supplies and construction materials such as brick, lumber and other similar materials.

Buildable Area. That portion of a building site exclusive of the required setback areas in which a structure or building improvements may be erected including the actual structure, driveway, parking lot, pool and other construction as shown on a Site Development Plan.

Building Coverage. The ratio of the horizontal area measured from the exterior surface of exterior walls of the ground floor of all principal and accessory buildings on a lot to the total lot area.

Building Elevation. The exterior face of a building, including all vertical elements of the building facing in the same general direction.

Building Height. Building height refers to the vertical distance between the average finished grade along the front of a building and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.

Building Line. A line established by measuring from the property line, a distance equal to the required setback line, which is generally parallel to the curb line or edge of pavement. No part of a building shall project into the area between the property line and the building line except as otherwise provided in this Title.

Building Maintenance Service & Sales. A facility or area for contracting services such as building repair and maintenance, the installation of plumbing, electrical, air conditioning and heating equipment, janitorial services, and exterminating services. The retail sale of supplies is permitted as an accessory use.

Building Marker. Any sign indicating the name of a building, date or incidental information about its construction. Building markers are cut into the exterior building materials or made of bronze or other permanent material.

Building Mass. The height, width and depth of a structure.

Building Permit. Written permission issued by the Department of Planning and Development for the construction, repair, alteration or addition of a structure.

Building Scale. The relationship of a particular building, in terms of building mass, to other nearby and adjacent buildings.

Building Site. The total area of the building together with all yard areas adjacent thereto, as required by this Title.

Building, Detached. One building on one building lot surrounded by yards or open space; or buildings in a building group that are physically detached one from the other.

Building, Principal. A building in which the principal use of the lot is conducted.

Build-to Line. A line established at a certain distance from the corresponding lot line along which the building, or a portion thereof, must be built.

Bus Charter Service & Service Facility. Any premises for the transient housing, parking, servicing or repair of motor-driven buses.

Business School. A facility or area for instruction and training in secretarial and related office skills, cosmetology, commercial art, computer software, cooking or similar training.

Caliper. The diameter of a tree trunk measured four and one-half feet above the ground.

Canopy. A rigid roof, generally supported at all corners or extremities by poles, posts or direct attachment to a building. A canopy typically has little vertical or wall space on it and is only as thick as necessary to create a functional roof. See "Marquee" and "Awning."

Canopy Sign. A sign attached to or painted on a canopy.

Car Wash, Full Service or Auto Detailing. An establishment that provides for the washing, cleaning, waxing or detailing of passenger vehicles, either by means of employees or by means of automated or semi-automated methods of cleaning, or by a combination thereof.

Car Wash (Self-Service). A coin operated car wash facility operated by the customer and which does not utilize automobile conveyors or other automatic methods of cleaning.

Carport. A permanent roofed structure for vehicle parking which is not completely enclosed.

Casino. A room or structure whose principal use is for the conduct of gaming activities.

Catering Service. A service that provides for the preparation, storage, and delivery of food and food utensils for off-premise consumption.

Cemetery/ Mausoleum. Property and facilities used for interring of the dead.

Changeable Copy Sign. Any sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. The message may be changed manually or electronically. Animated signs shall not be considered changeable copy signs.

Chat. Coarse fragments of hard silica rock principally used for railway ballast, highway construction and concrete production.

Check Cashing Service, Limited. The service of cashing checks for a fee, service charge or other consideration as a service that is supplemental to a retail business that otherwise does not provide services normally associated with a financial institution. The term does not include a general financial institution, specified financial institution, or any business that provides any kind of loan, cash advance, or deferred deposit service.

Child Care Center. Any commercial facility which provides day or overnight care for more than twelve children. Such a use is subject to the child care regulations and standards of the State of Nevada.

Child Care – Family Home. A residential dwelling used primarily as a residence which also provides day or overnight care for a maximum of six children for compensation. Such a use is subject to the child care regulations and standards of the State of Nevada.

Child Care – Group Home. A residential dwelling used primarily as a residence which also provides day or overnight care for a minimum of seven and a maximum of 12 children for compensation. Such a use is subject to the child care regulations and standards of the State of Nevada.

Church, House of Worship. Any building used for religious worship services, religious education and fellowship activities and programs of a religious organization. The term includes the use of the building and premises for other related activities, such as child care, formal educational programs, preschool classes and recreational activities, but only when those activities are ancillary to the religious use and only after those uses have been approved by means of a use review or other procedure under Chapter 19.16. The term does not include any class of child care center, general education classroom or facility, thrift shop, homeless shelter or commercial activity.

City. The City of Las Vegas, Nevada.

City Council (Council). The Mayor and City Council of the City of Las Vegas, Nevada.

City Standards. In their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-Site Improvements, Clark County, Nevada, Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; Summerlin Development Standards; Summerlin Revised Improvement Standards; Urban Design Standards; Landscape, Wall and Buffer Standards; and any other engineering, development or design standards and specifications adopted by the City Council. The term

includes standards for public improvements and standards for private improvements required under this Title.

Civic Event Sign. A temporary sign, other than a commercial sign, posted to advertise a civic event sponsored by a public agency, school, church or religious institution, civic fraternal or other organization.

Cleaners, Commercial/Industrial. A facility or premises which is used for cleaning items in bulk quantities, such as clothing and linens. The term includes diaper cleaning services and cleaning services for hospitals, restaurants, hotels and similar clients, as well as rug and dry cleaning plants, and may include on-premise retail services to individual households as a use incidental to the operation of the plant.

Clinic. A facility which is occupied and used for the purpose of providing dental or medical care, and which regularly provides any of those services to the general public on an emergency basis or without appointment. The term does not include a hospital or a facility which provides for the overnight care or overnight stay of patients.

Club. Private quarters for a private organization; a principal purpose of which is the preparation and service of food and/or drink for members and their guests only.

Cold Storage Plant. A facility for the protective storage or items such as food or furs, in a refrigerated place.

College, University or Seminary. A college or university is an academic institution of higher learning beyond the level of secondary school. A seminary is an institution for the training of candidates for the priesthood, ministry, rabbinate or other religious order.

Collocation. The use of wireless communication facilities by more than one communication provider.

Commercial Message. Any sign wording, logo or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, idea or commercial activity. The term does not include sign copy that consists solely of the electronic indication of time, temperature, or both.

Commercial Recreation/Amusement (Inside). An enclosed facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. The term includes without limitation bowling alleys, indoor miniature golf courses, roller and ice skating rinks, game courts, swimming pools, walk-in movie theaters, physical fitness centers, gyms and video arcades.

Commercial Recreation/Amusement (Outside). An outdoor facility or area for sport, entertainments, games of skill or recreation that is open to use by the general public for a fee. The term includes without limitation game courts, water slides, golf courses, outdoor miniature golf courses, drive-in theaters, batting cages, practice/instructional fields, amusements parks, and sports events, but does not include an amphitheater.

Commercial Vehicle. A vehicle customarily used as part of a business for the transportation of goods or people.

Commission. The Planning Commission of the City of Las Vegas.

Common Interest Community. Real estate with respect to which a person, by virtue of his ownership of a unit, is obligated to pay for real estate other than that unit. "Ownership of a unit" does not include holding a leasehold interest of less than twenty years in a unit, including options to renew.

Communication Provider. A person or entity that provides a communicative service to the community by means of transmission lines or by electronic transmission via wireless service, such as radio, television, microwave or other means of communicative transmission.

Community Center, Private (Accessory). A facility associated with a planned residential development or multi-family development which provides for community activities for residents of the development.

Community Interior Directional Sign. A sign placed within the interior of a subdivision to provide directions within the subdivision.

Community Recreational Facility, Public. A facility which provides for community activities and is available to the general public.

Community Residence. A residential family-like living arrangement for five to ten unrelated individuals with disabilities who are in need of the mutual support furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one or more residents has a lessened ability to ambulate adequately. The use includes a Family Community

Residence and a Transitional Community Residence, but does not include any of the following:

1. Senior Citizen Apartment;
2. Adult Day Care Center;
3. Convalescent Care Facility/Nursing Home;
4. Facility for Transitional Living for Released Offenders;
5. Facility to Provide Testing, Treatment, or Counseling for Drug and Alcohol Abuse;
6. Hospice;
7. Sex Offender Counseling Facility;
8. Boarding House or Rooming House;
9. Any other group living arrangement for unrelated individuals who are not disabled; or
10. Any of the following, as defined by NRS Chapter 449:
    a. Facilities for the Treatment of Drug and Alcohol Abuse;
    b. Modified Medical Detoxification Facilities;
    c. Transitional Living Facilities for Released Offenders;
    d. Facility for the Treatment of Narcotics; or
    e. Community Triage Center.

Condominium. A multi-family dwelling or a commercial building within which the occupied area is owned individually and the structure, land, common open space areas and facilities are owned by all of the owners on a proportional, undivided basis.

Connectivity. A measure of how efficiently a transportation network provides access between destinations.

Connectivity Ratio. A measure of connectivity computed by taking the ratio of links (street segments) to nodes (intersections and cul-de-sac terminuses). It is determined by dividing the number of street segments (street sections between intersections and or cul-de-sac terminuses) by the number of intersections and cul-de-sac terminuses. For the purposes of this calculation, proposed street intersections with existing roads and stub roads for future access to vacant developable lands shall count as 0.5 intersections.

Consolidated Sign. An oversized freestanding ground sign which advertises one or more tenants within a non-residential development. Consolidation occurs when the conditions for such signs are met, and the area for multiple signs is consolidated into one sign.

Construction Material Supply Yard. A facility for the storage and sale of construction materials.

Construction Permit. A permit issued pursuant to the City's building and technical codes for the construction of any sign.

Construction Sign. A sign advertising a construction project and the parties involved in its development, proposed to be located on the lot or parcel of land on which the sign is located.

Contractor's Plant, Shop & Storage Yard. A facility for the storage and maintenance of contractor's supplies and operational equipment. Offices are considered an accessory use.

Contributing Property. A classification applied to an individual property within a designated Historic District, signifying that the property contributes generally to the distinctive character of the District, or an archeological site.

Convalescent Care Facility/Nursing Home. A building or structure designed, used, or intended to be used to house and provide care for persons who have a chronic physical or mental illness or infirmity, but who do not need medical, surgical or other specialized treatment normally provided by a hospital. The term includes a "rest home" and "nursing home," as well as a use that would qualify as a Community Residence except for the limitation on the number of residents, but does not include an "assisted living apartment," "hospital" or other medical facility that is specifically defined in this Chapter.

Covenant, Public Improvements. A recorded agreement wherein the owner and all successors in ownership of a parcel of land acknowledge and consent that normal public improvements required under this Code have been deferred with concurrence of the City until such future time that the improvements are then required to be installed per written request of the City or via a special improvement district, or other means, either individually or jointly with other land owners in the vicinity of the parcel. (Also referred to as a "covenant running with land agreement".)

Convent or Monastery. A house or set of buildings used as a residence by persons under religious vows.

Convention Facility. A structure which has at least 100,000 square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event whether the activity is open or closed to the general public. For purposes of this Title, the term includes a stadium facility that is operated in conjunction with a convention facility.

Convenience Store. A facility, limited in size and scope that is primarily used for the retail sale to the public

of merchandise for off-site consumption, including prepackaged food products, sundries, household items and similar consumer items. The term does not include a retail business licensed as a "drugstore" pursuant to LMVC Title 6.

Copy Center. A facility for the custom reproduction of written or graphic materials on a custom order basis for individuals or businesses. Typical processes include, but are not limited to, photocopying, small offset printing, blueprint, and facsimile sending and receiving.

Corner Lot. A lot situated at the intersection of two or more streets, with frontage on at least two streets.

Country Club, Private. A facility that is made available for use on a membership basis for recreational or athletic purposes, where membership is limited and the use of the facility is primarily restricted to members and their guests. The term includes accessory uses, such as:

1. A clubhouse.
2. Retail and restaurant facilities which do not have separate signage or advertising.

County. Clark County.

Court. An open, unoccupied space, other than a required yard, on the same lot with a building and bounded on two or more sides by the walls of a building.

Crematory. A facility used for the cremation of corpses.

Crop Production. An area for raising or harvesting agricultural crops.

Cul-de-sac. A local street with only one connection to other streets and with an approved method of termination at the closed end.

Curb. A stone, concrete or other improved boundary usually marking the edge of the roadway or paved area.

Curb Cut. The opening along the curb line at which point vehicles may enter or leave the roadway to access adjacent property.

Custodial Institution. One or more buildings and related facilities used for the housing or detention of persons who have been charged with or have been convicted of felonies or misdemeanors.

Custom & Craft Work. A facility in which finished, personal or household items which are either made to order or which involve considerable handwork are produced. Examples include, but are not limited to textiles, pottery, furniture repair or refinishing, wood working, upholstery, sculpting and other work or wood products on an individualized single item basis. The term does not include cabinet making, cabinet assembly or the use of mechanized assembly line production.

Cut. The excavation and mechanical removal of earth material.

Cut and Fill. The excavation and mechanical removal of earth material, and the relocation thereof, for purposes of altering the level or slope of land.

Daily Labor Service. Any building or premises which serves as a staging point or gathering place for persons who are seeking immediate employment in daily labor activities and who accept or are assigned such employment in accordance with whatever employment is available on that particular day. For purposes of this paragraph, "daily labor" means manual labor, including without limitation, construction cleanup, garbage pickup and removal, demolition, convention setup and takedown, landscaping, planting and digging.

Deciduous Shade Tree. A tree that sheds all its leaves every year during a certain season.

Decorative Block. Generally refers to non-standard masonry building block. The face of the block is typically textured and contains a non-standard finish or shape. Gray, smooth finish CMU is not considered decorative block.

Decorative Wall. A masonry wall where at least 20 percent of the wall is of a type of masonry which is differentiated by texture, color, style or a combination of all three characteristics.

Deed. A legal document conveying ownership of real property.

Delivery and Service Vehicle Storage. The use of an area or facility for the parking and storage of commercial fleet vehicles that are used primarily in connection with the delivery of goods and services to the surrounding community.

Density. The number of families, individuals, dwelling units, households or housing structures per unit of land.

Department. The City's Planning and Development Department.

Design. The design elements of a development site, including the planning and engineering of the following: street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignment and grades thereof; location and size of all easements and rights-of-way; lot size and configuration; traffic access; grading; land

to be dedicated for parks or recreational purposes; building design and configuration; landscaping and open space; and other such specific physical requirements.

Designated Property. Any property which has been classified as a Landmark, Historic Property or a contributing property within an Historic District.

Desktop Publishing. An establishment that provides custom set-up of graphics and text for publication in an office setting. The term does not include an establishment that performs off-set printing or related distribution.

Detached. Any building or structure that does not have a roof or wall in common with any other building or structure.

Determination of Application Sufficiency (Completeness). A determination that an application for review and approval of a parcel map, tentative, or final map is or is not complete at the time of filing. Failure to submit all required forms, fees, studies, drawings, maps and other submission requirements may result in a finding of insufficiency, and no further review or effort to schedule the application for processing is required until sufficiency is achieved.

Development Entry Statement Sign. A sign placed at the entry to a subdivision, apartment development, or identifiable community to identify the subdivision, apartment development, or identifiable community.

Development Plan. A map or maps that identify in the proposed general land use designations, design standards, transportation plans, open space and community facilities.

Development Standards. Documentation that identifies the requirements and standards for commercial and residential development, including, but not limited to, densities; building height, bulk and setback requirements by land use type; signage; landscaping; parking; open space. The "Design Standards Manual," to the extent adopted by the City Council, contains required development standards for development within the City.

Development. The division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; or any use or extension of the use of land.

Director. The Director of the Department of Planning and Development of the City.

Directory Sign. A sign that provides a map or listing of the names of businesses, activities, addresses, locations, uses or places within a building or complex of buildings for the purpose of identification only.

Disability or Disabilities. Refers to:

1. A physical or mental impairment which substantially limits one or more of such person's major life activities;
2. A record of having such impairment; or
3. Being regarded as having such an impairment.

The terms are intended to be coextensive with the terms "handicap" and "disability" as set forth in Federal fair housing legislation and other Federal legislation protecting individuals with a handicap or disability. The terms include the impairment associated with recovery from alcohol and drug abuse, but do not include impairment caused by current, illegal use of, or addiction to a controlled substance.

Domestic Animal. Any animal which is not a wild or exotic animal and which is typically considered to be capable of being kept in or near residential dwellings.

Drainage Facilities. Any type of on-site or off-site berm, containment, conveyance, inlet or discharge improvement to manage storm or nuisance waters within, through or adjacent to a development site.

Drainage Facilities, Type A. Refers to lots which are graded to drain surface water directly to the street independently of other properties.

Drainage Facilities, Type B. Refers to lots which are graded to drain surface water from the rear yards of lots which are higher in elevation onto adjacent lots which are lower in elevation. Surface water from the front and/or side yards drains to the street independently of other properties.

Drainage Facilities, Type C. Refers to lots which are graded to drain all surface water from lots which are higher in elevation onto lots which are lower in elevation.

Drive, Private. A private roadway that provides access:

1. To a limited number of individual dwelling units and their respective garage units, driveways or parking spaces within developments in which the private roadway is held in common; or
2. Within a commercial subdivision.

A private drive typically is a dead-end or looped roadway that intersects with a public roadway.

Driveway. The improved area that provides ingress and egress between a roadway and adjoining property.

Drought Tolerant Plant. A plant that can survive with minimum supplemental water, as defined by the Las Vegas Valley Water District.

Dry Cleaners. A facility which is used to provide, to individual households, cleaning services for items such as clothing and linens. The term includes such facilities whether the plant operation is located on- or off-site.

Duplex. A building containing two attached single-family dwelling units totally separated from each other by an unpierced wall extending from ground to roof with both dwellings located on the same lot or parcel.

Dwelling. A structure with one or more rooms that is used exclusively for human habitation; designed, occupied, or intended for occupancy as a separate living quarter with sleeping, cooking and sanitary facilities provided.

Dwelling, Attached. A one-family dwelling attached to two or more one-family dwellings by common vertical walls.

Dwelling, Detached. A dwelling that is not attached to any other dwelling by any means.

Dwelling, Multi-family. A building or group of buildings which contain at least three attached dwellings and may include units that are located one over the other.

Dwelling, Patio Home. A single-family detached dwelling with open space setbacks on three sides and with a court.

Dwelling, Single-Family Attached. A dwelling unit attached to one or more other dwelling units where each dwelling unit is located on a separate lot. (Such a dwelling unit could include duplexes, townhouses, four-plexes, six-plexes, etc.)

Dwelling, Single-Family Detached. A dwelling unit:

1. That is not attached to any other dwelling by any means;
2. That is located on a separate and individually owned lot;
3. That is surrounded by open space or yards;
4. That is for the exclusive use of a single family maintaining a household;
5. That has no more than one kitchen with full kitchen facilities; and
6. In which all rooms used for human habitation must have interior access to one another.

Nothing in this definition, however, prohibits the construction or use of a Class I accessory structure in accordance with this Title or the construction or use of an auxiliary kitchen as defined in this Chapter.

Dwelling, Townhouse. A row or cluster of at least three attached dwellings in which each dwelling is located on separately owned lot; each unit is separated by one or more common vertical walls; each unit has its own front and rear yard access; and no unit is located over another unit. A townhouse complex may include common open space and recreational areas and facilities which are owned by all owners on a proportional, undivided basis.

Dwelling Unit. One or more rooms, designed, occupied, or intended for occupancy as a separate living quarters, with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining the household. Easement. A grant of one or more property rights by the property owner for use by the public, a corporation or another person or entity.

Easement. A grant of one or more property rights by the property owner for use by the public, a corporation or another person or entity as defined by the granting document.

Egress. An exit.

Electric Generating Plant. A facility that generates electricity from mechanical power produced by solar, gas, coal, hydraulic power sources or nuclear fission and that is properly licensed or franchised by the authorities having jurisdiction.

Electric Message Unit. A sign or portion of a sign which provides a message, image or combination of the two that is changed electronically. A sign that is changed fewer than eight times per 24-hour period or that is changed only to reflect changing time or temperature shall not be considered an electric message unit under this Chapter.

Electric Utility Substation. A facility for transforming electricity for distribution to individual customers.

Electrical, Watch, Clock, Jewelry & Similar Repair. An establishment that provides repair services for small electronics, clocks, watches, jewelry and other similar items.

Electronic Reader Board. A sign or portion thereof which can be electronically changed or rearranged without altering the face or the surface of the sign. The term does not include a sign on which the only copy that changes is an electronic or mechanical indication of time or temperature.

Elevation. (1) A vertical distance above or below a fixed reference level; (2) A fully dimensional drawing of the front, rear and sides of a building showing features such as construction materials, design, height, dimensions,

windows, doors, other architectural features and relationship of grade to floor level.

Embellishment. A frame or bracket around the outside of a sign that is used to define the boundaries of or hold the sign, or an extension around the outside of the sign that is used as decoration.

Emergency Ambulance Services, Ground. A facility which provides emergency ambulance service and does not include the use of helicopters.

Employment Agency. Any establishment, other than a daily labor service, which provides one or both of the following:

1. Assistance to employers in finding and employing permanent or temporary employees, whether part-time or full-time.
2. Assistance to potential employees in identifying and obtaining permanent or temporary employment, whether part-time or full-time.

Engineer. A person currently registered as a professional engineer under the provisions of NRS Chapter 625.

Enlargement. An increase in the size of an existing structure or use, including physical size of the property, building, parking and other improvements.

Entrance, Public. Any exterior entrance to a building regularly used by the public for ingress or egress. Entrances to storage areas, emergency exits and employee entrances are not considered public entrances.

Environmentally Hazardous Materials. The location of activities or products which have the potential to be dangerous, extremely obnoxious, or cause substantial environmental impacts on or beyond the boundaries of the property on which the activity or use is conducted. Environmentally hazardous materials include, but are not limited to, the following activities:

1. The manufacture, storage and testing of explosives, fireworks or munitions.
2. The refining of petroleum and the storage and distribution of natural and liquid gas or other petroleum derivatives in bulk including terminals, tank farms or other similar facilities.
3. The manufacture, blending, or mixing of pesticides, certain acids and fertilizer.
4. Stockyards; feed pens; livestock sales with pens and/or shipping facilities; rendering of animal fats; slaughtering or processing of animals; and industrial manufacturing process using the following raw materials: bones, garbage, offal and dead animals.
5. The refining of raw materials, such as, but not limited to, chemicals, rubber, wood or wood pulp, into other products.
6. The forging, casting, melting, refining, extruding, rolling, drawing or alloying of metals.
7. The testing of jet engines or other engines.
8. Refuse disposal services not listed elsewhere in the Title, including but not limited to landfills, incinerators and other locations which receive garbage and refuse generated off-site for storage, treatment or disposal.
9. Boiler works.

Erect. To "construct," "reconstruct," "alter," "move in," or "move upon".

Escort Bureau. A business establishment which, for a fee, commission, hire, or profit, furnishes or arranges for escorts to accompany other persons for social engagements.

Establishment. A use, building, structure or premises which is used for business, office, or commercial purposes.

Evergreen Tree. A tree, either broad leaf or conifer, which maintains at least a portion of its leaves or needles throughout the year.

Existing Use. Unless otherwise specified, the use of a lot or structure at the time of the enactment of this Title or an amendment thereto. For purposes of applying any limitation or requirement of this Code with regard to distances between uses, a use shall be deemed to be an existing use if any necessary special use permit approval has been obtained for such use or, if no such approval is necessary, a building permit has been properly issued for the structure in which the use will occur. The lapse of any necessary special use permit approval or, alternatively building permit approval regarding the use shall be sufficient to remove the its status as "existing" for purposes of applying measurement criteria.

Facility for Transitional Living for Released Offenders. A dwelling unit of a residential character that provides housing and a living environment for up to six persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The term does not include a Transitional Community Residence or a Facility for the Treatment of Abuse of Alcohol or Drugs. As used in

this definition, "person who has been released from prison" means:

1. A parolee;
2. A person who is participating in:
   a. A judicial program pursuant to NRS 209.4886 or 213.625; or
   b. A correctional program pursuant to NRS 209.488 or 21.3632;
3. A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or
4. A person who, within the past twenty years, has been released from prison by expiration of his term of sentence.

Facility to Provide Testing, Treatment, or Counseling for Drug or Alcohol Abuse. A facility that:

1. Operates under or is subject to the provisions of NRS Title 40 and, by means of certified detoxification technicians or otherwise, provides care or treatment related to the physical and mental effects of the abuse of alcohol or drugs, or the effects of alcohol or drug dependency; or
2. Provides court-ordered or court-sanctioned testing, analysis, treatment or counseling related to the physical and mental effects of the abuse of alcohol or drugs, or the effects of alcohol or drug dependency.

Family. With respect to the occupancy of a dwelling unit:

1. One or more individuals related by blood, marriage, adoption, guardianship or legal custody; or
2. No more than four unrelated individuals living together as a single housekeeping unit.

Family Community Residence. A Community Residence other than a Transitional Community Residence.

Fee Schedule. The schedule of fees which has been adopted by the City Council and which authorizes the City to charge fees for the processing of applications and other activities in connection with zoning and development approval.

Fence. An artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

Fill. The placement of sand, gravel or other earth material for purposes of building up the level of land or altering slope.

Final map. A map prepared in accordance with the NRS Chapter 278 and the provisions of LVMC 19.16.060 of this Title.

Final Map Technical Review. The process by which all technical aspects of a proposed final map are reviewed, excluding the final submittal of approvable mylar copies in preparation for recordation.

Financial Institution, General. Any business or organization, whose primary service is the exchange of currency. The term includes without limitation banks and credit unions, with or without drive-through service, but does not include any business engaged in retail sales or a business whose primary service is to lend money for repayment at a future date.

Financial Institution, Specified. Any business whose primary function is to lend money; to cash checks or other negotiable instruments for a fee, service charge or other consideration; or to provide funds in exchange for the acceptance of a check on a post-dated or deferred-deposit basis. The term includes without limitation a business that provides check cashing services as a principal service offered, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash advances. The term does not include a pawn shop or a limited check cashing service, as defined in this Section.

Finished Elevation. The proposed elevation of the land surface of a site after completion of all site preparation work.

Flag. Any fabric, banner or bunting containing distinctive colors, patterns, logos or symbols, used as a representative symbol of a government, political subdivision or private entity.

Floor Area, Gross. The sum of the gross horizontal areas of all the floors of a building or structure measured from the exterior face of exterior walls, but excluding any space where the floor-to-ceiling height is less than six feet.

Floor Area, Net. The total of all floor areas of a building, excluding stairwells and elevator shafts, equipment rooms, and interior vehicular parking or loading. The term excludes any floors which are not used or intended to be used for human habitation or service to the public.

Floor Area Ratio. The gross floor area of all buildings or structures on a lot divided by the total gross lot area.

Food Processing. A facility in which food for human consumption is provided in its final form, such as candy,

baked goods and ice cream, and the food is distributed to retailers or wholesalers for resale on or off the premises. The term does not include food or beverage processing which uses any mechanized assembly line production of canned or bottled goods.

Fraternity, Sorority House or Private Dorm. A residential building associated with a college or university that provides sleeping quarters, but not separate dwelling units, and may include common dining, cooking, recreation or bathing facilities.

Freestanding Sign. A detached sign which is supported by columns, uprights, poles or braces from the ground or from an object on the ground, or a detached sign which is erected on the ground, provided that no part of the sign is attached to any part of any building, structure, or other sign.

Functional Classification. A classification system that defines the purposes and hierarchy of all streets and highways within the Master Plan of Streets and Highways.

Gaming Establishment, General Business Related. A building or structure which is primarily used for some business other than gaming but in which restricted gaming is permitted pursuant to Title 6. For purposes of the Special Use Permit requirements of this Title, the term does not include a location that has obtained and maintains current licensing and zoning approvals to sell alcoholic beverages.

Gaming Establishment, Non-restricted. An establishment which is used or intended to be used for the conduct of gaming activities for which a non-restricted gaming license is required pursuant to LVMC Title 6. For informational purposes, the term refers to an establishment whose gaming operations consist of sixteen or more slot machines, or any number of slot machines together with any other game, gaming device, race book or sports pool at that establishment. When operated in conjunction with a hotel having more than 200 rooms, the use includes any number of ancillary alcoholic beverage-related uses with an on-sale component, without regard to the requirements of LVMC Chapter 19.12, but only to the extent such uses conform to the applicable requirements of LVMC Chapters 6.40 and 6.50.

Gaming Establishment, Restricted. An establishment which is used or intended to be used for gaming activities for which a restricted gaming license is required pursuant to Title 6 of the Las Vegas Municipal Code. For informational purposes, the term refers to an establishment whose gaming operations are limited to not more than fifteen slot machines, incidental to the primary business at the establishment, and no other game or gaming device.

Gaming or Gambling. Any activities which are regulated pursuant to Chapter 6.40 of the Las Vegas Municipal Code.

Garage. An enclosed building, or a portion of an enclosed building, used for the parking of vehicles.

Garage, Side-load. A private garage where the overhead doors are perpendicular to the front lot line and generally not visible from a public way.

Garage Sale. Garage or Yard Sale means the sale of personal property from a parcel that is located within a residential district and upon which is located a dwelling.

Garden Supply/Plant Nursery. A facility for the growing, display, or sale of plant stock, seeds or other horticulture items. This use may include raising plants outdoors or in greenhouses for sale either as food or for use in landscaping.

General Personal Service. A facility for the sale of personal services. Typical personal services include barber/beauty shop, tanning salon, nail salon, shoe repair, tailor, instructional arts studio, photography studio, hand-crafted art studio, safe deposit boxes, house cleaning service, weight reduction center, day spa, florist (excluding greenhouses) and permanent makeup establishment.

General Plan. The adopted General Plan or Master Plan of the City, as amended.

General Retail Store, Other than Listed. A facility for the retail sale of general merchandise to the general public for direct consumption and not for wholesale. The term does not include a "grocery store," "convenience store," or other retail facility that is specifically defined in this Chapter.

Gift Basket Limited. A facility which sells alcoholic beverages in original sealed or corked containers in quantities not greater than 25.4 ounces measured in the English system of weights and measures, or in quantities not greater than seven hundred fifty milliliters, measured in the metric system of weights and measurements, to be packaged in a receptacle or a container along with other assorted food items or novelty items, or both, which items have a minimum retail value of thirty-five dollars apart from the retail value of the alcoholic beverages; provided, however:

1. The contents of the gift baskets are not sold separately but, instead, are included as part of the unit price of the gift basket; and
2. The alcoholic beverages are consumed off the premises where the gift basket is sold.

Gift Shop Limited. A facility located within the physical structure of a nonrestricted gaming establishment which sells, to customers only and not for resale, alcoholic beverages in original sealed or corked containers in quantities less than

one pint, measured in the English system of weights and measures, or in quantities less than three hundred seventy-five milliliters, measured in the metric system of weights and measures, for consumption off the premises where the same are sold.

Golf Driving Range. A facility or area that is made available to the public for the practice of golf driving techniques.

Governing Body. The City Council of the City.

Government Facility. A facility or area used for public purposes and owned or operated by an instrumentality or agency of Federal, State, or local government.

Grade. The degree of rise or descent of a sloping surface (see Slope).

Grade, Finished. The average proposed level of the finished surface of the ground adjoining a building after all site development work has been completed.

Grade, Natural. The average proposed level of the finished surface of the ground adjoining a building prior to site development work.

Grading. Any stripping, cutting, filling, or stockpiling of earth or land, including the land in its cut or filled condition, to create new grades.

Grand Opening. A one-time promotional activity not exceeding 30 calendar days used by newly established businesses, within two months after occupancy, to inform the public of their location and service available to the community.

Grocery Store. A facility, over 5,000 square feet in size, that is primarily used for the retail sale of household foodstuffs for off-site consumption, including any combination of fresh produce, meats, poultry, fish, deli produces, dairy products, canned foods, dry foods, baked foods, prepared foods, and beverages. A "grocery store" may include the sale of other household supplies and products, buy only if secondary to the primary purpose of food sales.

Gross Acreage. The total area within the property lines of a lot or parcel of land before public streets, easements or other areas to be dedicated or reserved for a public use are deducted from such lot or parcel. The term does not include adjacent property which has already been dedicated for such purposes.

Gross Density. The number of dwelling units per acre of land, without deduction for public streets, easements or other areas to be dedicated.

Gross Floor Area. The sum of the gross horizontal areas of all the floors of a building or structure measured from the exterior face of exterior walls, but excluding any space where the floor-to-ceiling height is less than six feet.

Ground Cover. Plants grown for their low spreading capabilities for the protection of soils, to prevent growth of weeds and for aesthetic purposes.

Group Dwelling. Two or more detached one-family, two-family or multiple-family dwellings, occupying a parcel of land in one ownership, which may have a yard or porch in common, but not including automobile courts, as herein defined.

Gun Club, Skeet or Target Range. A facility or area used for archery or the shooting of firearms, whether for practice or sport.

Harmonious Relationship. The design, arrangement and location of buildings or other created or natural elements of the urban environment that are sufficiently consistent in design, scale, height, color, character and siting with other buildings, or created or natural elements in the area so as to avoid abrupt or severe differences or incompatibilities.

Hazard to Air Navigation. An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Health Club. An establishment that operates physical fitness facilities, sports clubs or recreation clubs.

Heavy Construction Trade Yard. A lot or facility used for the storage of heavy construction equipment, machinery and vehicles.

Heavy Machinery & Equipment (Storage). A lot or facility used for the storage of heavy construction equipment, machinery and vehicles.

Height, Airport Zoning. For the purpose of determining the height limits in all zones shown on an airspace zoning map, the datum shall be mean sea level elevation unless otherwise specified.

Helipad. A facility for the landing and taking off of helicopters, but with no accessory gas sales, maintenance or other services.

Hillside Area. Land with a slope of 15% or greater.

Historic District. A designation, in the form of overlay zoning, applied to all properties within an area with defined boundaries, as a result of formal adoption by the City Council, which expresses a distinctive character worthy of preservation.

Historic Preservation Plan. A document, formally adopted by the City Council, containing goals and policies directing historic preservation activity within the City.

Historic Property. A designation, in the form of overlay zoning, applied to an individual property, as a result of formal adoption by the City Council, which expresses a distinctive character worthy of preservation; or an archeological site.

Historic Sign. A sign designated as historic in accordance with LVMC 19.10.150 (Q).

Home Occupation. An income producing activity conducted in a residential zone pursuant to LVMC 19.16.170.

Horse Corral or Stable (Commercial). A structure for the keeping of horses, mules or ponies which are boarded for compensation or for use in providing instructional or recreational activities for persons other than occupants of the premises.

Horse Corral or Stable (Private). An accessory structure for the keeping of horses, mules or ponies for the use of occupants of the premises.

Hospice. A home for the terminally ill.

Hospital. An institution, designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, including surgery and primary treatment.

Hotel, Motel, or Hotel Suites.

1. Hotel. A building or group of buildings whose main function is to provide rooms for temporary lodging where entrance to each room is gained from a completely enclosed area. A hotel may also contain restaurants, conference rooms and personal service shops. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than one week.
2. Motel. A building or group of buildings whose main function is to proved rooms for temporary lodging, rooms which are directly accessible from an outdoor parking area. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than one week.
3. Hotel Suites. A facility offering temporary lodging accommodations to the general public in which rooms or suites may include kitchen facilities and sitting rooms in addition to the sleeping room. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than one week.

Hotel, Residence. A multi-dwelling unit for extended stay lodging consisting of efficiency units or suites with a complete kitchen suitable for long term occupancy; customary hotel services such as linen, maid service, telephone and upkeep of furniture; and optional resident and guest amenities such as meeting rooms, club house and recreation facilities. The term does not include facilities which qualify as other types of dwelling units defined in this title.

HPC. The Historic Preservation Commission.

HPO. The Historic Preservation Officer.

Hypnotherapy Practice. A facility in which one or more duly licensed or certified mental health professionals provide psychotherapeutic treatment utilizing hypnosis, or training in self-hypnosis conditioning, to patients or clients. For purposes of this definition "duly licensed or certified" means:

1. Licensed by the State of Nevada Psychological Examiner's Board; or
2. Certified by a nationally recognized professional hypnotherapy organization, with a current membership of a least one thousand members, that is dedicated to providing training, continuing education, and performance testing in hypnotherapy.

Illegal Sign. A sign erected on public property, including the public right-of-way, in violation of this Code; a temporary sign for which the period allowed for its display has expired; or any other sign for which a time period included as a condition of its certificate has expired.

Improvement. Any building, structure, landscaping, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment.

Incidental Sign. A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," "loading only," and "telephone" signs; directory signs and drive-through menu boards; and other similar directives or identifying messages. In order to qualify as an incidental sign, a sign may contain the logo or name of the business that is on the same parcel as the sign but shall not contain any other commercial message legible from a position off the lot on which the sign is located.

Infeasibility Determination. A determination that the Connectivity Ratio is impractical to meet due to topographic conditions, environmental constraints, and property shape or accessibility.

Ingress. Access or entry.

Intensity of Use. The number of dwelling units per acre for residential development and floor area ratio for nonresidential development.

Interconnectivity. Physical connections of roadways and sidewalks between two or more independent developments or residential subdivisions.

Internet Café. An establishment that provides for public use five or more computers or other electronic devices:

1. For purposes of accessing the internet, a local area network, e-mail programs or other computer software programs; and
2. The public use of which is in exchange for compensation of any kind and paid in any manner, including but not limited to the payment of a membership fee.

This term will generally include establishments commonly known as PC cafés, cyber cafés , cyber centers, and similar designations.

Internet/Catalogue Sales Office. An establishment which specializes in the sale of products via the internet or by catalogue for delivery to a customer's home or business. This use may include in-person customer consultations at the establishment.

Institutional Sign. An on-premise sign designed to communicate information about any house of worship, school, or other institution that is a permitted use in the subject zoning district.

Intra-connectivity. Physical connections of streets and sidewalks within a single development or residential subdivision.

Irrigation System. The combination of elements such as automatic controllers, meters, pressure vacuum breakers, pipes, valves, emitters, bubblers, spray heads, tubing and other materials designed for the purpose of transporting water to landscaping.

Jewelry Store, Class III Type. A store which buys and sells scrap precious metals for marketing as a commodity in bar form or in other than jewelry form, or which buys and sells precious metal bars and coins that are sold as a commodity rather than for numismatic purposes. This may include operations similar to a new jewelry store.

Jewelry Store, New. A store which primarily sells new merchandise and some used merchandise from estate sales or reconstitutes precious metals into jewelry forms which are sold at retail on the premises.

Keeping of Carrier or Racing Pigeons. The keeping of pigeons that are bred and kept for the purpose of demonstration or racing, are registered with a national pigeon registry or organization, and are identified as to ownership and registration by a stamp or a band.

Keg Beer. A facility which sells beer in keg containers having a capacity of at least one-quarter barrel size for delivery only to the premises of a purchaser.

Kiosk. A freestanding structure upon which temporary information and/or posters, notices, and announcements are posted.

Kitchen. That portion of a dwelling unit devoted to the cooking or preparation of food for the purpose of consumption by residents of the dwelling unit. The term includes a "kitchenette," "wet bar" or any area equipped with items such as a counter-top hot plate, counter-top grill, or microwave oven, together with an under-counter refrigerator and sink. "Full Kitchen Facilities" indicates the presence of complete cooking facilities (i.e., stove, oven or microwave oven, refrigerator, and sink). The presence within any food preparation area of a ventilation hood, gas stub, two hundred-twenty volt electrical outlet or wiring, or any combination thereof, shall be considered "full kitchen facilities."

Laboratory, Medical or Dental. A facility, other than a hospital, that:

1. Conducts general medical or scientific research, investigation, testing, or experimentation; or
2. Upon referral by or request of a medical professional, provides radiological or medical testing, or creates prosthesis or artificial dental work.

The term does not include a facility for the manufacture or sale of other products, except as incidental to the main purpose of the laboratory. The term also does not include a "facility to provide testing, treatment, or counseling for drug or alcohol abuse," as that term is defined in this Section.

Land Surveyor. One who is licensed by the State as a land surveyor and is qualified to make accurate field measurements and to mark, describe, and define land boundaries.

Landfill. A lot or premises used for the disposal of garbage, trash, refuse or waste material, but not including sewage, which is officially sanctioned by proper authorities of the jurisdiction in which it is located.

Landmark. A designation applied to an individual property as a result of formal action by the City Council in accordance with LVMC 19.10.150.

Landscaping. The combination of natural elements such as trees, shrubs, ground covers, vines, and other living organic and inorganic material which are installed for purposes of creating an attractive and pleasing environment; screening unsightly views; reducing environmental heat; filtering particulate matter from the air; and boosting oxygen levels.

Laundry, Self-Service. A laundry facility that provides coin operated washing and drying machines for customer operation. The term includes a facility that provides additional services such as fluff and fold or dry cleaning, provided that no dry cleaning equipment is located on the premises. The term does not include a laundry room located within a residential development that is provided solely for the use of residents of the development.

Library, Art Gallery or Museum (Public). A publicly-operated facility used for:

1. The housing of a collection of books, magazines, audio and video tapes, or other material for borrowing and use by the general public; or
2. The acquisition, preservation, study or exhibition of works of artistic, historic or scientific value.

Light Assembly & Fabrication. The assembly or manufacturing of objects or items that:

1. Are made from standard parts or components;
2. Are distinct from the individual parts or components; and
3. Are not of another type of assembly or fabrication specifically described in Table 2, as adopted in LVMC 19.12.010.

Linkages. Roadways, sidewalks, access-ways and walkways that connect between adjacent development parcels and subdivisions.

Liquefied Petroleum Gas Installation. A facility or system which includes tanks, piping or gas equipment (or any combination thereof) and is used or intended to be used for the storage, dispensing or other utilization of liquefied petroleum gas.

Liquefied Petroleum Gas. Any material which is composed predominantly of any of the following hydrocarbons, or mixtures of propane, propylene, butanes (either normal butane or isobutane) and butylenes.

Liquor Caterer. A person who dispenses, serves or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.

Liquor Establishment (Tavern). A facility which sells alcoholic beverages for consumption on the premises where the same are sold and authorizes the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold.

Live/Work Unit. A structure or portion thereof that combines a low-intensity nonresidential work space with an integrated residential space, with the residential space being subordinate and accessory to the nonresidential use.

Livestock Farming (Bovines/Horses). The raising or keeping of bovine animals or horses for recreational, entertainment or training purposes only. The term does not include the breeding or raising of animals for consumption or sale.

Loading Space. An off-street space or berth used for loading or unloading of cargo, products or materials from vehicles.

Lodge or Fraternal Organization. A facility or area for a special purpose organization or for the sharing of sports, arts, literature, politics or other similar interest; but not primarily for profit or to render a service that is customarily carried on as a business, excluding churches, synagogues or other houses of worship.

Lot. A tract, plot or portion of a subdivision, addition or other parcel of land whose existence, location and dimensions have been defined on a legally recorded subdivision map, survey map of record or a metes and bounds description occupied or to be occupied by a building and its accessory buildings, and including such open spaces as are required under this ordinance and other development regulations, and having its principal frontage upon a public street or officially approved private access easement. Lot includes the words Plot, Parcel, Tract and Premises.

Lot Area. That area of a horizontal plane bounded by the front, side and rear property lines including any portion of an easement which may exist within such property lines but exclusive of rights-of-way for street purposes.

Lot, Corner. A lot situated at the intersection of two or more streets, with frontage on at least two streets.

Lot Coverage. The percentage of lot area covered by all buildings and structures after the area required for dedicated public right-of-way is subtracted.

Lot Depth. The length of a line connecting the mid-point of the front and rear property lines.

Lot, Double Frontage. A lot (not a corner lot) which adjoins two streets which are parallel or within forty-five degrees of being parallel to each other. On a double frontage lot, both street property lines shall be deemed front lot lines, unless designated otherwise on a recorded Final Map.

Lot, Flag. A lot having access or an easement to a public or private street by a narrow, private right-of-way.

Lot Frontage. The side of the lot which fronts on a street or drive. In the case of a corner lot, the "front" of the lot shall be considered to be the side which has the lesser dimension in width, unless the Director authorizes another side to be designated as the "front" and attaches whatever conditions are deemed necessary to ensure that such alternative designation does not result in land use incompatibility with the surrounding area. In the case of a through lot, either side which abuts a street or drive may be considered the "front," except in cases where deed restrictions, covenants or map notes prohibit access from one street.

Lot, Improved. (1) A lot upon which a building can be constructed and occupied; (2) A lot with existing buildings or structures.

Lot, Interior. A lot other than a corner lot.

Lot, Key. A lot with a side property line that abuts the rear property line of any one or more adjoining lots.

Lot Line. A property line that divides one lot from another lot or from a public or private street or any other public space.

Lot Line, Corner. The property line abutting a street or drive, other than a front lot line.

Lot Line, Front. The property line separating the lot frontage from a street right-of-way.

Lot Line, Rear. The property line opposite and most distant from the front property line. In the case of a triangular or otherwise irregularly shaped lot, a line 10 feet in length entirely within the lot, parallel to and at a maximum distance from the front property line.

Lot Line, Side. Any property line which is not a front lot line, rear lot line or corner lot line and is generally perpendicular to a front or rear property line.

Lot, Minimum Area. The smallest lot area permissible in a particular zoning district on which a use or structure may be located.

Lot of Record. A lot that exists as shown or described on a plat or deed in the records of the County Recorder.

Lot, Reverse Corner. A corner lot, the rear of which abuts the side of another lot.

Lot, Substandard. A parcel of land that has less than the minimum area or minimum dimensions required in the zoning district in which the lot is located.

Lot, Through. A lot that fronts upon two parallel streets or that fronts upon two streets that do not intersect at the boundaries of the lot.

Lot, Transition. A lot in one zoning district which abuts another zoning district.

Lot Width. The mean horizontal distance between the side lot lines.

Main Building. A building devoted to the principal use of the lot on which it is situated. On any lot in a residential district, the term refers to the principal dwelling located on that lot.

Maintenance. The upkeep of property, building, structures, amenities, parking facilities, landscaping or lot including repair, painting, trimming, pruning, as well as watering and other on-going activities that are associated with maintenance.

Manufactured Home. A structure as defined in NRS 489.113. A manufactured home may or may not qualify for State-law zoning treatment as a single-family detached dwelling pursuant to Table 2, as adopted in Section 19.10.010.

Manufactured Slope. Slope that results from mechanical excavation or fill activity.

Manufacturing, Heavy. A facility for the general mass producing of goods, usually for sale to wholesalers or other industrial or manufacturing uses. The term includes any use which employs any of the following or similar types of processes:

1. Milling of grain as retail sales and service.
2. Production of animal food, and the tanning of animal hides.
3. Production of large durable goods such as, but not limited, to motorcycles, cars, manufactured homes or airplanes.
4. Canning or bottling of food or beverages for human consumption using a mechanized assembly line.
5. Manufacturing of paint, oils, pharmaceuticals, cosmetics, solvents and other chemical products, and use of a foundry for metals.

6. Production of items made from stone, clay, metal or concrete.
7. Tire recapping or retreading.
8. Production of items by means of the chemical processing of materials.

Manufacturing, Light. A facility for producing goods without the use of any of the processes described within the definition of "Heavy Manufacturing." The term includes without limitation the following activities:

1. Assembly, finishing, and/or packaging of small items from component parts made at another location. Examples include but are not limited to cabinet making or the assembly of clocks, electrical appliances, or medical equipment.
2. Production of items made from materials derived from plants or animals including, but not limited to, leather, pre-milled wood, rubber, paper, wool or cork, or from textiles or plastics.
3. Electrical component manufacturing.
4. Reproduction, cutting, printing, or binding of written materials, drawings or newspapers on a bulk basis using lithography, offset printing, blue printing and other similar methods.
5. Machine shop where material is processed by machinery, cutting, grinding, or similar processes.

Map. The Official Zoning Map of the City of Las Vegas.

Marquee or Porte Cochere. Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee Sign or Porte Cochere Sign. Any sign attached to, in any manner, or made a part of a marquee or porte cochere.

Martial Arts Studio. An establishment whose principal business activity is the instruction of the martial arts as defined by LVMC 6.53.020(C). The term does not include any nonprofit organization or entity that offers martial arts instruction only as an incidental service in its overall program of activities.

Massage, Accessory. The performing of massage therapy or therapeutic massage that:

1. Is accessory to a principal permitted use that is one of the following:
   a. A medical office or physical rehabilitation clinic;
   b. A fitness and health center;
   c. A country club or golf course clubhouse;
   d. A hotel with more than one hundred rooms; or
   e. A facility similar in nature to any of the facilities listed above;
2. Does not occupy more than 150 square feet of space; and
3. Is not advertised on any exterior signage.

Massage Establishment. A facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52.. The term does not include the use "accessory massage," as defined in this Title.

Master Sign Plan. A plot plan and accompanying documentation which identifies all existing and proposed on-premise signage on a development or complex of buildings.

Median. A paved or planted area separating lanes of travel on a street.

Mining, Sand & Gravel Extraction. The excavation of sand, gravel, minerals or other resources from the earth.

Mini-Storage Facility. A facility with enclosed storage space, divided into separate compartments no larger than five hundred square feet in size, which is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment.

Miscellaneous Residential Sign. Any incidental or real estate sign on a single dwelling unit lot or other residential lot.

Mixed-Use. The vertical integration of residential uses and commercial or civic uses within a single building or a single development, where the uses share pedestrian access, vehicular access, parking functions, or any combination thereof.

Mobile Home. A factory-assembled structure equipped with the necessary service connections and made so as to be movable as a unit on its own running gear and designed to be used for a one-family residential use.

Mobile Home Park. An area or tract of land where two or more mobile homes or mobile home lots are rented or held out for rent. The term does not include an area or tract of land where: (a) More than half of the lots are rented overnight

or for less than three months for recreational vehicles. (b) Mobile homes are used occasionally for recreational purposes and not as permanent residences.

Mobile Home Space Boundary Line. The lines which bound a mobile home site on its front, sides or rear.

Mobile Home Space. That portion of a mobile home park designated, used, or designed for the occupancy of not more than one mobile home and includes that area set aside or used for automobile parking, carports, cabanas, awnings, accessory buildings or other structures, and the yard area as required herein.

Monorail. A non-technology specific system used to transport passengers, including any system on a fixed land route installed and operated on an exclusive fixed guideway or rail, and including a monorail as defined in NRS Chapter 705. The term does not include a system to transport passengers between two end points with no intermediate stops, or a monorail that function only as part of a theme park or permanent exhibition under LVMC Chapter 6.81.

Monument Sign. A freestanding sign where the base of the sign structure is on the ground or a maximum of 12 inches above the lowest point of the ground adjacent to the sign.

Moped. Means a motor-driven scooter, motor-driven cycle or similar vehicle that is propelled by a small engine which produces not more than two gross brake horsepower, has a displacement of not more than fifty cubic centimeters or produces not more than fifteen hundred watts final output, and is capable of a maximum speed of not more than thirty miles per hour on a flat surface with not more than one percent grade in any direction when the motor is engaged. For purposes of the provisions of this Title relating to vehicle sales, mopeds shall be considered retail goods rather than motor vehicles.

Mortuary or Funeral Chapel. A facility in which one or both of the following activities occur:

1. Dead bodies are prepared for burial or cremation.
2. Funeral services are conducted.

Motorcycle/Motor Scooter Sales. A facility or area for the display and sale of motorcycles and motor scooters, whether new or used, but excluding mopeds. The term includes service bays which are incidental and accessory to the sales use. The term is used for the sole purpose of allowing the use by means of Special Use Permit in the C-1 District. For all other purposes, the use described in this definition shall be treated under the appropriate category of motor vehicle sales.

Motor Vehicle Sales (New). A facility or area, other than an auto sales showroom, for the display and sale (or leasing) of new automobiles, trucks, motorcycles and motor scooters, but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

Motor Vehicle Sales (Used). A facility or area, other than an auto sales showroom, used primarily for the display and sale (or leasing) of used automobiles, motorcycles and motor scooters, but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

Mounted Antenna. An antenna, other than a wireless communication facility, that is attached to a structure as permitted under this Code.

Mulch. A protective covering of inorganic material including rock, gravel, and decomposed granite, which is placed on the earth around plants to reduce weed growth, to minimize evaporation of moisture from the soil surface, to maintain even temperatures around plant roots, and to retard erosion.

Multi-Family Residential. A structure used or designed as a residence for three or more families or households living independently of each other.

Multi-phase Development. A development project that is constructed in stages, each stage being capable of existing independently of the others.

Museum, Art Display, or Art Sales (Private). A privately-operated facility or area for the acquisition, preservation, study, exhibition or sales of works of artistic, historic or scientific value.

Natural Area or Feature. May include slopes in excess of Hillside Ordinance for maximum slopes or conservation natural areas.

Natural Slope. Slope which is not manufactured.

Neighborhood. An area of a community with characteristics that distinguish it from other areas and that may include distinct ethnic or economic characteristics, housing types, schools, or boundaries defined by physical barriers, such as major highways and railroads or natural features.

Net Lot Area. The total area within the property lines of a lot or parcel of land after public street rights-of-way or other areas to be dedicated or reserved for public use are deducted from such lot or parcel.

Night Club. An establishment, other than a teen dance center, that is operated as a place of entertainment, characterized by any or all of the following as a principal use:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.
2. Dancing.

Noncommercial Message. A message, the sole purpose of which is to direct attention to a political, social, community or public-service issue.

Non-Conforming Lot. A lot which was lawful in terms of the area, dimensions or location prior to the adoption, revision or amendment of this Title, but which fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning district in which it is located.

Non-Conforming Sign. Unless otherwise provided, any sign that conformed to existing sign regulations at the time it was erected but that would no longer be permitted by virtue of the adoption of this Title, or an amendment thereto.

Non-Conforming Structure. A building or structure legally and properly located on a lot or parcel at the time of construction or erection of said building, but which subsequently would not be permitted to be constructed at that location by virtue of adoption of this Title, or an amendment thereto.

Non-Conforming Use. Any legally pre-existing use of land which is inconsistent with the provisions of this Title, or an amendment thereto.

Non-Contributing Property. A classification applied to an individual property located within a designated Historic District, signifying that the property does not contribute to the distinctive character of the District.

Nonprofit Club General. Any nonprofit corporation, association or organization which has been in continual existence for at least two years and:

1. Is organized or qualified to do business and operate under the laws of the State;
2. Has tax-exempt status granted by the United States Internal Revenue Service;
3. Has a membership of at least one hundred members who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association or organization; and
4. Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases.

Nonprofit Club Restaurant Service Bar. A bar wherein alcoholic beverage drinks are prepared for service in connection with meals at tables in the restaurant area of a nonprofit club where members of the general public are invited to dine.

Nuisance. An interference with the enjoyment and use of property.

Obstruction. Any structure, growth or other object, including a mobile object, which exceeds a limiting height.

Occupancy or Occupied. With respect to a structure, refers to the residing of one or more individuals in a dwelling or to the storage or use of equipment, merchandise or machinery in any public, commercial, or industrial building.

Off-Premise Sign. Any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is not located nor available on the lot where the sign is erected or placed.

Off-Site Improvements. Refers to any Public Improvements, Public Roadway Improvements, or Private Roadway Improvements as defined by this Title, separately or in any combination.

Off-Site Parking. Parking provided for a specific use but located on a site other than the one on which the specific use is located.

Off-Street Loading. Designated areas on a development site for the loading and unloading of cargo adjacent to buildings and not in the public right-of-way.

Office. A building used primarily for conducting the affairs of a business, profession, service, industry or government and which may include ancillary services for office workers, such as restaurants, newsstands or other minor commercial establishments.

Office, Medical or Dental. A professional office for the administration of professional medical or dental care, including examinations, screenings and minor outpatient surgical procedures. The term does not include a facility that provides housing for individuals, a clinic, or any other facility that is specifically defined in this Title.

Office Park. A development which contains a number of separate office buildings, accessory and supporting uses, and open space and which is designed, planned, constructed, and managed on an integrated and coordinated basis.

Office, Other Than Listed. A building or rooms used for conducting the affairs of a business, profession, service, industry or government other than those which are specifically listed in this Title.

On-Premise Sign. Any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is available or located at or on the lot, same site, or within the same Master Sign Plan area where the sign is erected or placed.

On-Site. Located on the lot that is the subject of an application for development.

Open Air Vending/Transient Sales Lot. An area that is used exclusively for the sale or taking of orders for any merchandise where:

1. Such merchandise is displayed or sold in the open area;
2. The activity is not part of the operation of an established business; and
3. No permanent physical structures or facilities are used as integral parts of the sales or order taking operations.

The term includes the display or sale of merchandise in or in connection with a truck, trailer or movable building of any type.

Open Space. Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated, or reserved for public use or enjoyment or for the private use and enjoyment of owners and occupants of land adjoining or neighboring such open space.

Open Space, Common. Land within or related to a development that is designed and intended for the common use or enjoyment of the residents of the development and their guests.

Open Space, Private. Open space which is normally limited to the use of the occupants of a single dwelling or building or property that abuts such open space.

Open Space, Public. Open space owned and maintained by a public agency for the use and enjoyment of the general public.

Outcall Entertainment Referral Service. A business which, for a fee, sends or refers an entertainer to an entertainment location (as defined in LVMC 6.57.030) in response to a telephone or other request to entertain a patron at the entertainment location.

Outdoor Storage, Accessory. The use of a significant portion of a lot or area for the long term retention (more than twenty-four hours) of materials and machinery or equipment, regardless of whether the materials, machinery or equipment are to be bought, sold, repaired, stored, incinerated, or discarded. The term does not include new or used motor vehicle sales and rental display, nor does it include accessory and incidental parking of vehicles for residents, guests, customers or employees in connection with a principal use.

Overlay Zone. A zoning district that is imposed on one or more underlying base zoning districts and which provides additional requirements and limitations beyond those required by the underlying zoning district.

Owner. An individual, firm, association, syndicate, partnership or corporation having sufficient proprietary interest to seek development of land.

Package liquor off-sale establishment. An establishment, other than a retail establishment with package liquor off-sale, whose license to sell alcoholic beverages authorized their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold. The term includes an establishment that provides on-premises wine, cordial and liqueur tasting if the licensee also holds a wine, cordial and liqueur tasting license for that location.

Painted Wall Sign. Means any sign that is painted directly on a building wall surface.

Parcel Map. A map prepared for recording in accordance with NRS Chapter 278 and with the provisions of this Title.

Park and Ride. A facility for the boarding and deboarding of transit vehicles that includes an area for the parking of commuters' vehicles in connection with their use of transit vehicles.

Parking Area. A paved area, other than a public right-of-way, used for the parking of automobiles.

Parking, Commercial. A facility for parking that is operated as a business enterprise by charging the public a fee and is not reserved or required to accommodate occupants, clients, customers or employees of a particular establishment or premises.

Parking Lot/Sidewalk Sale. A promotional sales event that is conducted by a business operation outside the confines of the commercial or manufacturing structure in which the business operation is normally conducted.

Parking Space. A space within a building, garage or parking area, as defined, for the temporary parking or storage of one automobile with continuous and unimpeded access to a public right-of-way, service drive or aisle.

Patio Cover. An attached or detached accessory structure which is not enclosed and provides sheltered outdoor space.

Pawn, Auto. A Pawn Shop that lends money on the security of a motor vehicle, which the pawn shop takes possession of as the pledged property.

Pawn Shop. A facility (other than a bank, saving and loan or mortgage banking company) used for the business of lending money on the security of pledged goods or for the business of the purchase of tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time.

Pennant. Any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wires, or string, usually in a series, designed to move in the wind. A pennant shall be considered a temporary sign.

Permanent Makeup Establishment. A facility that applies natural pigment to the dermal layer of the skin, by the use of needles or other instruments designed to contact or puncture the skin, for the sole purpose of providing either permanent coloration for medical skin restoration or cosmetic coloration to enhance or diminish personal features.

Permitted Use. Any use allowed in a zoning district as a matter of right if it is conducted in accordance with the restrictions applicable to that district. Permitted uses are designated in the Land Use Table by the letter "P".

Person. An individual, firm, partnership, corporation, company, association, joint stock association, governmental entity, trustee, receiver, assignee or similar representative of any of them.

Pet Boarding. A lot, building, premises or structure on which four or more household pets kept regularly and for extended periods of time for the benefit of persons who do not reside on the premises. The term included facilities that provide shelter, care, feeding, exercising, grooming or incidental medical care for household pets for remuneration or otherwise on a commercial basis. The term includes a kennel operation.

Pet Shop. A retail establishment engaged in the sale of pets, small animals, pet supplies, or pet grooming services.

Physical Constraints. Limitation on development or access created by topographical features on the development parcel, or adjacent parcels, such as spacing of existing adjoining streets, freeways, or other physical structures.

Planned Community Program. The development plan and development standards for a development in the P-C (Planned Community) District.

Planning Commission. The Planning Commission of the City of Las Vegas duly appointed by the Mayor with the approval of City Council. The Planning Commission shall have the powers and duty to provide for development as prescribed by State law and City ordinances.

Pole Sign. A Freestanding sign supported by one column, upright, pole, or brace in or upon the ground the sum width/diameter of which is less than 25 percent of the width of the sign.

Political Sign. Any sign relating to a candidate, issue, proposition, ordinance or other matter in a public election or referendum, or any sign pertaining to the advocacy of political views or policies by persons, groups, or parties.

Portable Sign. Any sign which is not permanently attached to the ground or to another permanent structure; including, but not limited to, temporarily placed signs designed to be transported; signs by means of wheels; signs converted to A- or T-frames; movable menu and sandwich board signs; tethered balloons used as signs; and signs attached to or painted on a vehicle or trailer which is parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operations of the business.

Post Office, Local Service. A branch office of the United States Postal Service that handles the mail for no more than five zip codes.

Post Office, Regional. A branch office of the United States Postal Service that handles the mail for more than five zip codes.

Potentially Developable or Re-developable Land. Land that is not restricted from development by virtue of factors such as parklands, conservation transfer areas, federal or state lands, reservation areas or excluded due to environmental constraints.

Pre-Existing Use. A lawful and conforming existing use of a lot or structure prior to the time of the enactment of this Title.

Preservation Covenant. A recorded deed restriction which requires the preservation of a property for an agreed-upon period of time.

Preservation Easement. A non-possessory interest in real property which creates rights and obligations related to the preservation of the distinctive character of that property or a portion thereof.

Primary Ridgeline. The ridgeline that has the greatest prominent public visibility from existing and undeveloped portions of the City.

Principal Building. The building in which the principal use of the lot is conducted. Lots with multiple uses may have multiple principal buildings. The term does not include storage buildings, garages or other buildings which normally are considered accessory buildings.

Principal Use. The purpose for which land, premises or building is designed, arranged or constructed.

Printing & Publishing. An establishment that provides printing, publishing, duplicating, or collating services using photocopy, blueprint, off-set printing, or related equipment.

Private Club, Lodge or Fraternal Organization.

1. Club. A facility of a private organization for the preparation and service of food and/or drink for members and their guests.
2. Lodge or Fraternal Organization. A facility for a special purpose organization for the sharing of sports, arts, literature, politics or other similar interests; but not primarily\ for profit or to render a service that is customarily carried on as a business.

Private Garage. An accessory building, or an attached portion of the main building, designed or used for the shelter and storage of automobiles.

Private Improvements. Improvements installed within a development for private or quasi-public purposes, but not owned or maintained by the City.

Private Roadway Improvements. Roadway improvements within or adjacent to private roadways which may include, but are not limited to, paving, curbs, gutters, sidewalks, medians, street lighting systems, traffic control signage and systems, traffic signal systems and interconnected facilities, drainage facilities, fire hydrants and sanitary sewer facilities.

Private Sports Arena, Stadium or Track. A facility that:

1. Is used for playing and watching sports, concerts, plays, etc.; and
2. Is not owned or operated by a public or quasi-public organization.

Private Street. Any roadway, other than a private drive, that is not owned by a public entity or is designated for use by specified property owners, maintained by or on behalf of those property owners, and not dedicated to nor intended for access by the general public.

Prohibited Use. A use that is not permitted by any means in a particular zoning district.

Project of Regional Significance. Any of the following:

1. A site-specific building or development project, whether private, public or quasipublic in nature, that is proposed within one-half mile of the boundary of another municipal corporation or an unincorporated area, and that qualifies as one or more of the following:
   a. A project with a tentative map including 500 lots or more;
   b. A planned unit development of 500 units or more;
   c. A development including tourist accommodations of 300 units or more;
   d. A commercial or industrial facility that is estimated to generate more than 6250 average daily vehicle trips, as defined by the Institute of Transportation Engineers (or its successor); or
   e. A nonresidential development encompassing more than 160 acres.
2. A zoning map amendment or local land use plan amendment that is proposed within one-half mile of the boundary of another municipal corporation or an unincorporated area, and that could result in development meeting or exceeding any of the criteria listed in Paragraphs 1(a) through 1(d) above.
3. A Special Use Permit application concerning property within 500 feet of the boundary of another municipal corporation or an unincorporated area.

Projecting Sign. Any sign affixed to a building in such a manner that its leading edge extends more than twelve inches beyond the surface of the building. The term does not include a decorative awning or canopy.

Property. A lot, parcel, or tract of land together with the building and structures located thereon.

Psychology Practice. A professional office in which a licensed professional, including a psychiatrist, psychologist, social worker, marriage and family therapist, or occupational therapist, provides evaluation, testing, treatment or counseling services related to mental conditions or disorders. The term includes a hypnotherapy practice, but does not include a "facility to provide testing, treatment, or counseling for drug or alcohol abuse," or a "sex offender counseling facility," as those terms are defined in this Section.

Public Areas. Parks, playgrounds, trails, paths, and other recreational areas and open spaces; scenic and historic sites; schools and other publicly operated buildings; and other places where the public is directly or indirectly invited to visit or permitted to congregate.

Public Hearing. A meeting, announced and advertised in advance and open to the public, in which members of the public have an opportunity to participate.

Public Improvement. Improvements may include but are not limited to, drainage facilities, fire hydrants, sanitary sewer systems, trails, trail paths, and other miscellaneous facilities and improvements to be owned by a public entity and are generally for the benefit of the public. These improvements are to be constructed and accepted within public rights-of-way, public easements, or City owned real property. The term may also include the dedication and construction of park facilities to be accepted by the City.

Public Notice. The advertisement of a public hearing in a paper of general circulation and through the mail, or the posting of a sign on property, each designed to indicate the time, date, place, and nature of a public hearing.

Public or Private School, Primary. An institution that provides kindergarten through 8th grade education and is supported by a public, religious or private organization.

Public or Private School, Secondary. An institution that provides 9th through 12th grade education and is supported by a public, religious or private organization.

Public Park or Playground. A park, playground, swimming pool, reservoir, golf course, or athletic field owned, operated and maintained by a local or State level government entity.

Public Right-of-Way. A strip of land acquired by reservation, dedication, prescription or condemnation and intended to be occupied by a road, trail, water line, sanitary sewer and/or other public utilities or facilities.

Public Roadway Improvements. Roadway improvements within or adjacent to public roadways which may include, but are not limited to, paving, curbs, gutters, sidewalks, medians, street lighting systems, traffic control signage and systems, traffic signal systems and interconnected facilities, drainage facilities, fire hydrants and sanitary sewer facilities.

Public Use Airport. Any of the facilities of McCarran International Airport and North Las Vegas Airport.

Public Utility. A regulated enterprise with a franchise for providing to the public a utility service deemed necessary for the public health, safety and welfare.

Pylon Sign. A freestanding sign supported by two or more columns, uprights, poles, or braces in or upon the ground, or a freestanding sign supported by a single column, upright, pole or brace in or upon the ground the sum width/diameter of which is 25 percent or more of the width of the sign.

Quarter Mile Section. A square quarter mile bounded by 1,320 feet offset increments from a section line.

Quasi-Public Use. A use owned or operated by a nonprofit, religious, or eleemosynary institution and providing educational, cultural, recreational, religious, or similar types of programs.

Radio Broadcasting. A building or portion of a building used as a place for radio broadcasting. The term does not include any antenna or antenna structure.

Radio, TV, Microwave Communication Tower. A freestanding structure which supports antennae that transmit or receive any portion of the electromagnetic spectrum.

Rail/Transit yard or Shop. A facility or area for the maintenance, repair, or storage of bus, rail or other transit vehicles.

Ramada. Any freestanding roof or shade structure installed or erected above an occupied mobile home or any portion thereof.

Raw Land. Unimproved land without buildings, structures, utilities or streets.

Real Estate Sign. A sign to advertise a commercial or residential property for sale, lease, or rent.

Recording Studio. A building or portion of a building used as a place to record music and videos. The term does not include broadcasting facilities.

Recreational Vehicle. A vehicle towed, or self-propelled on its own chassis, or attached to the chassis of another vehicle and designed or used for recreational or sporting purposes. The term includes, but is not limited to, travel trailers, pick-up campers, camping trailers, motor coach homes and converted trucks or buses.

Recreational Vehicle and Boat Storage. The storage of recreational vehicles, boats, or any combination thereof.

Recycling Collection Center. A facility used for the collection and temporary storage of empty beverage containers, aluminum, glass, paper or clothing for recycling purposes conducted totally within an enclosed structure or

container. The term does not include processing except for "can banks" that crush cans as they are deposited.

Rental Store. A facility for the rental of general merchandise to the general public and not specifically listed as a different use elsewhere in this Title. Typical general merchandise includes clothing and other apparel; electronics; videos; tools and garden equipment; furniture and other household appliances; special occasion or seasonal items; and similar consumer goods.

Regional Mall. An enclosed structure with a minimum square footage of three hundred fifty thousand square feet:

1. That is used or intended to be used as an assemblage of various tenants, including without limitation, retail uses, personal service uses, food service uses, and other ancillary uses;
2. That includes a minimum of two major anchor tenants; and
3. In which the typical means of access to the various uses in from inside the mall structure.

Rescue Mission or Shelter For The Homeless. A building that is used or intended to be used to provide to homeless individuals temporary accommodations, shelter, meals or any combination thereof. For purposes of this Title, a "homeless individual" includes an individual who lacks a fixed, regular and adequate nighttime residence.

Restaurant. A use providing preparation and retail sale of food and beverages, including cafes, coffee shops, sandwich shops, ice cream parlors, fast food take-out (i.e. pizza) and similar uses.

Restaurant, Carry-Out. An establishment designed for selling prepared foods for off-premise consumption.

Restaurant with Drive-Through. A restaurant that includes one or more drive-through lanes for ordering and dispensing food and beverages to patrons remaining in their vehicles.

Restaurant with Service Bar. A bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant and for consumption only in connection with a meal served on the premises, and where customers are not permitted to purchase alcoholic beverage drinks directly from the bar or for off-premise consumption.

Review Authority. The authority responsible for the review and final action on an application filed under this Title, such as the City Council, Planning Commission or the Director.

Retail Establishment With Package Liquor Off-Sale. A retail establishment:

1. Whose license to sell alcoholic beverages authorizes their sale to consumer only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold; and
2. In which the sale of alcoholic beverages is ancillary to the retail use, and in which no more than ten percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages.

The term includes an establishment that provides on-premises wine, cordial and liqueur tasting if the licensee also holds a wine, cordial and liqueur tasting license for that location.

Rezone. To change the zoning classification of particular lots or parcels of land.

Ridgeline. A line connecting the series of the highest elevation points of a ridge, mountain, shoulder, hill or mesa.

Right of Access. The legal authority to enter or leave a property.

Right-of-Way. A strip of land acquired by reservation, dedication, forced dedication, prescription, or condemnation and intended to be occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer or other public utility or facility.

Right-of-Way Line. The property line that separates the public right-of-way and an adjacent property.

Roadway. A public or private corridor for pedestrian or vehicular movements (or both), along with corresponding right-of-way and easements, and any improvements constructed therein.

Roof Sign. Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the roof or parapet of the building.

Runoff. Irrigation water that is not absorbed by the soil to which it is applied and which flows onto hard-surfaced areas. Runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or where a severe slope exists.

Runway. A defined area on an airport prepared for landing and takeoff of aircraft along its length.

Runway Protection Zone. A trapezoidal area at ground level for the purpose of protecting the safety of approaches and keeping the area clear of the congregation of people.

Rural Preservation Neighborhood. A subdivided or developed area:

1. Which consists of ten or more residential dwelling units;
2. Where the outer boundary of each lot that is used for residential purposes is not more than three hundred thirty feet from the outer boundary of any other lot that is used for residential purposes;
3. Which has no more than two residential dwelling units per acre; and
4. Which allows residents to raise or keep animals non-commercially.

Salvage or Reclamation of Products. A facility or area for storing, keeping, selling, dismantling, or salvaging scrap or discarded material or equipment which is not considered as another use under this Title. Scrap or discarded material includes, but is not limited to, metal, paper, rags, tires, bottles or inoperable or wrecked motor vehicles, motor vehicle parts, machinery, structural steel, equipment and appliances. The term includes facilities for recycling recoverable resources, such as newspapers, magazines, books, and other paper products, glass, metal cans and other products, which can be returned to a condition in which they may again be used for production.

Satellite Dish. A device which:

1. Incorporates a reflective surface that is solid, open mesh, or bar-configured;
2. Has the shape of a shallow dish, cone, horn, or cornucopia; and
3. Is used to receive electromagnetic signals.

Scale of Development. The physical development of a particular project, in terms of its size, height, bulk, intensity and aesthetics.

Seasonal Outdoor Sales. The temporary outdoor sale and display of the following (and only the following) holiday goods in connection with the corresponding holidays:

1. Christmas trees;
2. Halloween pumpkins;
3. Valentine's Day flowers; and
4. Mother's Day flowers.

The term does not include fireworks sales, which are governed by LVMC Chapter 9.28 and are subject to the requirements of the Department of Fire and Rescue.

Secondhand Dealer. 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. For purposes of this definition, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery or guns. The term includes the sale of jewelry (Class III type) and scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, the sale of used cars or the sale of other items which the City Council determines do not fit within the intent of this term. The term does not include the buying and selling of foreign or domestic coins for numismatic purposes or used books, which shall be allowed where retail sales of new merchandise, is permitted. The term also does not include a thriftshop or nonprofit thriftshop.

Section Area. A one square mile area bounded by section lines.

Senior Citizen Apartments. An apartment house or other multi-family dwelling in which each unit is occupied by at least one person fifty-five years of age or older. The term includes an apartment house or other multi-family dwelling that qualifies as "housing for older persons" under the provisions of Federal law, including without limitation housing developments that:

1. Provide significant facilities and services specifically designed to meet the physical or social needs of older persons; and
2. Publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons fifty-five years of age or older to the extent allowed by applicable State or Federal law.

Service Station. Any building, or premises used for the dispensing and sale of fuels or oils and accessories for the motor vehicle trade, together with any incidental minor automotive repair or automatic car wash facility.

Setback. The minimum required separation distance between the nearest portion of a structure and the lot line.

Setback Area, Corner Side. A yard area of which the width is measured between the non-frontage street right-of-way line and the required corner side yard setback line and the

depth is measured between the front yard setback line and the rear yard setback line

Setback Area, Front. A yard area of which the width is measured the entire length of the front property line between the side property lines; and the depth is measured as the distance between the street right-of-way line and the required front setback line.

Setback Area, Rear. A yard area of which the width is measured the entire length of the rear property line between the side property lines; and the depth is measured as the distance between the rear property line and the required rear yard setback line.

Setback Area, Required. That portion of a lot which is required to be unoccupied and unobstructed from the ground to the sky between a required setback line and the property line, except as otherwise provided in this Title.

Setback Area, Side. A yard area of which the width is measured between the side property line and the required side yard setback line and the depth is measured between the front yard setback line and the rear yard setback line.

Sex Offender Counseling Facility. A facility that regularly provides court-ordered or court-sanctioned treatment or counseling to sex offenders.

Sexually-Oriented Business. See LVMC 19.12.070.

Shopping Center. Any structure or group of structures that:

1. House any assemblage of various commercial tenants, including without limitation, retail uses, personal service uses, food service uses, and other ancillary uses;
2. Have a minimum combined gross floor area of 25,000 square feet;
3. Are located upon a single parcel of land or upon contiguous parcels of land; and
4. Have common vehicular access and parking facilities.

This term includes a regional mall.

SHPO. The State Historic Preservation Office.

Short-Term Residential Rental. The commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the unit for a period of less than thirty-one consecutive calendar days.

Sidewalk/Parking Lot Sale. A promotional sales event which is conducted outside the confines of the commercial or manufacturing structure in which such business is normally conducted and which occurs on a paved or concrete area on the same lot as the structure.

Sign. Any device, fixture, placard, structure or other medium, including its structure and component parts, that uses any color, form, graphic, illumination, symbol or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

Sign, Animated. Any sign that uses any of the following: animation or movement; mechanical devices such as spinning, rotating, revolving or oscillating mechanical or structural components; flashing, sequential or oscillating lights; lighting that moves from bright to dim and back to bright; or other similar continuously automated methods or dynamic devices, such as steam, fog, misting, or change of lighting or message, to depict action or create a special effect or alternating scene that results in movement, the appearance of movement, or the changing of sign image or message. The term includes any sign or portion thereof with characters, letters or illustrations, that can be changed or rearranged manually or electronically without altering the face or the surface of the sign. The term does not include a sign on which the only copy that changes is the electronic indication of time, temperature, or both.

Sign, Off-Premise. Any sign whose copy advertises or announces any place, product, goods, services, idea or statement whose subject is not available, located at, nor on the lot where the sign is erected or placed.

Sign, On-Premise. Any sign whose copy is limited to advertising or announcing any place, product, goods, services, idea or statement whose subject is available or located at or on the lot where the sign is erected or placed.

Sign Certificate. A certificate issued by the Department of Planning and Development to authorize a sign pursuant to Chapter 19.14.

Similar Use. A use that has the same characteristics as the specifically cited uses in terms of the following; trip generation and type of traffic, parking and circulation, utility demands, environmental impacts, physical space needs and clientele.

Single Family Attached Dwelling. See Dwelling, Single-Family Attached.

Single Family Detached Dwelling. See Dwelling, Single-Family Detached.

Single Family Unit Equivalent. A residential density value based on the vehicular traffic generated by a single family dwelling.

Single Family, Zero Lot Line. A single family dwelling unit that is located directly on 1 or more lot lines.

Single Room Occupancy Residence. A residential facility in which furnished rooms are rented on a weekly or monthly basis and which provides common facilities and services for laundry, cleaning and meals.

Site Built Single Family Home. A single family dwelling which is constructed under the standards of the Uniform Building Code (UBC), Uniform Electrical Code (UEC), Uniform Fire Code (UFC), Uniform Mechanical Code (UMC) and the Uniform Plumbing Code (UPC) as adopted in the Las Vegas Municipal Code (LVMC), including all appurtenant supplements thereto.

Slaughtering and Processing of Live Poultry. An operation in which live poultry is slaughtered and processed in preparation for human consumption.

Slope. The incline associated with a land surface.

Small Wind Energy System. A wind energy conversion system consisting of a wind turbine, a tower or supporting structure, and associated control or conversion electronics, which has a rated capacity of not more than 100kW and which is intended to primarily reduce on-site consumption of utility power. For purposes of this Title, the use shall not be deemed an accessory structure.

Social Event With Alcoholic Beverage Sales. The sale of alcoholic beverages for consumption only on the premises where the same are sold in connection with weddings, school graduations, employer and employee events, recognition ceremonies, awards ceremonies, family gatherings, fund-raising events, club and organization events or other similar events which occur six times or more per month at a facility not licensed for the sale of alcoholic beverages.

Social Service Provider. A facility that provides assistance to persons with limited ability for self-care, but for whom medical care is not a major element. The term includes a facility that provides assistance concerning psychological problems, employment, learning disabilities or physical disabilities, but does not include a rescue mission or homeless shelter, or an adult day care center.

Soil. All unconsolidated mineral and organic material that overlies bedrock and can be readily excavated.

Soil Amendments. Organic and inorganic material added to soils to improve texture, nutrients, moisture holding capacity and infiltration rates.

Solar Panel. A small-scale unit that is designed and used, on an incidental or accessory basis, to generate power or heat (or both) to be supplied to the principal use on the site. A "solar panel":

1. Does not include an "electric generating plant" or any other utility facility that is specifically defined in Chapter 19.18; and
2. Shall not be deemed an accessory structure for purposes of the standards of this Title that govern accessory structures.

Sound Stage. A building or portion of a building used for the production of movies.

Special Use Permit. A specific approval for a use which has been determined to be more intense or to have a potentially greater impact than a permitted or conditional use within the same zoning district.

Spot Zoning. Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan.

Stacking Lane. An area for temporary queuing of motor vehicles.

Standard Conditions. Conditions which have been approved by the Planning Commission or the City Council and which are designed to be imposed as a matter of course, where applicable, on the approval of development applications.

Standards for Private Drives. Those adopted City standards governing the design and construction of private drives.

Standards for private streets. "Standards for private streets" means those adopted standards governing the design and construction of private streets and detailed in the City standards.

Stem Wall. A wall, usually less than two feet in height, used to divert or direct storm water flows within an area specified by the Department of Public Works.

Storage. A space or place where goods, materials or personal property is placed and kept for more than 24 consecutive hours.

Stored. With reference to vehicles or vehicle parts, means allowed to remain in one place for more than 72 consecutive hours.

Story. That portion of a building between the surface of any floor and the surface of the floor next above it; or if there is

no floor above it, then the space between the floor and the ceiling next above.

Street. A strip of land or way subject to vehicular traffic (as well as pedestrian traffic) that provides direct or indirect access to property; including, but not limited to, alleys, avenues, boulevards, courts, drives, highways, lanes, places, roads, terraces, trails or other thoroughfares.

Street, All-weather. A public or private roadway which is surfaced with materials that allow ordinary motorized vehicles to utilize the street in all weather conditions.

Street Classification.

1. Freeway. A divided highway with 150 foot wide minimum right-of-way and classified as "controlled access"; a high-speed road with grade-separated interchanges.
2. Expressway. A divided highway with a 150 foot wide minimum right-of-way and classified as "limited access"; a high-speed road with at-grade, cross-traffic intersections.
3. Parkway Arterial. A street or highway which has a minimum right-of-way width of 120 feet and an existing or potential design capacity of three or more travel lanes of traffic in each direction with 10 feet for an amenity zone and sidewalk on each side and divided by a landscaped median.
4. Primary Arterial. A street or highway which has a minimum right-of-way width of 100 feet and an existing or potential design capacity of three or more travel lanes of traffic in each direction, divided by a raised median with left turn pockets.
5. Major Collector. A street which has a minimum right-of-way width of 80 feet and an existing or potential design capacity of two travel lanes of traffic in each direction with a center turn lane or raised median with left turn pockets.
6. Minor Collector. A street with a minimum right-of-way width of 60 feet which collects traffic from the local streets and distributes it to the major collector or arterial system.
7. Residential Street. A street which is designed to carry residential traffic between minor collectors.
8. Local Street. A street which is designed to carry a combination of light commercial and residential traffic between minor collectors, major collectors and primary arterials.
9. Local Access or Service Road. A street or that portion of a major or secondary thoroughfare lying outside of the principal roadway designed to provide frontage for individual lots and which primarily carries traffic having a destination or origin on the street itself.

Street Frontage. The distance along which a property line of a lot adjoins a public street, from one side lot line intersecting the street to the furthest distance side lot line intersecting the same street.

Streetscape. The visual image of a street, including the combination of buildings, parking, signs and other hardscape and street furniture.

Structure. An object, including a mobile object, constructed or installed including, but not limited to, a building, tower, crane, smokestack, earth formation, sign, overhead transmission line and an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Subdivider. A person, firm, corporation, partnership or association that has legal or beneficial ownership of land and who causes that land to be divided by means of the parcel map or tentative/final map processes of this Title.

Subdivision. Has the meaning ascribed to that term in NRS Chapter 278.

Subdivision Development Sale Sign. A sign located within the subject residential subdivision that advertises the availability of lots or dwellings for sale.

Subdivision Development Directional Sign. A sign not located within the subject residential subdivision that advertises the availability of lots or dwellings for sale.

Sub-Surface Irrigation System. The application of water via buried pipe and emitters, with flow rates measured in gallons per hour.

Supper Club. A restaurant and bar operation with alcoholic beverage sales in which:

1. The bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar by minors;
2. The actual seating available at all times within the dining area will accommodate at least one hundred twenty-five persons. For purposes of this requirement, the "dining area" does not include bar stool seating at the bar or lounge seating, but may include table or booth seating within the bar area and table seating within a patio area.
3. Alcoholic beverages are served in the restaurant area only in conjunction with the service of food;

4. Full-course meals are available during all hours the bar area is open to the public;
5. A cook and food server, other than a bartender, are available at all times the bar area is open to the public; and
6. The restaurant operation is the principal portion of the business.

Surveyor. A person currently licensed as a professional land surveyor under the provisions of NRS Chapter 625.

Suspended Sign. A sign that is suspended from the underside of a horizontal plane surface and is supported by the surface.

Swap Meet. A facility (whether indoor or outdoor) in which multiple vendors, dealers, sellers or traders have rented, leased, purchased or otherwise obtained an area from a swap meet operator for the purpose of selling, bartering, exchanging or trading new or used items of personal property, where the aggregate value of all such property exceeds the amount of one thousand dollars.

Tavern-Limited Establishment. An establishment that is licensed with a tavern-limited license in accordance with LVMC Chapter 6.50.

Tattoo Parlor/Body Piercing Studio. An establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of one or more of the following:

1. The placing of designs, letters, figures, symbols or other marks upon or under the skin of any person, using ink or other substances which result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin.
2. The creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration. This term does not include a permanent makeup establishment.

Taxicab/Limo Yard. An area or facility used for the storage or dispatch of taxicabs or limousines.

Teen Dance Center. An establishment that is primarily operated as a place of entertainment for persons under the age of 18 years, characterized by any or all of the following as a principal use:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.
2. Dancing.

Temporary Contractor's Construction Yard. An on-site or off-site facility for the storage of construction materials and equipment intended for use in conjunction with a specific development, to be removed at the time the development is completed. The term may include a temporary batch plant.

Temporary Outdoor Commercial Event. A promotional activity, fair, circus, rodeo, festival, carnival, arts and crafts fair, tent revival, haunted house, amusement system, or concert that will be conducted at a location other than a stadium, auditorium or other public assembly facility that is designed to accommodate such an event. The term does not include on-day residential celebrations; uses within public facilities or recreational facilities regulated or organized through the Department of Leisure Services; parades and similar events that occur in the public right-of-way and are regulated by or organized through the Las Vegas Metropolitan Police Department; or grand openings of new businesses that meet all requirements of the Department of Fire and Rescue.

Temporary Real Estate Sales Office. An office operating at a fixed location within an existing model home, trailer or commercial structure which is used temporarily for the purpose of real estate sales.

Temporary Sign. Any sign not constructed or intended for long term use, such as for sale or for rent signs, pennants, political campaign signs or other similar signs. The term does not include a temporary special event sign.

Temporary Special Event Sign. Any sign that is used only temporarily and is not permanently mounted, such as banners, pennants, inflatable signs, tethered balloons, portable signs and similar devices.

Temporary Use. A use established for a specified period of time with the intent to discontinue the use at the end of the designated time period.

Tennis Courts, Accessory. Tennis courts that are available for use only as an incidental or accessory use in connection with the principal residential or commercial use of the premises.

Tentative Map. A preliminary plan or map prepared for the purpose of showing the location, design and conditions of a proposed subdivision.

Thirty-Six Inch Box Trees. Trees measuring a minimum of 12 feet in height, and 8 feet in spread with a 3 inch trunk caliper measured at 4 1/2 feet above the soil line.

Thriftshop. A business operation that deals primarily in secondhand wearing apparel.

Thriftshop, Nonprofit. A shop that is operated by a nonprofit organization and that sells donated used merchandise only.

Time-Share Development. A development consisting of a minimum of 50 units that are made available for use and occupancy on a recurrent periodic basis according to an arrangement allocating this right among various holders of a time-share ownership, leasehold or other similar interest.

Topsoil. The top layer of native soil. The term is also used to describe good soil imported for landscaping.

Towing & Impound Yard. A lot or building used for the storage of damaged, wrecked or impounded motor vehicles for a limited period of time, usually awaiting insurance adjustment, transport to a repair shop, or recovery by the owner operator.

Towing Service (with No Storage). An establishment that provides the service of transporting damaged, wrecked or impounded motor vehicles to an off-site storage area or other facility.

Townhouse. See Dwelling, Townhouse.

Trade School. A facility for instruction and training in trades or crafts such as auto repair, welding, bricklaying, machinery operation or other similar trades or crafts which require the use of large equipment, or outdoor training activities, or both.

Traffic and Transportation Plan (TTP). A plan document submitted to the City as part of a complete application for development approval of subdivision streets or of access to development parcels that are 10 acres or larger, depicting proposed local street layout and proposed locations for connections to higher order roads.

Traffic Entry Study (TES). A study of an entry to a residential development with focus on the entry and its impact on the adjacent roadway.

Traffic Impact Analysis (TIA). A study that provides information on the projected traffic likely to be generated by a proposed development and assesses its impact on the roadways in the immediate proximity of a proposed development. The TIA should identify any potential traffic operational problems or concerns and recommend appropriate actions to address such problems or concerns.

Traffic Impact Study. A report which analyzes the conditions of a particular roadway or roadways as they are anticipated to exist if a particular proposed development occurs, as well as if the development does not occur.

Trailer. A vehicle, other than a vehicle defined as a Recreational Vehicle, that is without motor power and is designed for carrying persons, property, equipment or other items on its own structure, including, but not limited to semi-trailers, utility trailers, flatbed trailers and hauling trailers.

Trailer Coach. Any building, structure or vehicle equipped with wheels to facilitate movement from place to place or to travel on a public thoroughfare, and designed, used, and maintained for human habitation. Such definition shall include automobiles or trucks where used for living or sleeping purposes.

Trailer/RV Camp or Park. Any lot or tract of land used, or intended to be used, for renting of space to accommodate two or more recreational vehicles.

Transit Passenger Facility. A facility, including a park and ride, for the loading and discharging of train or bus passengers.

Transition Zone. A zoning district that permits uses compatible with uses permitted in two adjacent zones that, without the transition zones, could be considered incompatible to each other.

Transitional Area. (1) An area in the process of changing from one use to another; (2) An area that acts as a buffer between two land uses of different intensity and compatibility.

Transitional Community Residence. A Community Residence that provides housing and a living environment for recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide any treatment for alcohol or drug abuse.

Truck Rental. A facility for the rental of new or used trucks. Trucks kept on the lot for rental purposes are not considered to be outside storage.

Trucking Company. A business, service or industry involving the use of commercial vehicles in the loading, unloading and transportation of cargo. The term may also include the fueling, maintenance, servicing, storage or repair of commercial vehicles or the storage of cargo.

Turf. Any grassy area maintained by frequent mowing, fertilization and watering, commonly used for lawns and playing fields.

Tutoring Center. An institution or place of education or instruction, other than a public or private school (primary or secondary), business school, or trade school, that is owned and operated privately for profit and that does not offer a complete educational curriculum. The term includes an educational testing center.

TV Broadcasting & Other Communication Service. A building or portion of a building used as a place for television broadcasting or similar communication related activities.

Twenty-four Inch Box Trees. Twenty-four inch box trees shall be a minimum of 8 feet in height, 6 feet in spread and 2 inch trunk caliper measured at 4 1/2 feet above the soil line.

Two-Family Dwelling. A detached dwelling designed for and occupied exclusively by two families living independently of each other in separate swelling units on a single lot.

Ultimate Height. With regard to an antenna, the maximum height of the antenna above ground level.

Urban Core Area. Means the area defined as the Downtown Centennial Plan Overlay District in LVMC 19.10.110.

Urban Lounge. An establishment that:

1. Is licensed for the sale of alcoholic beverages for consumption o the premises where the same are sold, and the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold; and
2. Meets the criteria for an urban lounge as set forth in LVMC 19.12.070.

Use. The purpose (type and extent) for which land or a building is arranged, designed, or intended, or for which either land or a structure is occupied or maintained.

Used For Residential Purposes. A lot that is five acres or less in area and contains a residential dwelling unit of a permanent nature.

Utility Installation, Other than Listed. A facility or area used as (or for) a utility installation not specifically listed in this Title. The term does not include any type of wind energy conversion system.

Utility Transmission Lines. An utility infrastructure that:

1. Provides electrical power, telephone, or cable television; and
2. Is installed, operated and maintained by a municipality or a franchised utility company.

Vacation. The abandonment of a right-of-way or easement, or the relinquishment of the City's interest (if any) in a government patent reservation.

Valet Parking. A service provided in conjunction with a business or other establishment by which employees (or others acting on behalf of the establishment) park the vehicles of patrons or visitors in an area set aside for that purpose.

Variance. Approval to vary from the requirements of a development regulation.

Vehicle, Classic or Antique. A motor vehicle that is 25 or more years old and, because of its limited production or exceptionally fine workmanship, is a rarity or of historic interest and has been, or is in the process of being restored, maintained, or preserved by automobile hobbyists.

Vehicle, Junked. Any vehicle which is wrecked, partially wrecked, dismantled, or partially dismantled.

Vehicle, Mechanically Inoperable. A vehicle that is temporarily inoperable due to the need for normal, reasonable and customary repairs before the vehicle can be operated on the roadways.

Vehicle, Parking, Storage or Repair in Residential Zoning Districts. The parking, storage or repair of vehicles as an accessory use in residential zoning districts.

Vehicle, Recreational. Any vehicle or trailer designed and used as a travel trailer, camper, motor home, tent trailer, boat, boat trailer, snowmobile, snowmobile trailer, camping trailer or other vehicle of a similar nature.

Vehicle, Stored. A vehicle that has remained stationary in one place on any property in a residential zoning district for more than seventy-two consecutive hours.

Wall/Fence, Front Yard. A structure which is designed to delineate or provide security along the front property line of a residential parcel, or to provide security within the front setback area of a residential parcel.

Wall, Perimeter. An opaque structure constructed in accordance with the applicable standards of this Title with the purpose of providing security or a visual buffer within, along or in proximity to the property line of a subdivision or parcel and separating the subdivision or parcel from right-of-way, another land use or another property.

Wall, Retaining. A wall with the grade on one side greater than the grade on the opposite side that is designed and constructed to withstand the lateral earth and hydrostatic pressures upon it.

Wall, Screen. An opaque structure constructed in accordance with the applicable standards of this Title with the purpose of providing a buffer for privacy or to mitigate a potentially negative noise or visual impact.

Wall Sign. Any sign (other than a projecting sign) which is attached parallel to a wall or building, or to a canopy or awning attached to a building. The sign may be painted on or erected upon the building, awning, or canopy.

Warehouse/Distribution Center. An enclosed structure for the storage of goods for distribution or transfer to another location.

Wedding Chapel. A facility which is made available to be rented for wedding ceremonies. Such facilities may include a chapel, dressing rooms, offices, reception facilities and gardens.

Weekend Directional Sign. A sign used to direct traffic to residential subdivisions for sale.

Welding Repair. A facility in which products made of metal or metal alloy are repaired by means of welding.

Wholesale Showroom Facility. A building used primarily for the storage of goods and materials and secondarily for the display of merchandise for wholesale purchase.

Window Sign. Any sign, picture, symbol or combination thereof, designed to communicate information about an on-premises activity, business, commodity, event, sale or service, that is placed inside a window or upon the window panes or glass and is legible from the exterior of the window from a public right-of-way a distance of more than three feet beyond the lot line of the lot or parcel on which the sign is located.

Wireless Communication Antenna. An antenna that transmits or receives, or both transmits and receives, wireless communication signals. The term does not include any device, such as a radio antenna, telephone antenna, television antenna, satellite dish antenna or amateur radio antenna, that is accessory or incidental to a residential use and is employed by an ultimate user to receive radio, television or other communication signals.

Wireless Communication Facility. An antenna tower, wireless communication antenna, or any associated structure or equipment, or combination thereof, that is intended for commercial or institutional use in connection with the transmission or reception of wireless communication signals.

Wireless Communication Facility, Non-stealth Design. A wireless communication facility that does not qualify as a stealth design wireless communication facility.

Wireless Communication Facility, Slim-line Design Pole. A wireless communication facility, consisting of a pole and one or more antennas, on which the antenna panels are narrow and closely spaced with one another atop the pole and extend no more than one foot beyond the circumference of the pole.

Wireless Communication Facility, Stealth Design. A wireless communication facility that is designed to blend into the surrounding environment. Examples include without limitation: antenna tower alternative structures; roof-mounted antennas (with architectural screening when appropriate); building-mounted antennas painted to match the existing structure; antennas integrated into architectural elements (such as steeples or cupolas); antennas and antenna structures designed to look like light poles, flagpoles, or any other camouflaging techniques available on the market; and a cable microcell network which utilized multiple low-powered transmitters/receivers or repeaters attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

Wireless Communication Signals. Communication signals, including electromagnetic waves, analog signals, digital signals and other spectrum-based communication signals, that operate within the range of frequencies from 100KHz to 300GHz. The term does not include television broadcast signals; direct broadcast signals; direct broadcast satellite services; multi-channel, multi-point distribution services; or amateur radio signals.

Xeriscape. The use of sound horticultural and creative landscaping practices to achieve water conservation, including proper planning and design, soil improvements; and the use of limited turf areas, mulches, low water demand plants, efficient irrigation and appropriate maintenance.

Yard. The areas on a lot that are unoccupied by structures, except for projections and the specific accessory uses or structures allowed in those areas under the provisions of this Title.

Yard, Corner Side. The yard of a corner lot extending from the front yard to the rear yard and between the street and the primary structure.

Yard, Front. The yard area extending along the entire length of the front property line and the depth between the street right-of-way line and the primary structure.

Yard, Rear. The yard area extending along the entire length of the rear property line and the depth between the rear property line and the primary structure.

Yard, Side. The yard area extending from the front yard to the rear yard and between the side property line and the primary structure.

Zoning District. An area designated on the Official Zoning Map in which certain uses are permitted and certain others are not permitted, all in accordance with this Title.

MEASUREMENT RULES 19.18.030

This Section explains how to calculate results and determine various measurements referenced in this Title.

A. Density/Intensity

1. Gross Acreage

Gross acreage is calculated by measuring the total land area within the property lines of a lot or parcel of land before public streets, easements or other areas to be dedicated or reserved for a public use are deducted from such lot or parcel.

2. Density

Density is calculated by dividing the number of dwelling units on a site by the gross acreage of the site on which the dwelling units are located.

For purposes of calculating residential density, dedicated rights-of-way within a site, and that portion of existing dedicated rights-of-way adjoining a site that is between the street or alley centerline and the site boundaries shall not be included.

3. Lot Coverage

Measured as a percentage of the lot area covered by all buildings and structures (not including non-building impervious surfaces such as driveways, patio slabs, and sidewalks), as measured from the outside of the building or structure at ground level unless otherwise specified in this Title.

4. Gross Floor Area (GFA)

Measured as the sum of the horizontal areas of all floors of a building or structure measured from the exterior face of exterior walls, but excluding any space where the floor-to-ceiling height is less than six feet.

5. Net Floor Area

Measured as the difference of the gross floor area and the sum of the horizontal areas of all floors of a building or structure used for stairwells and elevator shafts, equipment rooms, interior vehicular parking or loading spaces and any floors which are not used or intended to be used for human habitation or service to the public.

6. Floor Area Ratio (FAR)

Measured as the ratio of the gross floor area of all buildings and structures on a lot divided by the total site area.

B. Height

1. Building Height (See Figure 1)

Measured as the vertical distance in feet between the average finished grade along the front of a building and either the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable, hip or gambrel roof.

2. Wall/Fence Height (See Figure 2)

Measured as the vertical distance in feet from the finished grade, on the side with the greatest vertical exposure above the finished grade, to the top of the fence or wall.

C. Setbacks

1. Attached Buildings

Attached buildings, whether principal or accessory, shall be treated as a single structure for the purpose of applying setbacks. This requirement shall not apply to residential patio covers, carports, or open shade structures.

2. Measurement (See Figure 3)

Setbacks shall be measured as the distance between the nearest lot line and the foundation of a building or structure along a line at right angles to the lot line. Where no minimum front, side, or rear yards are specified, the setback line shall be coterminous with the corresponding lot line.

Allowable projections into setback areas shall not be utilized for measurement of setbacks.

D. Computing Parking

1. Parking-Impaired Development

A land use or building which is existing on the effective date of this Title and which complied with the applicable parking standards at the time the use or building was established, but which does not comply with the on-site parking requirements of this Title, shall not be considered a nonconforming use or non-conforming building; but rather, it shall be considered a "parking-impaired development." The following rules shall apply to the remodeling, alteration, expansion or reuse of parking-impaired developments:

a. Building permits and certificates of occupancy may be issued for remodeling or structural alterations of parking-impaired developments without requiring compliance with the on-site parking requirements of this Title, provided that such work does not increase the building area or result in a change of use that requires an increase in the number of required parking spaces.

b. For any remodeling, alteration, or expansion of a parking-impaired development that requires an increase in the number of required parking spaces, including the expansion of existing buildings or the construction of new buildings, only the increased number of parking spaces shall be required.

c. For any change of use that requires an increase in the number of required parking spaces, only the increased number of parking spaces shall be required.

2. On-Site Parking Requirements

a. Calculations. When measurements of the number of required spaces for one or more uses on a site result in fractions, the space requirements for each use shall be rounded upward to the next whole number of spaces.

c. Different Use Areas. Parking shall be calculated separately for each different use area in a building or on a site, including any ancillary use, unless otherwise allowed by a provision of this Title.

d. Parking Based on Seating. When the parking requirements are based on seating and the

Illustrations & Graphics 19.18.030

FIGURE 1 - BUILDING HEIGHT MEASUREMENT

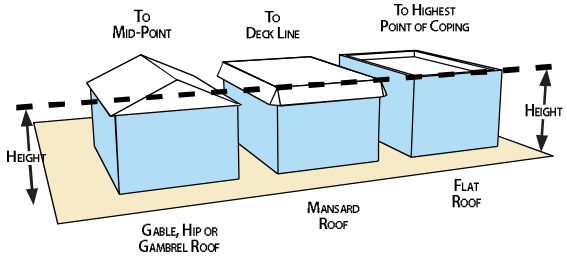
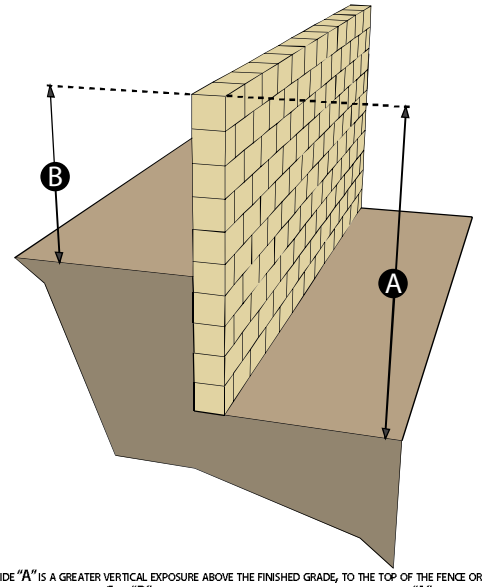
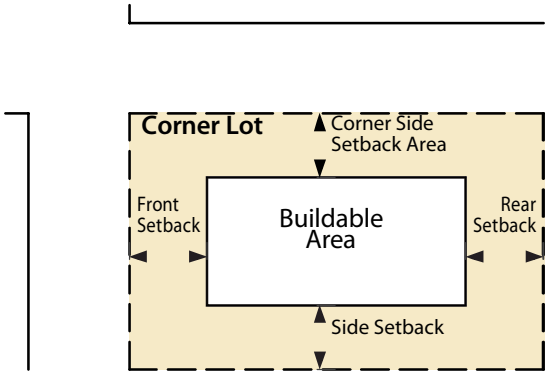


FIGURE 2 - WALL/FENCE HEIGHT MEASUREMENT



SIDE "A" IS A GREATER VERTICAL EXPOSURE ABOVE THE FINISHED GRADE, TO THE TOP OF THE FENCE OR WALL THAN SIDE "B" THEREFORE THE WALL HEIGHT IS DETERMINED BY SIDE "A"

FIGURE 3 - SETBACKS



seating consists of benches or pews, each twenty linear inches of bench or pew shall be considered one seat.

e. Parking Based on Floor Area. Unless specifically stated otherwise, when computing parking requirements based on the amount of square footage in buildings, all calculations shall be on a gross floor area basis.

f. Parking Based on Employees. For the purpose of computing parking requirements based on the number of employees, calculations shall be for the largest number of persons working on any single shift.

g. Single-family Parking. Driveways may be used to satisfy minimum on-site parking requirements for single-family dwellings, provided that sufficient space is available to satisfy the minimum design standards.

h. Unimpeded Parking. No parking space shall be located so as to require the moving of any vehicle on the premises in order to enter or leave any other space.

3. Handicapped Parking Calculations

a. Except as otherwise required by the City's Building Code, handicapped parking spaces shall be provided for all uses other than residential at the rate shown in Table 1 below:

HANDICAP PARKING REQUIREMENTS — TABLE 1

Total Number of Required Parking Spaces	Number of Handicapped Parking Spaces Required
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total required spaces
1,001 and above	20 spaces, plus 1 space for each 100 over 1,000 spaces or fraction thereof.

4. Parking Alternatives. The Director is authorized to allow parking requirements to be met by any method described in this Paragraph (4), or any combination of such methods.

a. Off-Site Parking. The parking requirements may be met by locating the required parking spaces on a separate parcel from the lot on which the principal use is located. Off-site parking may be approved only if:

i. The parcels containing the use and the off-site parking are under common ownership;

ii. The parcel to be used for parking is located not more than three hundred feet from the building or use it is intended to serve;

iii. The parcel to be used for parking is not separated or divided from the building or use it is intended to serve by a freeway, expressway, highway or primary thoroughfare;

iv. The applicant satisfies the Director that the use of the off-site parcel for parking will not be detrimental to public safety; and

v. The owner of the parcels executes an agreement or similar document, satisfactory to the City Attorney, which outlines the terms and conditions of the off-site parking use. The document must contain the legal description of both the off-site parcel and the parcel where the principal use is located and must be of sufficient duration to ensure the continued use of the off-site parcel for parking. In order to provide record notice of the existence of the off-site parking arrangement, the City may record the document in the office of the County Recorder, or require the applicant to do so.

b. Shared Parking. The parking requirements may also be met by securing the consent to share parking facilities on another parcel and under another ownership. Shared parking may only be approved if:

i. The shared facilities are located on a parcel zoned for such use;

ii. The shared facilities are not more than three hundred feet from the building or use they are intended to serve;

iii. The shared facilities are not separated or divided from the building or use they are intended to serve by a freeway, expressway, highway or primary thoroughfare;

iv. The owners of the parcels cooperatively establish and operate the facilities;

v. The uses separately generate parking demands, primarily during hours when the remaining uses are not in operation;

vi. A minimum number of spaces are provided to meet the requirements of the use with the single greatest parking demand;

vii. Satisfactory evidence, as deemed by the Director, has been submitted describing the nature of the uses and the times when the uses operate so as to demonstrate the lack of potential conflict; and

viii. The owners of the parcels execute an agreement, satisfactory to the City Attorney, which outlines the terms and conditions of the shared parking arrangement. The agreement must contain the legal description of both parcels and must be of sufficient duration to ensure the continued use of the shared parking facilities. In order to provide record notice of the existence of the shared parking arrangement, the City may record the agreement in the office of the County Recorder, or require the applicant to do so.

c. Mixed-Use Development—Alternative Parking Requirements. Mixed-use developments that are approved pursuant to LVMC Chapter 19.12 may utilize Table 2 below for determining parking requirements as an alternative to those otherwise applicable under this Paragraph and LVMC Chapter 19.12. A hotel/casino mixed-use development may choose the alternative determination available under this Subparagraph (c) or the administrative reduction available under Subparagraph (d) of this Subsection, but may not take advantage of both alternatives or any combination thereof.

MIXED-USE DEVELOPMENTS-ALTERNATIVE PARKING REQUIREMENTS — TABLE 2

GENERAL LAND USE CLASSIFICATION	WEEKDAYS		
	Mid - 7am	7am - 6pm	6pm - Mid
Office & Professional	5%	100%	5%
Retail & Personal Services	0%	100%	80%
Residential	100%	55%	85%
Restaurant	50%	70%	100%
Hotel	100%	65%	90%
Theaters/ Entertainment & Amusement	0%	70%	100%
	WEEKENDS		
	Mid - 7am	7am - 6pm	6pm - Mid
Office & Professional	0%	60%	10%
Retail & Personal Services	0%	100%	60%
Residential	100%	65%	75%
Restaurant	45%	70%	100%
Hotel	100%	65%	80%
Theaters/ Entertainment & Amusement	5%	70%	100%

i. Calculation of Parking Requirement. Calculate the number of spaces required for each use based on the applicable parking requirements calculated under this Paragraph and LVMC Chapter 19.12. Applying the general land use category listed above to each proposed use, utilize the percentages to calculate the number of parking spaces required for each time period (six time periods per use). Add the number of spaces required for all applicable land uses to obtain a total parking requirement for each time

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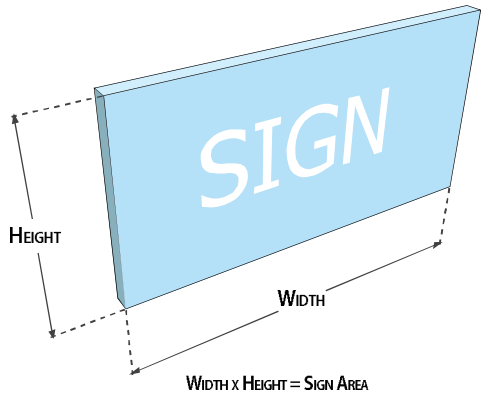
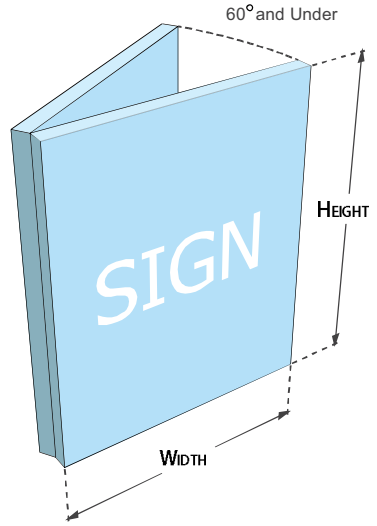
FIGURE 4 - SIGN AREA MEASUREMENT - 2 SIDED FLAT SIGN

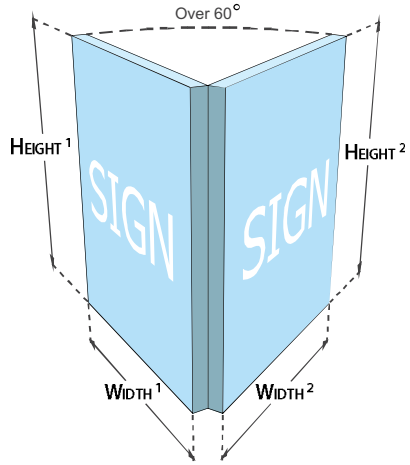


WIDTH X HEIGHT = SIGN AREA

FIGURE 5 - SIGN AREA MEASUREMENT - 2 SIDED ANGLED SIGNS



IF ANGEL IS 60° OR LESS THEN, WIDTH X HEIGHT = SIGN AREA



IF ANGLE IS GREATER THAN 60° THEN, (WIDTH 1 X HEIGHT 1) + (WIDTH 2 X HEIGHT 2) = SIGN AREA

period. Select the time period with the highest total parking requirement, and utilize that total as the mixed-use parking requirement.

ii. **Changes in Use.** Any proposed changes in the commercial uses for an existing approved mixed-use development shall be submitted to the Department for review and a determination of consistency with the parking requirements set forth in Table 2. Where a change in use will increase the number of parking spaces required, the additional spaces shall be provided.

d. **Alternative Parking Standard—Parking Demand Analysis.** Where the unique operation of a particular use creates a lesser parking demand than the parking requirements otherwise applicable under this Subsection and LVMC Chapter 19.12, an alternative parking standard for the use may be established in conjunction with the submittal of a Parking Demand Analysis. In order to qualify for consideration, a Parking Demand Analysis must be signed and sealed by a professional traffic engineer, must document the weekday and weekend peak parking demand for the proposed use(s) for the site, and must provide justification for the alternative parking standard. The request for an alternative parking standard pursuant to this Subparagraph (d):

i. Shall follow the process for a Special Use Permit application under LVMC 19.16.0110, to the extent the process can be made applicable.

ii. May be approved as requested, or as modified, and may be made subject to conditions if the Planning Commission or City Council, as the case may be, determines that approval of the alternative parking standard is warranted.

e. **Hotel/Casino Mixed-Use Parking Requirements.** The Director may authorize a reduction in the total number of required parking spaces for hotel/casino mixed-use developments. Such reduction shall apply only to such uses as restaurants, retail stores, amusement/recreational facilities and similar uses which are clearly ancillary to the hotel. Required parking for supplementary uses

may be reduced to one-half of the parking required for each use as specified in this Title. In determining the parking requirement, the following shall be considered:

i. The characteristic of each use and the projected peak parking demand, including hours of operation;

ii. The potential reduction in vehicle movements afforded by multi-purpose use of spaces by employees or customers;

iii. The potential reduction in vehicle trips afforded by multiple use of the facilities by guests and customers; and

iv. The extent to which the applicant can document the lack of potential conflict among parking needs and facilities.

E. Signage

1. Measurement of Sign Area -- General

a. The area of a sign face shall be computed by means of the smallest square, circle, rectangle, triangle or combination thereof that encompasses the smallest perimeter of the sign's message.

b. Except as otherwise provided in this Subsection, the area of a sign face does not include any supporting framework, bracing, architectural detail or decorative fence or wall which is clearly incidental to the sign. Where the supports or structural elements constitute a commercial symbol, logo, or text, those elements shall be computed as part of the sign area.

2. Measurement of Sign Area – Specific Types

a. Sign cabinets. The area of sign faces enclosed in frames or cabinets is determined based on the outer dimensions of the frame or cabinet surrounding the sign face. (See Figure 4)

b. Two sided freestanding signs (See Figure 5)

i. Signs with two faces intersecting at an angle of 60 degrees or less shall be computed by measuring the area of the largest sign face.

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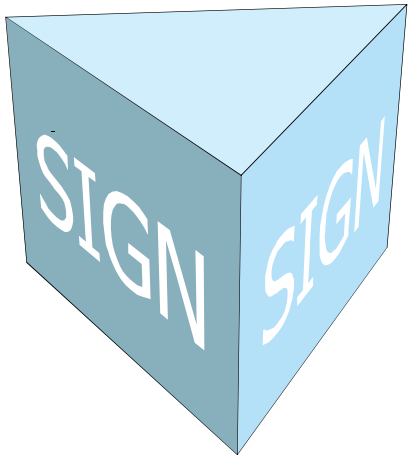
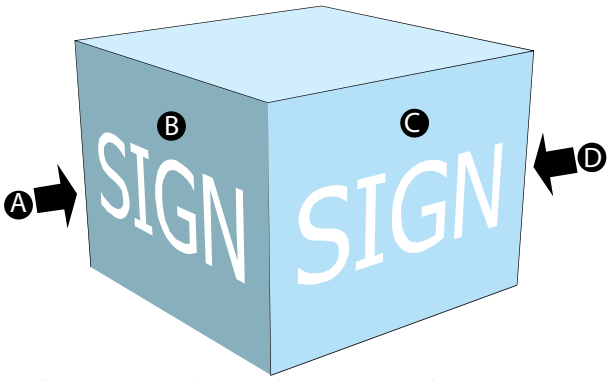
FIGURE 6 - SIGN AREA MEASUREMENT - 3 SIDED SIGN



LARGEST SIDE (WIDTH X HEIGHT) + 2ND LARGEST SIDE (WIDTH X HEIGHT) = SIGN AREA

FIGURE 7 - SIGN AREA MEASUREMENT - 4 SIDED SIGN



IF SIDE Ⓐ IS LARGER THAN SIDE Ⓒ AND SIDE Ⓑ IS LARGER THAN SIDE Ⓓ THEN,

SIDE Ⓐ (WIDTH X HEIGHT) + SIDE Ⓑ (WIDTH X HEIGHT) = SIGN AREA.

IF OPPOSING SIDES ARE EQUAL THEN, SIDE Ⓑ (WIDTH X HEIGHT) + SIDE Ⓒ (WIDTH X HEIGHT) = SIGN AREA.

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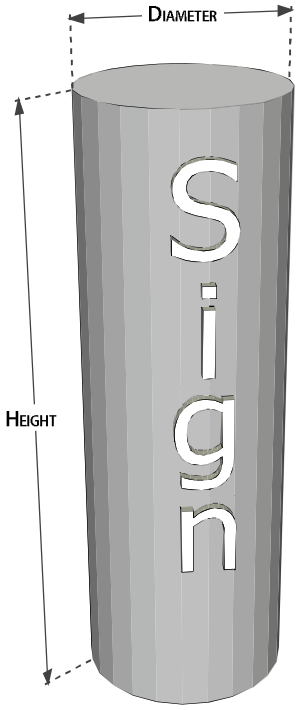
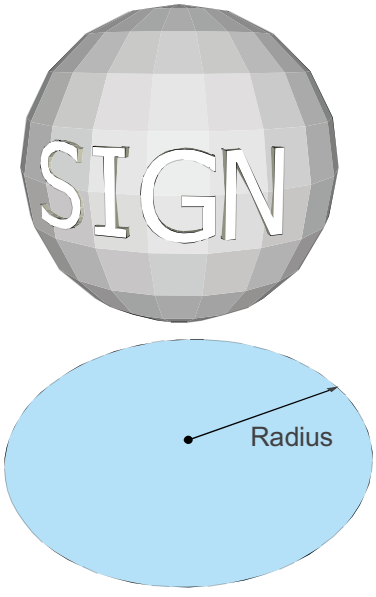
FIGURE 8 - SIGN AREA MEASUREMENT - CYLINDRICAL/SPHERICAL



CYLINDER HEIGHT x DIAMETER = SIGN AREA



3.14 x (RADIUS ^{2}) = SIGN AREA FOR CIRCLE OR SPHERE

ii. Signs with two faces intersecting at an angle of greater than 60 degrees shall be computed by measuring the area of both sign faces.

c. **Three sided signs.** The total area of signs with three faces shall be the sum total area of the two largest faces. (See Figure 6)

d. **Four-sided signs.** The total area of signs with four sign faces arranged in a square, rectangle, or diamond shall be the sum total area of the two largest opposing faces. If the faces are equal in size, the total area of the sign shall be the sum of two of the intersecting faces. (See Figure 7)

e. **Cylindrical or spherical signs.** The area of a cylindrical sign shall be the diameter multiplied by the height of the cylinder. The area of a spherical sign shall be the radius of the sphere squared multiplied by 3.14. (See Figure 8)

f. **Multiple cabinets.** For freestanding and projecting signs that contain multiple cabinets on one structure and oriented in the same direction, the modules together are counted as one sign face

g. **Signs on a base material.** When a sign is on a base material and attached without a frame, such as a wood board or Plexiglas panel, the dimensions of the base material are to be used.

h. **Individual elements.** When signs are constructed of individual elements attached to a building elevation, the overall sign display shall be measured by determining the sum of the area of each square, rectangle, triangle, portion of a circle or any combination thereof which creates the smallest single continuous perimeter enclosing the limits of the sign message. (See Figures 9, 10 and 11)

i. **Painted wall signs.** Painted wall signs shall be measured by determining the sum of the area of each square, rectangle, triangle, portion of a circle or any combination thereof which creates the smallest single continuous perimeter enclosing the limits of the sign elements. Visible area of the building elevation includes windows and doors, but not openings such as loading entrances.

j. Awnings and marquees. When signs are incorporated into awnings, the sign area is determined by computing the area of an imaginary rectangle drawn around the sign face. When the ends of awnings or marquees are parallel or within 60 degrees of parallel and contain sign faces, only one side is counted in addition to the sign face area on the front.

k. Changing Image Sign

i. Changing image sign features are measured by drawing an imaginary rectangle around the edge of each of the changing elements. Sign elements will be measured as one unit when the individual elements are read as one single message.

ii. When used as a border around an otherwise static sign, changing image sign elements are measured by drawing a series of rectangles around the changing elements.

iii. When the changing image sign feature is composed of moving light from a projected source, including laser light, or other display that has the appearance of a static element moving across a static background, the changing image sign element shall be computed by means of the smallest square, circle, rectangle, triangle or combination thereof that encompass the limits of the projected image.

3. Height Computation (See Figure 12)

a. The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign.

b. Normal grade shall be the lower of:

i. Existing grade prior to construction; or

ii. Newly established grade after construction, exclusive of any filling, berming, mounding or excavating for the sole purpose of locating the sign.

c. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the

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FIGURE 9 - SIGN AREA MEASUREMENT - INDIVIDUAL ELEMENTS

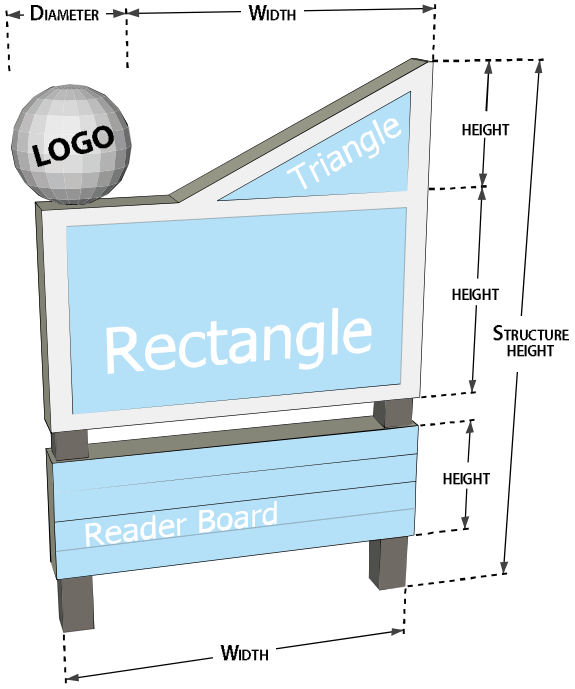
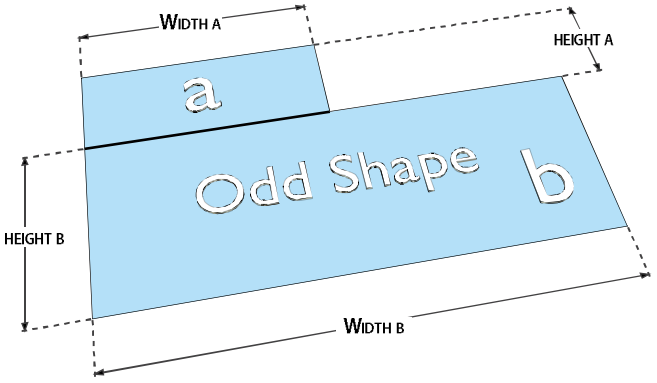


FIGURE 10 - SIGN AREA MEASUREMENT - INDIVIDUAL ELEMENTS



IN THE CASE OF AN ODD SHAPE, CALCULATE THE SMALLEST REGULAR GEOMETRIC SHAPE (TRIANGLE, RECTANGLE OR CIRCLE) THAT ENCOMPASSES THE PERIMETER OF THE SIGN AND ADD THE AREAS TOGETHER FOR THE TOTAL AREA.

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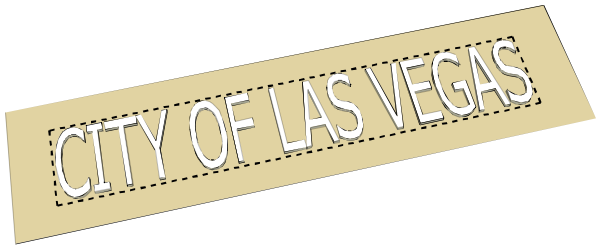
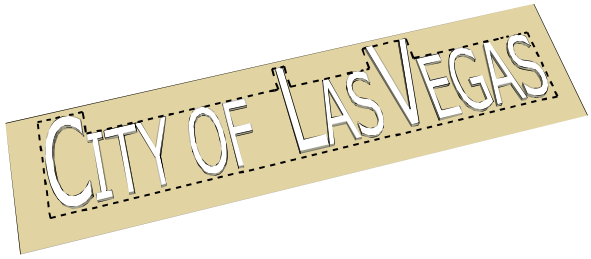
FIGURE 11 - SIGN AREA MEASUREMENT - CHANNEL LETTERS



THE SMALLEST CONTINUOUS PERIMETER THAT ENCOMPASSES THE ENTIRE COHERENT MESSAGE IS USED

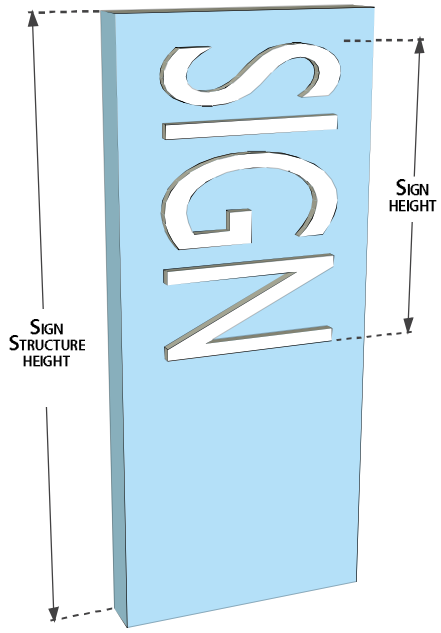


THE SMALLEST CONTINUOUS PERIMETER THAT ENCOMPASSES THE ENTIRE COHERENT MESSAGE IS USED, IN THIS CASE, THE PERIMETER IS ADJUSTED FOR THE SMALLER HEIGHT LETTERS



THE SMALLEST CONTINUOUS PERIMETER THAT ENCOMPASSES THE ENTIRE COHERENT MESSAGE IS USED, IN THIS CASE, THE WORDS MAKING UP THE MESSAGE ARE INTENTIONALLY SPREAD FAR APART

FIGURE 12 - SIGN HEIGHT MEASUREMENT



elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal building, whichever is lower.

4. Building Elevation, Determination, and Computation

a. In general, a building will have four elevations, one for each side. A building elevation shall include all vertical elements of the building facing in the same general direction, including articulations and offsets.

b. The area of the building elevation shall be the surface area of the elevation, measured from normal grade (see definition under "height computation") to the top of the wall, including windows, doors and other voids but not including the area of intervening portions of the elevation that face in another direction and that create offsets, articulations, entries or other architectural features.

c. The area of a building elevation shall not include any part of the roof or any part of the wall that deviates from a vertical, 90-degree angle to the plane surface of the lot, by more than 10 degrees.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Appendices

Appendices

Appendix A Parcel Map Application Checklist 547

Appendix B Tentative Map Application Checklist 549

Appendix C Final Map Application Checklist 553

Appendix D Monumentation Requirement 557

Appendix E Required Certificates 561


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Appendix A

Parcel Map Application Checklist

The following information/data shall be submitted with each parcel map application:

☐ A. One (1) copy of the County Assessor's map showing all area within six hundred sixty (660) feet of subject property and depicting all area therein owned by the applicant.

☐ B. One (1) copy of the recorded deed reflecting current ownership and description of property, or one (1) copy of any other document which shows such ownership to the satisfaction of the City Attorney.

C. Parcel Map Contents:

☐ 1. Certificate of ownership and easement dedication, dedicating easements, alleys, streets, highways or other public ways as shown on the map (per Appendix E);

☐ 2. Certificate of land surveyor, signed and sealed by the professional land surveyor who was responsible for the survey (per Appendix E);

☐ 3. All monuments found, set, reset, replaced or removed, describing kind, size and location and other data relating thereto;

☐ 4. Bearing or witness monuments, basis of bearings, bearing and length of lines and scale of map;

☐ 5. Name and legal description of tract in which survey is located and ties to adjoining tracts;

☐ 6. Existing easements granted or dedications made within one hundred fifty (150) feet of the parcel boundaries, if applicable;

☐ 7. Street names, location and width of existing and proposed rights of way to serve as access for the parcels, up to a minimum of one hundred fifty (150) feet from boundary of proposed division, and access streets connecting development to existing dedicated streets;

☐ 8. Where applicable, proposed street names and addresses for each lot, in accordance with the City's street addressing regulations;

☐ 9. Survey analysis sufficient to delineate boundary controlling monuments;

☐ 10. Identification of adjoining properties;

☐ 11. A legend, as necessary, which denotes the meaning of all symbols utilized and includes the date and north arrow;

☐ 12. Dimensions of property and parcels to be created, which shall be shown in acres, calculated to the nearest one hundredth (0.01) of an acre, if an area is two (2) acres or more, or in square feet if area is less than two (2) acres;

☐ 13. All proposed and existing structures and other physical features that have bearing on the proposed division, which shall be shown to scale and with setbacks clearly defined;

☐ 14. Certificate of approval by the Director of Planning and Development and the City Surveyor;

☐ 15. Impact Statement, if required; and

☐ 16. Location of all trails.

D. Supplemental Information

The following supplemental information may be required by the Department of Public Works prior to the approval of the parcel map. When required, it shall be submitted on separate drawings or sheets:

☐ A. All off site improvements proposed by the applicant that have a bearing on the proposed division; and

☐ B. Certification by a surveyor that the parcel map complies with NRS Chapter 278, if the City Surveyor has waived the requirement for a new survey and the map is prepared from a previously recorded survey.

Appendix B

Tentative Map Application Checklist

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

☐ 1. Name of the proposed subdivision.

☐ 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.

☐ 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.

☐ 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.

☐ 5. Identification of adjoining properties.

☐ 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.

☐ 7. Existing structures and other physical features.

☐ 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.

☐ 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.

☐ 10. Existing and proposed street names.

☐ 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.

☐ 12. Locations and widths of existing and proposed utility rights-of-way and easements.

☐ 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.

☐ 14. Existing and proposed storm drains.

☐ 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.

☐ 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.

☐ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

☐ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

☐ 19. If required, an Impact Statement in accordance with Section 18.08.090 and a Traffic Management Plan.

☐ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☐ 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning and Development. When required, it shall be submitted on separate drawings or sheets.

☐ 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

☐ 2. Development Impact Notice and Assessment (DINA) per Section 19A.18.O1O(E) of the Zoning Code.

☐ 3. Any proposed deviations from City standards.

☐ 4. A copy of the deed for the property, if required.

☐ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Table "A" contained in Chapter 18.08, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be superimposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in Table "A".

☐ 6. A compatible digital format copy of the tentative map.

☐ 7. If applicable, a letter indicating that an in lieu of park is proposed.


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Appendix C
Final Map Application Checklist

The following information/data shall be submitted with each final map application:

A. Final Map Contents

☐ 1. Name of proposed subdivision (which should include designation as a condominium, townhouse, residential planned development or commercial subdivision, if applicable).

☐ 2. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.

☐ 3. Identification of adjoining properties.

☐ 4. A survey analysis sufficient to delineate boundary controlling monuments.

☐ 5. Existing and proposed lot lines and dimensions, including the square footage of all proposed lots. Each lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.

☐ 6. Existing and proposed street right of way widths and corner radii.

☐ 7. A reproduction of the approved tentative map showing all proposed addresses for the tentative map.

☐ 8. A list, separate from the final map, of proposed addresses for every legal lot shown on the final map.

☐ 9. Locations and widths of existing and proposed utility rights of way and easements.

☐ 10. Locations and widths of existing and proposed irrigation or drainage ditch rights of way and easements.

☐ 11. All monuments found, set, reset, replaced or removed, describing kind, size and location and other data relating thereto.

☐ 12. Bearing or witness monuments, basis of bearings, bearing and length of lines and scale of map.

☐ 13. Name and legal description of tract in which survey is located and ties to adjoining tracts.

☐ 14. Areas of unobstructed vision at intersections, as described in Chapter 18.12.

☐ 15. Note on the map whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☐ 16. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Required Certifications

In addition to any other certifications required by State law, the following certifications shall appear on the title sheet of the final map. Copies of required certificate format are presented in Appendix E.

☐ 1. Certificate of ownership and easement dedication. All final maps shall contain a certificate of ownership and easement dedication, dedicating easements and rights of way for alleys, streets, highways or other public ways as shown on the map.

☐ 2. Certificate of land surveyor. All final maps shall be signed and sealed by the professional land surveyor who was responsible for the survey.

☐ 3. Certificate of City Engineer or City Surveyor. All final maps shall be certified by the City Engineer or City Surveyor stating that the final map is technically correct and complies with City standards.

☐ 4. Certificate of Clark County District Board of Health. All final maps shall be certified by the Clark County District Board of Health that they comply with all requirements relating to wastewater disposal, water pollution, water quality and water supply and that they are predicated upon plans for public/private potable water supply and community/individual wastewater system.

☐ 5. Certificate of Water Resources Division. All final maps shall be certified by the Division of Water Resources of the State Department of Conservation and Natural Resources as to their compliance with all water quantity requirements.

☐ 6. Certificate of Director of Planning and Development/Planning Commission approval. All final maps shall be certified by the Director as to compliance with the approved tentative map, all applicable regulations and all conditions imposed upon the final map. No final map shall be filed with the County Recorder until it has been certified by the Director that he or she (or the Planning Commission) has approved the final map and accepted all rights of way, easements or parcels for public dedication.

☐ 7. Certificate of easement recipients.

☐ 8. Certificate of acknowledgment.

C. Supplemental Requirements

The following supplemental information may be required by the Department of Public Works or the Department of Planning and Development. When required, it shall be submitted on separate drawings or sheets.

☐ 1. Evidence that a Drainage Plan and Technical Drainage Study has been submitted in proper form to the Department of Public Works or that said study is not required.

☐ 2. A copy of the deed attesting to the current ownership of the property.

☐ 3. A statement from the Title Company which complies with the requirements of NRS Chapters 278 and 116 listing the names of the current owners of record of the land and the holders or record of a security interest in the land and the written consent of each.

☐ 4. A copy of a sewer connection agreement verifying that downstream sewer capacity is available or that sewer capacity mitigation measures acceptable to the Department of Public Works will be provided.

D. Final Map Drawings

Following all required final revisions and before the Director signs the final map, the final map drawings shall be submitted at a scale of one (1) inch equals two hundred (200) feet or a digital format as specified by the Department of Planning and Development.


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Appendix D
Monumentation Requirements

A. General Requirements

A complete and accurate survey of the land to be divided, developed or improved, which is delineated by a parcel map, final map, improvements or other plans, shall be made by a Nevada Licensed Professional Land Surveyor in accordance with the standard practices and principals of land surveying. Where survey monuments are to be set, or are subject to disturbance and replacement, only a professional land surveyor, duly licensed by the State of Nevada shall be authorized to determine or establish the exact location for a survey monument and only such professional land surveyor shall be authorized to perpetuate and reference existing survey monuments located within the limits of public rights of way or private streets and easements.

B. Monuments

1. General

a) Monuments shall be set in conformance with the standard detail drawings and the applicable parcel or final maps recorded under authority of NRS Chapter 278, or those maps and plans approved and on file with the Department of Public Works. Such monuments shall be set within or directly adjacent to the project at:

(1) All street centerline intersections.

(2) All angle points of tangency and points of curvature in street centerlines.

(3) All intersections of street centerlines with survey boundaries.

(4) All section corners, quarter corners and sixteenth section corners. All the above established points which fall within the limits of public rights of way or private streets and easements shall be referenced to four (4) firmly established ties within a radius of twenty (20) feet to one hundred (100) feet. The angle from tie to tie shall be as near ninety degrees (90) as possible, radiating from the established intersection or control monument.

b) All monuments set within the limits of public rights of way or private streets and easements shall have a nonferrous metal cap securely attached to the top of the monument permanently marking the exact center. The professional land surveyor's registration or license number shall be stamped on the nonferrous metal cap, preceded by the letters: "P.L.S."

c) Monuments may be set after approval of the map or plan, but must be set prior to the final acceptance of the improvements. If the monuments are to be set after recordation of an applicable parcel map of final map or prior to the final acceptance of the improvements or other plans, a cash deposit or approved bond in an amount set by the Department of Public Works shall be filed guaranteeing such work.

d) All monuments shall conform to City standards. Prior approval of alternate survey monuments is recommended prior to a request for acceptance of final improvements. All alternate types of survey monuments must equal or surpass City standards regarding quality, durability and conformance with applicable laws or ordinances.

e) Where hard rock or other physical obstructions are encountered, monument length may vary within reasonable limits as long as length is sufficient to resist removal.

f) All monuments shall be set in such a manner that the accuracy of their relative positions is not less than the requirements of the "Standards of Practice for Professional Land Surveyors" as enumerated by Nevada Administrative Code (NAC), Sections 625.651 to 625.795, inclusive.

g) A reproducible original of a Survey Monumentation Plan, clearly identifying all monument locations, including reference monuments, shall be prepared and certified by a Nevada Professional Land Surveyor. This plan shall be submitted to the City Surveyor prior to the release of the improvement bond or prior to release or the final map if improvements are to be installed without bond, and shall certify that the monuments are of the character and occupy the positions shown.

(1) The following documents may constitute a Survey Monumentation Plan providing they are in accordance with the requirements of this Chapter, and are delivered as a formal document to the City Surveyor for approval.

a. Record of Survey in accordance with NRS 625.340;

b. Corner Record in accordance with NRS Chapter 329.

(2) The following certificate prepared and certified by a Professional Land Surveyor is required on all monumentation plans:

I, _____, a Licensed Professional Land Surveyor in the State of Nevada, do hereby certify that the monuments that have been set and the tie distances established as shown hereon. This survey was completed on _____.

2. Types of Monuments

a) Type I. This monument shall be installed as a section corner or section corner surface monument in a public right of way or private street or easement which is paved with Portland Cement Concrete or Asphaltic Concrete. For construction, see Standard Drawing No. 239.

b) Type II. This monument shall be installed as a surface monument at 1/16 section corners within a street or road section which is paved with Portland Cement Concrete or Asphalt Concrete. Type II monuments may also be used as subsurface section corner and ¼ section corner monuments in an unimproved street or road section where maintenance would preclude the use of surface monuments. For construction, see Standard Drawing No. 240.

c) Type III. This monument shall be installed at all other survey control points located in paved or unpaved streets, roads or other public or private rights of way shown on the parcel map or final map. Such locations may include: secondary street intersections, center of hammerhead turnarounds or circular cul de sac, points of curvature and/or tangency, points of intersection and points of reverse and/or compound curvature. For construction, see Standard Drawing No. 241.

d) Type IV. This monument is a reference monument to be placed in accordance with Standard Drawing No. 243 and with a tie to tie angle as near to 90 degrees as possible. For construction see Standard Drawing No. 242. If the monuments are to be set in a concrete curb, they must be placed in a tangent section of curb, approximately two (2) feet from the end of the return.

3. Nevada State Plan Coordinates

a) Where sufficient control exists within one half (½) mile of a site, Nevada State Plane Coordinates shall be established in accordance with NRS Chapter 327 for monuments located within the limits of public or private rights of way which are coincident with section corners, ¼ sections corners or 1/16 section corners, as a the case may be, and shown on the Monumentation Plan. The professional land surveyor shall consult with the City Surveyor with regard to the availability of sufficient survey controls.

b) In situations where street centerlines are obstructed by median islands, planting, streetlights or other structures, consideration should be given to placing clearly identified monuments on an offset line.

c) Monumentation at a Point of Intersection which falls within the limits of a public or private right of way will be preferred over setting monuments at a Point of Curvature or Point of Tangency, unless the Point of Intersection falls outside the paved area.

d) In places where the placement of monuments as outlined above is impossible or impractical, the City Surveyor may approve additional or alternate monument locations.

4. Monument Construction

The physical construction of monuments must be performed under the direct supervision of a Professional Land Surveyor. All requirements of City standards must be met. Poor workmanship or substandard materials will not be accepted.

Appendix E
Required Certificates

A. Certificate of ownership and easement dedication

1. The Certificate of Ownership and Easement Dedication shown on the final map shall be in substantially the following form, with necessary modifications consistent with project needs to be made by the owner or map applicant:

(I/We), _____, do hereby certify that (I/we) am/are the owner(s) of the parcel of land which is shown upon the map of _____, and do hereby consent to the preparation and recordation of this map, and do hereby offer and dedicate all public streets, alleys, easements, rights of way and public places (exclude items not applicable) as indicated and outlined hereon, for the use of the public. No part of the parcels marked "Not a part of this subdivision" is offered for dedication.

Furthermore, (I/we) hereby grant and convey to Nevada Power Company and Sprint Corporation (jointly and severally), Southwest Gas Corporation, Las Vegas Valley Water District, Cox Communications Las Vegas, Inc., and _____ (any other utilities authorized to provide service) and to their respective successors and assigns: (i) a three foot wide easement on all side property lines, exclusive of easements for drainage, sewer, trails, and all other public use easements; (ii) a three foot wide easement from property line to meter panel to provide access for underground service; (iii) a five-foot wide easement on all property lines that abut public and private streets, exclusive of easements for drainage, sewer, trails, and all other public use easements, to include access to above ground transformer pads; and (iv) a two foot wide easement around each transformer pad within the platted lands for the construction, maintenance, operation and final removal of street lights, fire hydrants, underground power, telephone, gas, water and cable television lines and appurtenances, together with the right of ingress thereto and egress therefrom.

Provided, however, that no above ground utility vaults that would substantially interfere with the intended use of the trail corridor shall be allowed within any easements, corridors, or common lots designated as public multi use trail easement areas, and no such easement rights shall be granted to the above listed utility companies, nor any other parties, in conflict with this statement.

Further, the undersigned owner hereby grants and conveys to the City of Las Vegas and to its successors and assigns a five foot wide easement adjacent to all property lines where lots or common areas abut public streets for purposes of placing public fire hydrants and public streetlights and an additional easement of up to two feet in radius from each fire hydrant and streetlight, to extend beyond the five foot easement if necessary, together with the right of ingress to and egress from these easements. (If private roadways are utilized, this paragraph should be modified to refer to easements adjacent to "private" streets and refer to "public fire hydrants" only.)

Dated this _____ day of 20____.

2. For commercial subdivision, planned unit developments and condominium developments, the dedication of utility type easements shall be in substantially the following form:

Furthermore, (I/we) hereby grant and convey to Nevada Power Company and Sprint Corporation (jointly and severally), Southwest Gas Corporation, Las Vegas Valley Water District, Cox Communications Las Vegas, Inc. and _____ (any other utilities authorized to provide service) and to their respective successors and assigns: (i) a three foot wide easement on all side property lines, exclusive of easements for drainage, sewer, trails, and all other public use easements; (ii) a three foot wide easement from property line to meter panel to provide access for underground service; (iii) a five-foot wide easement on all property lines that abut public and private streets, exclusive of easements for drainage, sewer, trails, and all other public use easements, to include access to above ground transformer pads; and (iv) a two foot wide easement around each transformer pad within the platted lands for the construction, maintenance, operation and final removal of street lights, fire hydrants, underground power, telephone, gas, water and cable television lines and appurtenances, together with the right of ingress thereto and egress therefrom.

Provided, however, that no above ground utility vaults that would substantially interfere with the intended use of the trail corridor shall be allowed within any easements, corridors, or common lots designated as public multi use trail easement areas, and no such easement rights shall be granted to the above listed utility companies, nor any other parties, in conflict with this statement.

Further, the undersigned owner hereby grants and conveys to the City of Las Vegas and to its successors and assigns a five foot wide easement adjacent to all property lines where lots or common areas abut public streets for purposes of placing public fire hydrants and public streetlights and an additional easement of up to two feet in radius from each fire hydrant and streetlight, to extend beyond the five foot easement if necessary, together with the right of ingress to and egress from these easements. (If private roadways are utilized, this paragraph should be modified to refer to easements adjacent to "private" streets and refer to "public fire hydrants" only.)

Further, the undersigned owner hereby grants and conveys to the City of Las Vegas and to its successors and assigns a permanent easement within the area shown hereon as private streets, common areas and all areas not occupied by any building for the construction, maintenance, operation and final removal of public street lights, if any, and public fire hydrants, together with the right of ingress to and egress therefrom.

B. Surveyor's Certificate

I, _____(name of surveyor)___, a Professional Land Surveyor licensed in the State of Nevada, certify that:

1. This plat represents the results of a survey conducted under my direct supervision at the instance of (owner).

2. The lands surveyed lie within (Section, Township, Range, Meridian and, if required by the City Surveyor, a description by metes and bounds for any subdivision which is divided into lots containing 5 acres in area or less), and the survey was completed on _____.

3. This plat complies with the applicable state statutes and any local ordinances in effect on the date that the local government gave its final approval.

4. The monuments depicted on the plat are of the character shown, occupy the positions indicated and are of sufficient number and durability.

(Or)

4a. The monuments depicted on the plat will be of the character shown and occupy the positions indicated by (a day certain) and an appropriate financial guarantee will be posted with the City before recordation to assure the installation of the monuments.

_____ _____

Name of Surveyor | License/Registration No. and Seal

C. Certificate of City Surveyor (or City Engineer)

I, (name), City Surveyor (or City Engineer) of the City of Las Vegas, do hereby certify that I have examined the Final Subdivision map of (name of subdivision) _____ and am satisfied that the map is technically correct.

(If monuments have not been set, the certificate must include the following statement:)

Monuments have not been set, but a proper performance bond has been deposited to guarantee their setting on or before (a day certain).

_____ _____

City Surveyor (or City Engineer, PE) | Date

D. Certificate of District Board of Health

This final map is approved by the Clark County District Board of Health. This approval concerns sewage disposal, water pollution, water quality and water supply facilities and is predicated upon plans for a public water supply and a community system for the disposal of sewage.

_____ _____

Date

_____

Clark County District Board of Health

(Print name under signature)

E. Certificate of District Board of Health

This final map is approved by the Division of Water Resources of the Department of Conservation and Natural Resources concerning water quantity, subject to the review of approval on file in this office.

_____ _____

Date

_____

Division of Water Resources

(Print name under signature)

F. Certificate of Director of Planning and Development/Planning Commission

I certify that this final map substantially complies with the tentative map and any approved alterations thereto; that the map complies with applicable statutory and ordinance provisions; that all conditions imposed upon the final map have been met; and that the map was approved and the parcels herein were accepted for dedication by the Director of Planning and Development (or by the Planning Commission of the City of Las Vegas) on the _____ day of _____,20____.

_____ _____

Date

_____

Director of Planning and Development/

Secretary of Planning Commission

(Print name under signature)

G. Certificate of Easement Recipients

We, the herein named easement recipients, approve the grant of the designated easements:

Southwest Gas Corporation

_____ _____
Date

_____
(Print name under signature)

Nevada Power Company

_____ _____
Date

_____
(Print name under signature)

Sprint Corporation

_____ _____
Date

_____
(Print name under signature)

Cox Communications Las Vegas, Inc.

_____ _____
Date

_____
(Print name under signature)

Las Vegas Valley Water District

_____ _____
Date

_____
(Print name under signature)

City of Las Vegas, City Engineer

_____ _____

Date

_____

(Print name under signature)

(Additional Authorized Utility, if any)

_____ _____

Date

_____

(Print name under signature)

H. Certificate of Acknowledgment

1. The following certificate is sufficient for an acknowledgment in an individual capacity:

ACKNOWLEDGMENT

State of Nevada
County of Clark

This instrument was acknowledged before me on _____(date)_____
by _____name(s) of person(s)_____.

_____

(Signature of notarial officer)
(Seal, if any)

_____

(Title and rank)
(My commission expires: _____)

2. The following certificate is sufficient for an acknowledgment in a representative capacity:

ACKNOWLEDGMENT

State of Nevada
County of Clark

This instrument was acknowledged before me on _____(date)_____
by _____names(s) of person(s)_____
as _____(type of authority, e.g., officer, trustee, etc.)_____
of _____(name of party on behalf of whom instrument was executed)_____.

_____
(Signature of notarial officer)
(Seal, if any)

_____
(Title and rank)
(My commission expires: _____)

NOTE: An appropriate Certificate for Attorney-in-Fact may be substituted for the Certificate of Acknowledgement if deemed equivalent by the Director of Public Works.


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AIA las vegas
a chapter of the American Institute of Architects

October 11, 2010

City of Las Vegas
Planning & Development
Development Services Center
731 S. Fourth Street
Las Vegas, NV 89101
Attn: Ms. Courtney Mooney, AICP
Urban Design Coordinator, Historic Preservation Officer

Dear Ms. Mooney,

On behalf of the Las Vegas Chapter of the American Institute of Architects, representing approximately 85% of licensed architects practicing in the Las Vegas Valley, we are pleased to add our endorsement to the City's Title 19 Unified Development Code revisions and consolidations for chapters 19.00, 19.12, 19.14 and 19.18. Our support for these chapters is based on:

- The City's movement toward more sustainable community development.
- The City's acceptance of the ideals envisioned by the "AIA 150 Blueprint for America," conceived to inspire communities to come together around architecture, to share ideas for creating and sustaining livable communities. The Blueprint's 10 principles of livable communities: 1) Design on a human scope; 2) Provide choices; 3) Encourage mixed-use development; 4) Preserve urban centers; 5) Vary transportation options; 6) Build vibrant public spaces; 7) Create a neighborhood identity; 8) Protect environmental resources; 9) Conserve landscapes; and 10) "Design matters."
- The City's agreement in the near future to seek specific efficiencies relevant to automobile parking, with the goal of achieving significant reductions in parking ratios for many projects and uses. Such reductions offer myriad community advantages including aesthetic, practical, environmental, sustainability, and economic benefits. These measures will also place the City at the forefront of responsible community design, while potentially presenting a meaningful competitive advantage when compared with other jurisdictions.
- The City's goal within the near future of creating new guidelines for adaptive reuse and infill projects, certain to take a more central role during any meaningful economic recovery. These guidelines will signal a new direction for the valley by encouraging and rewarding responsible use, adaptation and re-tasking of existing buildings, previously thought to beyond their useful lives.
- The City's commitment to regard the subject revisions as living documents, subject to frequent and continuous improvement and modification, with the ultimate goal of creating and supporting more livable communities.

We look forward to working together on future chapter revisions and appreciate the opportunity to comment on these meaningful issues.

Sincerely,

Jim Stroh, AIA, NCARB
Chairman, AIA Las Vegas Codes Committee

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401 South 4th Street, Suite 175, Las Vegas, Nevada 89101
www.aialasvegas.org T 702.895.0936 F 702.895.4417

REGIONAL TRANSPORTATION COMMISSION
RTC
OF SOUTHERN NEVADA
600 S. Grand Central Parkway, Suite 350 • Las Vegas, Nevada 89106-4512 • 702-676-1500 • Fax: 702-676-1518

Jacob L. Snow,
General Manager

July 7, 2010

Margo Wheeler, AICP
Director
Planning & Development
731 South Fourth Street
Las Vegas, Nevada 89101

DEVELOPMENT CODE UPDATE

Dear Ms. Wheeler:

We are pleased to offer our support of the revisions to your Zoning and Subdivision Codes that include development of a Unified Development Code, in particular Chapters 19.02: Subdivision Design, Construction and Improvement Requirements; 19.04: Complete Streets Standards; and 19.08: Commercial and Industrial Districts – Purpose and Development and Design Standards. Having served on the Customer Feedback group, we appreciate the opportunity to have worked with staff and community representatives and are very supportive of the proposed revisions.

Should you have any questions, please contact Polly Carolin, FAICP, at (702) 676-1721 or carolinp@rtcsnv.com.

Sincerely,

Martyn James
Director of Planning Services

cc: Courtney Mooney

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Courtney Mooney

From: Sandie Taylor [sandie@snhba.com]
Sent: Thursday, November 11, 2010 3:18 PM
To: Margo Wheeler
Cc: Joe Pantuso
Subject: Comments on Changes to Title 19

Follow Up Flag: Follow up
Flag Status: Flagged

Southern Nevada Home Builders Association

Margo Wheeler
Planning Director
City of Las Vegas
Las Vegas, NV

Dear Margo:

The Southern Nevada Home Builders Association has participated with city staff representatives from the Planning and Public Works Departments for several months in a review of the proposed changes to Title 19. It has been a positive experience and I want to particularly thank Courtney Mooney, Robert Summerfield and Bart Anderson for their dedication to the process and high level of professionalism in working with the home building community representatives in reviewing many of the complex aspects in the code.

The home building industry in Southern Nevada is committed to adhering to sound planning principals for in the end doing such will benefit not only home buyers, but the community at large. There are outstanding examples of developments in the Las Vegas Valley that reflect a close level of cooperation between planners and home builders.

Let me begin by stating that the web-based interactive nature of the new code will be of great assistance to our builders and their consultants. The detailed linking that is provided throughout the document is a great technological tool that will benefit your customers and staff.

During the course of our review process, we have brought to the attention of staff aspects of the code that are of concern to the home building industry. The first of those was the initial high level of connectivity for new developments at an index of 1.5. We noted that by adopting such a level would all but eliminate the possibility of desired the cul-de-sac configurations in developments. We are pleased that the city recognized that such a high level of connectivity will result in the reduction of various amenities new home buyers seek. By agreeing to reduce the connectivity index to 1.3, staff displayed a willingness to work with developers. An index level of 1.3 provides for more connection within and between developments than currently exists, yet allows some of the desired features of a community such as the selective use of cul-de sacs and improved safety to residents.

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To achieve this lower level of connectivity it was agreed that pedestrian connections may be counted toward achieving the level stated level.

We worked with staff to come to some level of agreement on the matter of reductions in asphalt pavement for 47' streets. Additionally, we appreciate the city's effort to off set the costs of landscaping and additional paving at the periphery of developments in an amenity zone by reducing the Open Space requirements within a development. Nevertheless, this tradeoff in terms of equalizing costs may work for only some projects.

The portion of the code that still remains very troublesome for the building community is the policy which requires a ridged plan of minor collector streets at 1,320' intervals. This requirement could directly affect the economic feasibility of a project. Even with adjustment in levels of connectivity and the other adjustments that have been made in the code to date, this requirement would still be very burdensome from a cost perspective.

While many new concepts may be desirable for the city's agencies, it is the home buying public we must please. The home buying public is highly desirous of cul-de-sacs, less intersections, controlled traffic; a separation of land uses and in many cases privacy for their communities.

The SNHBA will support the adoption of this code if there are changes made in the section dealing with the Complete Street Policy--specifically the requirement for 60' minor collector streets at ¼ mile intervals. SNHBA stands ready to discuss further this aspect of the code that remains troublesome and welcomes the opportunity to continue to work with City staff.

Irene Porter

Irene Porter
Executive Director
SNHBA

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City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-8 – Amends the zoning provisions governing the computation of time to treat days that the City's offices are officially closed to the public the same as Saturdays, Sundays and holidays. (TXT-40266) Proposed by: Flinn Fagg, Acting Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
Current zoning regulations that govern the computation of time within which certain acts must be performed exclude from consideration Saturdays, Sundays and holidays. This bill will add to that list any day that the City's principal administrative offices are officially closed to the public. The primary intent is to adjust to the fact that the City's principal offices are closed on Fridays.

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. 2011-8

BILL NO. 2011-8

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING PROVISIONS GOVERNING THE COMPUTATION OF TIME TO TREAT DAYS THAT THE CITY'S OFFICES ARE OFFICIALLY CLOSED TO THE PUBLIC THE SAME AS SATURDAYS, SUNDAYS AND HOLIDAYS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Acting Director of Planning and Development

Summary: Amends the zoning provisions governing the computation of time to treat days that the City's offices are officially closed to the public the same as Saturdays, Sundays and holidays.

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

SECTION 1: Title 19, Chapter 00, Section 60, Subsection (D), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(D) Computation of Time. The time within which an act is to be performed shall be computed by excluding the first day and including the last day. If the last day is a Saturday, Sunday, [or] legal holiday, or other day on which the City's principal administrative offices are officially closed to the public, that day shall be excluded. The following time-related words shall have the meanings ascribed below:

"Day" means a calendar day unless otherwise stated.

"Week" means seven calendar days.

"Month" means one calendar month.

"Year" means a calendar year, unless a fiscal year is indicated.

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.00.060 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: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-2-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-9 – Adds a number of specific licensing categories to the City's business licensing regulations. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will add a number of specific licensing categories to the City's business licensing regulations, namely, corporate administrative office space, fulfillment center, affiliate company software developer, sales-related call center, and internet retailer. The new categories reflect the City's desire to attract and retain these types of businesses.

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. 2011-9
2. Business Impact Statement

BILL NO. 2011-9

ORDINANCE NO. _____

AN ORDINANCE TO ADD A NUMBER OF SPECIFIC LICENSING CATEGORIES TO THE CITY'S BUSINESS LICENSING REGULATIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Adds a number of specific licensing categories to the City's business licensing regulations.

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

SECTION 1: Title 6, Chapter 4, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.040: Businesses or business locations within the following licensing categories shall pay a one hundred dollars annual business license fee, as set forth below:

Administrative office space, which is an office location in which specific administrative functions of a business are conducted apart from the primary business location.

Corporate administrative office space, which is an office location in which centralized administrative functions are conducted on behalf of affiliated business entities, whether the business operations of those entities are conducted at that location or elsewhere.

Lawn and landscape maintenance, which is any business that provides lawn or landscape maintenance but is not required to have a State contractor's license.

Motor transportation service, which is any person who provides passenger transportation service for hire, excluding a taxi service. An applicant for this license must furnish a certificate of public convenience and necessity from the Transportation Services Authority in accordance with NRS Chapter 706, or evidence of exemption from the certificate requirement. The fee amount shall be charged for each vehicle operated as part of the business, except that any vehicle which is devoted exclusively to public transportation as designated by a local government within Clark County is exempt from the license fee requirement.

Public bus service, which is any person who operates a privately owned bus service for the purpose of transporting members of the general public from place to place within the City. The fee

amount shall be charged for each bus used in the transportation service. Before a license application may be approved by the City Council, the applicant must file with the City Clerk a map designating the proposed service routes, and must meet all Transportation Service Authority requirements.

Sightseeing bus or limousine service, which is any person who operates a transportation service utilizing buses or limousines to transport passengers for hire, but which is not operated over fixed routes or between pre-established points. The fee amount shall be charged for each vehicle used in the transportation service. An applicant for this license must furnish a certificate of public convenience and necessity from the Transportation Services Authority, as obtained in accordance with NRS Chapter 706.

Skating rink, which is any business that offers to the public for a fee the use of any facility, regardless of surface type, for the purpose of skating. The term "skating" includes roller skating, ice skating or any other type or form of skating or skateboarding.

Travel and ticket agency, which is any person in the business of purchasing and reserving hotel accommodations, transportation, show tickets, entertainment or other vacation incidentals for tourists or other persons. The category does not include any person who furnishes reservations or tickets exclusively for services in an establishment owned by that person.

Truck rental agency, which is any business that offers trucks for rent. The fee amount shall be charged for each truck available for rental.

SECTION 2: Title 6, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.060: Businesses within the following licensing categories shall pay a two hundred dollars annual business license fee, as set forth below:

Adult day care facility, which is an establishment operated and maintained to provide care, for not more than twelve hours at a time, on a temporary or permanent basis for aged or infirm persons.

Advertising or marketing service, which is any business engaged in the act of designing, producing and disseminating information to the general public, including public relations activities on behalf of persons or businesses.

Auto broker, which is any person who, for a fee or any other consideration, offers to provide to another person the service of arranging, negotiating or assisting in the purchase of a new or used vehicle which has not been registered by the broker.

Automobile leasing, which is any business that leases automobiles or any other kind of motor vehicle that is required to be licensed by the Department of Motor Vehicles and Public Safety.

Babysitting service, which is any business whose employees are sent to a home or lodging establishment to care for one or more children who reside there. Each principal of the business and each employee that provides care must obtain a work card pursuant to LVMC Chapter 6.86 and a health card pursuant to regulations of the Health District.

Bail agent or bail enforcement agent, which is any person who is authorized, employed or contracted by a surety or bail agent to do any of the following:

(A) Solicit bail transactions;

(B) Execute or countersign undertakings of bail;

(C) Pledge currency, money orders or cashier's checks as security for a bail bond in connection with judicial proceedings and receive or be promised money or other things of value therefor;

(D) Enforce the terms and conditions of a defendant's release from custody on bail in a criminal proceeding; or

(E) Locate, apprehend, or surrender a defendant to custody. Each bail agent and bail enforcement agent is required to have an appropriate State license issued in accordance with NRS Chapter 697 before doing business in the City.

Body piercing, which is any business that pierces the skin for the purpose of inserting rings, loops, studs or other implements, or which engages in the sale of those items for use in connection with body piercing.

Environmental analysis, which is any business that tests or analyzes the quality or content of soil, water, atmosphere, or other elements related to the environment.

Health and fitness club, which is any business that is open to the general public and that provides the use of equipment or facilities for the maintenance or development of physical fitness or

the control of weight.

Insurance adjuster, which is any person who is licensed or required to be licensed as an adjuster under NRS Chapter 684A and who receives compensation for acting as an adjuster, whether acting as an owner, officer, associate, member or employee of a business.

Insurance agency, which is any business whose agents, brokers, or adjusters transact insurance subject to the regulations of NRS 679A. The license fee for this category includes the first agent, broker or adjuster who otherwise would be required to be pay a license fee under this Section as a sales or service agent or representative.

Managed health care organization, which is any person who provides, arranges, pays for, or reimburses for the provision of any element of health care services and who controls the amounts to be paid to health care providers by a managed care program.

Management or consulting service, which is any person or firm that conducts budgeting, management counseling, consulting service or promoting for another.

Merchandise broker, which is any person who acts as an agent for others in negotiating contracts, purchases, the sale of goods, wares or services and who does not take physical possession of the merchandise.

Photography business, which is any business that takes photographs for eventual sale to a client or customer of the business.

Remote motor vehicle rental, which is an automobile ticket rental agency or transportation rental agency location with no vehicles on site.

Residential home care provider, which is any person who provides or contracts to provide medical supervision, general care, nursing or housekeeping services to the sick, injured or dependent within a home setting, whether on a temporary or permanent basis.

Sales or service agent or representative, which is any person who sells, solicits, negotiates, offers or performs on behalf of another person the transaction of any instrument or finance related service, including but not limited to insurance, financial or investment advice, securities or similar activities, whether the instrument or service is in possession of the agent or representative and whether the agent or representative is an employee or under contract to perform these activities.

Wire service, which is any person who engages in the business of transmitting or receiving funds by means of a communication system in which the transmission and reception stations are directly connected by one or more telephones or computers.

Youth employment organization, which is any for-profit or nonprofit organization whose primary purpose is to hire minors to sell a product or service, either door-to-door or at a fixed location. Principals of an organization must obtain a work card pursuant to LVMC Chapter 6.86. Each organization must comply with State Labor Commission regulations and must first obtain the written consent of the parent or legal guardian of each minor before they are hired.

SECTION 3: Title 6, Chapter 4, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the new sections, designated respectively as Section 153, 155 and 157, reading as follows:

6.04.153: Subject to the provisions of Subsections (D) and (E) of LVMC 6.02.150, businesses within the following licensing category shall pay a three thousand dollars annual business license fee, as set forth below:

Fulfillment center, which is a business whose services include without limitation the fulfillment of orders placed directly by a customer or by an affiliate company, whether such orders are placed by means of mail, fax, email, telephone or an internet transaction. The license fee for this category includes all sales-related activities.

6.04.155: Subject to the provisions of Subsections (D) and (E) of LVMC 6.02.150, businesses within the following licensing categories shall pay a four thousand dollars annual business license fee, as set forth below:

Affiliate company software developer, which is a business that provides information technology services and/or a technology platform for its corporate affiliates, including without limitation (1) the development of websites, applications, e-commerce, digital assets, and 2) domain name management.

Sales-related call center, which is a business that is designed, equipped and used to:

(A) Handle a large volume of telephone calls pertaining to orders for goods that are placed by telephone or through an Internet website; and

(B) Forward such orders directly to a merchant or fulfillment center to complete such transactions.

If a call center has more than one business location in the City, an additional fee shall be charged for each such location. If a call center operates on behalf of more than one trade name, an additional fee shall be charged for each additional trade name on whose behalf the call center operates. The license fee for this category includes all sales-related activities.

6.04.157: Subject to the provisions of Subsections (D) and (E) of LVMC 6.02.150, businesses within the following licensing category shall pay a five thousand dollars annual business license fee, as set forth below:

Internet retailer, which is any business that sells tangible personal property, digital goods or services primarily over the Internet, and has no walk-in retail sales or services. The license fee for this category includes all sales- and service-related activities.

SECTION 4: Title 6, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.010: Unless the context otherwise requires, the scope of all words in this Title shall be liberally construed in order to effectuate the purposes of this Title. In particular, the following words shall have the meaning ascribed to them as follows:

"Applicant" means any person who has applied for a City business license, approval of suitability, work card or any permit.

"Business" means any business, commercial enterprise, trade, occupation, calling, profession, vocation or activity engaged in, conducted, carried on, advertised or marketed, by any person, his agent or employee for the purpose of gain, benefit or advantage, either direct or indirect.

"Department" means the Department of [Finance and Business Services.] Planning.

"Director" means the Director of the Department of [Finance and Business Services] Planning and those persons authorized [by him to act in his] to act in the Director's behalf.

"Employee" means any person who performs services for another for hire, salary, wages or any other kind of compensation, whether or not the services are casual, temporary or permanent, and whether or not the contract of service is express or implied, oral or written.

"Establishment" means any business conducted in or upon any premises, and includes any buildings, improvements, equipment and facilities used or maintained in connection with such business.

"Gross sales/gross revenues," as used in connection with the determination of license taxes, means the total amount of the sale price of all goods sold, the total amount charged or received for the performance of any act, service or employment, of whatever nature it may be, whether or not such service, act or employment is performed as part of or in connection with the sale of goods, wares or merchandise for which a charge is made or credit allowed, including all receipts, cash, credits or property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property sold, cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever.

(A) The term gross sales/gross revenue shall not include:

(1) Cash discounts which are allowed or taken on sales/revenue;

(2) Over-allowance on trade-ins of used merchandise, cars or goods which are received in trade for the purchase of new merchandise, cars or goods. For purposes of this definition, "over-allowance" means the amount which is allowed on any trade-in which is in excess of the actual sale price of the trade-in by the dealer, whether that sale is wholesale, retail or at auction. In order for a dealer of new merchandise, cars or goods to substantiate deductions for over-allowances, a separate general ledger account must be maintained which accumulates the total over-allowances. This account must be supported by a cash receipt journal or similar journal which summarizes the daily transactions. Each daily entry must be supported by the original contract which clearly substantiates the difference between the actual sales price and the allowance which is given to the customer on the trade-in;

(3) Inventory transfers between dealers of new merchandise, cars or goods and their wholly owned leasing companies, wherein no profit is involved. In order for a dealer of new merchandise, cars or goods to substantiate deductions for inventory transfers, a separate account must

be maintained in the general ledger for all merchandise, cars or goods which are transferred to its wholly owned leasing company. These transactions must be traceable to a cash receipt journal or similar journal which summarizes daily transactions. Each daily entry must be supported by paperwork which legally transfers the new merchandise, car or goods to the leasing company; [and]

(4) Any tax on fuel or retail sales that is collected by the seller[.] ; and

(5) Any charge between a purchaser and seller where, at the time a license fee is due, the purchaser and seller are related entities as defined in Section 267 of the Internal Revenue Code.

"Health District" means the Southern Nevada Health District.

"License" means permission granted by the licensing authority to engage in the business for which the license is issued.

"Licensee" means any person to whom a valid license has been issued pursuant to this Title.

"License fee" or "license tax" means any money required by law to be paid to obtain, renew or maintain a license.

"Metro" means the Las Vegas Metropolitan Police Department.

"Person" includes any association, corporation, firm, partnership, trust or other form of business or social association or organization, as well as a natural person and the estate of a natural person.

"Personal representative" means any person authorized to act on behalf of the estate of a natural person.

"Premises" means land together with all buildings, appurtenances, improvements, parking areas and personal property located thereon.

"Principal" means:

(A) Any person who is an officer, director, trustee, personal representative or general partner or who has an ownership interest in or voting control of the business equal to or greater than ten percent of the entire ownership of voting control of such business. If the ownership interest or voting control is held by a person other than an individual, then each officer, director, trustee, personal representative or general partner of such person is a principal;

(B) Any person who is or will be directly engaged in the administration or supervision of the business; and

(C) Any other person if, in the Director's opinion, the person exercises, or is capable of exercising, significant influence over the business.

"Professional" means a person who:

(A) Holds a license, certificate, registration, permit or similar type of authorization issued by a State regulatory body as defined in NRS 622.060, or who is regulated pursuant to the Nevada Supreme Court Rules; and

(B) Practices his or her profession for any type of compensation as an employee. The term "employee" for the purposes of this definition includes an owner, sole proprietor, member, partner or associate of a professional business.

"Professional business" means a business which:

(A) Holds itself out as offering services regarding one or more of the professions regulated by a State regulatory body as defined in NRS 622.060 or by Nevada Supreme Court Rules; and

(B) Employs one or more professionals to provide such services.

"Valid unexpired license" means a license that has not been suspended or revoked before its expiration date.

SECTION 5: Title 6, Chapter 2, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.150: (A) Separate licenses or permits must be obtained for each branch establishment or separate place of business, whether the activity is intended to be permanent or temporary.

(B) Except as otherwise provided in this Section or with respect to a specific license category established under this Title:

(1) A license must be obtained for every class and type of business in this Code specified, even though several classes or types of business may be operated by the same person and at the same place of business[.]; and

(2) The license fee applicable to each type or class must be paid, whether

the fee is based on gross sales pursuant to LVMC 6.04.005 or is a semiannual or annual fixed license fee established elsewhere in this Code.

(C) A person conducting several classes or types of businesses, each of which is required by LVMC 6.04.005 to pay a license fee on the basis of gross sales, at the same location and under the same business name, shall, unless otherwise directed by the Director, apply for and obtain only one license.

(D) A person who falls within a license category described in Subsection (E) shall be subject to the gross sales license fee described in LVMC 6.04.005 unless, for one or more future licensing periods, the person elects to pay the fixed annual license fee established in the applicable Code section described in Subsection (E). As deemed appropriate, the Director shall establish deadlines, procedures and other requirements for making the election described in this Subsection.

(E) The following license categories are subject to the election provisions of Subsection (D):

(1) Corporate administrative office space, as described in LVMC 6.04.040.

(2) Fulfillment center, as described in LVMC 6.04.153.

(3) Affiliate company software developer or sales-related call center, as described in LVMC 6.04.155.

(4) Internet retailer, as described in LVMC 6.04.157.

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

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is

required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-8-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2011-9
(Adds a number of specific licensing categories to the City's business licensing regulations)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-9, that would add a number of specific licensing categories to the City's business licensing regulations.

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:

Availability of additional licensing categories

Direct effects:

Availability of additional licensing categories

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. The fee categories created are fixed fees rather than the gross-sales type of fee that otherwise would apply

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. See #5 above

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: February 8, 2011

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-10 – Adopts the 2009 Edition of the International Building Code, together with amendments thereto. 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 adopt the 2009 Edition of the International Building Code, together with amendments thereto. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

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. 2011-10
2. Southern Nevada Amendments to the 2009 International Building Code
3. Business Impact Statement

BILL NO. 2011-10

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2009 EDITION OF THE INTERNATIONAL BUILDING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2009 Edition of the International Building Code, together with amendments thereto.

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

SECTION 1: Title 16, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.04.010: A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and [a copy] copies of which shall be maintained on file in the Office of the City Clerk:

(A) The publication entitled ["International Building Code, 2006 Edition,"] "International Building Code, 2009 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.

(B) The document entitled ["Southern Nevada Amendments to the 2006 International Building Code,] "Southern Nevada Amendments to the 2009 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, [2006] 2009 Edition. This document is adopted as Part 2 of this Chapter.

(C) The publication entitled the "International Residential Code for One- and Two-Family Dwellings, 2006 Edition" (also known as the "International Residential Code, 2006 Edition"), as modified herein, including all chapters and Appendices, except as otherwise specified. This publication, as modified, is designated as Part 3 of this Chapter.

(D) The document entitled "Southern Nevada Amendments to the 2006 International Residential Code," which amends, by adding to and deleting from, certain sections of the International Residential Code, 2006 Edition. This document is adopted as Part 4 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2009 International Building Code" referred to in Section 1 of this Ordinance is hereby amended by adding thereto a new Section 421 and a new Subsection 421.1, to read as follows:

Section 421 Live/Work Units

421.1 Live/Work Units. In accordance with Title 19 of the Las Vegas Municipal Code, live/work units, as defined therein, are permitted in the Live/Work Overlay District. For purposes of addressing fire and life safety issues raised by that type of occupancy, live/work units are permitted in accordance with Title 19, subject to the following limitations:

a. The minimum floor area of a live/work unit shall be 750 square feet.

b. A maximum of 50 percent of the floor area of a live/work unit may be used or arranged for residential purposes such as sleeping, kitchen, bathroom and closet area.

c. No interior wall separating the living portion from the work portion of a unit is required if automatic fire alarm systems are installed throughout the building.

d. Each live/work unit shall be separated from other live/work units or other uses in the building by a two-hour rated fire wall.

e. Access to live/work units shall be provided only from common access areas (halls or corridors) and shall not be from other live/work units or other uses in the building.

f. Each live/work unit shall be fully sprinklered. Units of less than 1500 square feet may use an NFPA 13R system. Units 1500 square feet or larger require a full NFPA 13 system.

g. An emergency mode of egress directly to the outside (other than through the work portion) shall be provided from the sleeping portion of the live/work unit.

h. Live/work units shall not be used for storage of flammable liquids or hazardous materials, welding or any open flame work.

i. Gas appliances, including gas stoves and water heaters shall be separated from the sleeping areas per applicable codes.

SECTION 3: The document entitled "Southern Nevada Amendments to the 2009 International Building Code" referred to in Section 1 of this Ordinance, is attached hereto.

SECTION 4: The documents entitled "International Building Code, 2006 Edition"

and "Southern Nevada Amendments to the 2006 International Building Code," are hereby repealed.

SECTION 5: This Ordinance shall become effective on July 5, 2011.

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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
713 S. 4th Street
Las Vegas, NV 89101

Phone: 702-229-6257
Fax: 702-382-1731
Email:
chknight@lasvegasnevada.gov

MEMBERS

Chris Knight, Chair
City of Las Vegas

Greg Blackburn
City of North Las Vegas

Ron Nybo
City of Boulder City

Ron Lynn
Clark County

Kurt Sawyer
City of Mesquite

Brent Steed
Pahrump Regional
Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2009

INTERNATIONAL BUILDING CODE

Approved by SNBO
September 21, 2010

Chapter 1 Administration.

Delete Part 2 ("Administration and Enforcement"), including Sections 103 through 116 in their entirety, from Chapter 1.

Section 202 Definitions.

Revise Section 202, definition of "High-Rise Building", as follows:

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Revise Section 202 to include the following new definitions:

FIRE CODE OFFICIAL. The fire chief or other designated authority charged with the administration and enforcement of the *International Fire Code*, or a duly authorized representative.

INTERNATIONAL ELECTRICAL CODE. The Electrical Code as amended and adopted by the local jurisdiction.

INTERNATIONAL ENERGY CONSERVATION CODE. The Energy Conservation Code as amended and adopted by the local jurisdiction.

INTERNATIONAL EXISTING BUILDING CODE. The Existing Building Code as amended and adopted by the local jurisdiction.

INTERNATIONAL FIRE CODE. The Fire Code as amended and adopted by the local jurisdiction.

INTERNATIONAL FUEL GAS CODE. The Fuel Gas Code as amended and adopted by the local jurisdiction.

INTERNATIONAL MECHANICAL CODE. The Mechanical Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PLUMBING CODE. The Plumbing Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE. The Private Sewage Disposal Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PROPERTY MAINTENANCE CODE. The Property Maintenance Code as amended and adopted by the local jurisdiction.

INTERNATIONAL RESIDENTIAL CODE. The Residential Code as amended and adopted by the local jurisdiction.

INTERNATIONAL WILDLAND-URBAN INTERFACE CODE. The Wildland-Urban Interface Code as amended and adopted by the local jurisdiction.

Section 303.1 Assembly Group A.

Revise Section 303.1 Subsection A-2, as follows:

A-2 Assembly uses intended for food and/or drink consumption including, but not limited to:
Banquet halls
Night clubs
Restaurants
Taverns and bars
Casinos

Remainder of Section 303.1 to remain unchanged.

Section 308.3.1 Definitions.

Revise Sections 308.3.1, as follows:

308.3.1 Definitions. The following words and terms shall, for the purposes of this section and as used elsewhere in this code, have the meanings shown herein.

CHILD CARE FACILITIES. Facilities that provide care on a 24-hour basis to more than six children, 2½ years of age or less.

Other definitions remain unchanged.

Section 308.5 Group I-4, day care facilities.

Revise Section 308.5, as follows:

308.5 Group I-4, day care facilities. This group shall include buildings and structures occupied by persons of any age who receive custodial care for less than 24 hours by individuals other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. A facility such as the above with six or fewer persons shall be classified as a Group R-3 or shall comply with the *International Residential Code* in accordance with Section 101.2. Places of worship during religious functions are not included.

Section 308.5.1 remains unchanged.

Section 308.5.2 Child care facility.

Revise Section 308.5.2, as follows:

308.5.2 Child care facility. A facility that provides supervision and personal care on less than a 24-hour basis for more than six children 2½ years of age or less shall be classified as a Group I-4.

Exception: A child day care facility that provides care for more than six but no more than 100 children 2½ years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these child care rooms has an *exit* door directly to the exterior, shall be classified as Group E.

Section 310.1 Residential Group R.

Revise Section 310.1, as follows:

310.1 Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the *International Residential Code* in accordance with Section 101.2. Residential occupancies shall include the following:

R-1 Residential occupancies containing *sleeping unit*s where the occupants are primarily transient in nature, including:

Boarding houses (transient)
Hotels (transient)
Motels (transient)

Congregate living facilities (transient) with 10 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-2 Residential occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

Apartment houses
Boarding houses (non-transient)
Condominiums (non-transient)
Convents
Dormitories
Fraternities and sororities
Hotels (non-transient)
Live/work units
Monasteries
Motels (non-transient)
Vacation timeshare properties

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*.
Adult care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours.
Child care facilities that provide accommodations for six or fewer persons of any age for less than 24 hours.
Congregate living facilities with 16 or fewer persons.

Adult care and child care facilities that are within a single-family home are permitted to comply with the *International Residential Code*.

Remainder of Section 310.1 to remain unchanged.

Section 311.2 Moderate-hazard storage, Group S-1.

Revise Section 311.2, as follows:

311.2 Moderate-hazard storage, Group S-1. Buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

Aerosols, Levels 2 and 3
Aircraft hangar (storage and repair)
Bags; cloth, burlap and paper
Bamboos and rattan
Baskets
Belting: canvas and leather
Books and paper in rolls or packs
Boots and shoes
Buttons, including cloth covered, pearl or bone
Cardboard and cardboard boxes
Clothing, woolen wearing apparel
Cordage
Dry boat storage (indoor)
Furniture
Furs
Glues, mucilage, pastes and size
Grains
Horns and combs, other than celluloid
Leather
Linoleum
Lumber
Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.6)
Photo engravings
Resilient flooring
Self-Service Storage Facility
Silks
Soaps
Sugar
Tires, bulk storage of
Tobacco, cigars, cigarettes and snuff
Upholstery and mattresses
Wax candles

Section 402.5.1 Minimum width.

Revise Section 402.5.1, as follows:

402.5.1 Minimum width. The minimum width of the mall shall be 20 feet (6096 mm). The mall width shall be sufficient to accommodate the *occupant load* served. There shall be a minimum of 10 feet (3048 mm) clear exit width to a height of 8 feet (2438 mm) in front of, adjacent to, and parallel to the store front of a tenant space bordering the mall. Kiosks, vending machines, benches, display openings, food courts or other obstructions to *means of egress* travel shall not be permitted to be located within the minimum required clear exit width to a height of 8 feet.

Section 402.9 Automatic sprinkler system.

Revise Section 402.9, as follows:

[F] 402.9 Automatic sprinkler system. The *covered mall building* and buildings connected shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, which shall comply with the following:

1. The *automatic sprinkler system* shall be complete and operative throughout occupied space in the *covered mall building* prior to occupancy of any of the tenant spaces. Unoccupied tenant spaces shall be similarly protected unless provided with *approved* alternative protection.

2. Sprinkler protection for the mall shall be independent from that provided for tenant spaces or anchors. Where tenant spaces are supplied by the same system, they shall be independently controlled and the control valve shall be electrically supervised through the fire alarm system.

Exception: An *automatic sprinkler system* shall not be required in spaces or areas of:

1. *Open parking garages* constructed in accordance with Section 406.3.

2. *Open malls* as defined in Section 402.2.

Section 402.11 Kiosks.

Revise Section 402.11, as follows:

402.11 Kiosks. Kiosks and similar structures (temporary or permanent) shall meet the following requirements:

1. *Unchanged.*

2. Kiosks or similar structures located within the mall shall be provided with *approved* fire suppression and detection devices.

3. *Unchanged.*

4. *Unchanged.*

Section 403.1 Applicability.

Revise Section 403.1, as follows:

403.1 Applicability. High-rise buildings shall comply with Sections 403.2 through 403.6.

Exception: The provisions of Sections 403.2 through 403.6 shall not apply to the following buildings and structures:

1. Airport traffic control towers in accordance with Section 412.3.
2. Open parking garages in accordance with Section 406.3.
3. Special industrial occupancies in accordance with Section 503.1.1.

Section 403.3 Automatic sprinkler system.

Revise Section 403.3, as follows:

[F] 403.3 Automatic sprinkler system. Buildings and structures shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and a secondary water supply where required by Section 903.3.5.2.

Exception: An *automatic sprinkler system* shall not be required in *open parking garages* in accordance with Section 406.3.

Section 403.4 Emergency systems.

Revise Section 403.4, as follows:

403.4 Emergency systems. The detection, alarm and emergency systems of high-rise buildings shall comply with Sections 403.4.1 through 403.4.9.

Section 403.4.6 Smoke removal.

Revise Section 403.4.6, as follows:

403.4.6 Smoke removal. To facilitate smoke removal in post-fire salvage and overhaul operations, buildings and structures shall be equipped with natural or mechanical ventilation for removal of products of combustion in accordance with one of the following:

1. Easily identifiable, manually operable windows or panels shall be distributed around the perimeter of each floor at not more than 50-foot (15 240 mm) intervals. The area of operable windows or panels shall not be less than 40 square feet (3.7 m^2) per 50 linear feet (15 240 mm) of perimeter.

   Exceptions:

   1. In Group R-1 occupancies, each *sleeping unit* or suite having an *exterior wall* shall be permitted to be provided with 2 square feet (0.19 m^2) of venting area in lieu of the area specified in Item 1.

   2. Where permitted by the fire code official, windows of tempered glass shall be permitted to be fixed provided that no coating or film is applied and the glazing can be cleared by firefighters.

   3. Manually operable windows or panels are not required in Group R-1 and R-2 residential units provided the residential units comply with the passive requirements of Section 909 and all corridors between the residential units and the exit enclosures serving the residential units comply with Section 403.4.6, Item 3.

2. Mechanical air-handling equipment providing one exhaust air change every 15 minutes for the area involved. Return and exhaust air shall be moved directly to the outside without recirculation to other portions of the building. The volume of air shall be calculated based upon the volume of the space between the floor and the floor or roof structure above. The exhaust air quantity shall be as measured at the exhaust fan.

   Exception: Smoke removal is not required for normally unoccupied areas such as mechanical equipment rooms, electrical rooms, storage rooms that do not exceed 500 square feet in area, elevator equipment rooms, or similar areas as approved by the *building official*.

3. A smoke control system in accordance with Section 403.4.9 that provides a minimum of one exhaust air change every 15 minutes for the area involved upon manual activation of the smoke removal feature at the smoke control graphics panel. The volume of air shall be calculated based upon the volume of the space between the floor and the floor or roof structure above. The exhaust air quantity shall be as measured at the exhaust fan.

4. Any other *approved* design that will produce equivalent results where permitted by the Authority Having Jurisdiction.

403.4.6.1 Design requirements. Smoke removal systems shall be capable of manual activation and shall be designed in accordance with Sections 403.4.6.1.1 through 403.4.6.1.4.

403.4.6.1.1 Fans. Fans shall be selected for stable performance based on normal temperature. Calculations and manufacturer's fan curves shall be part of the documentation procedures. Fans shall be supported and restrained by noncombustible devices in accordance with the requirements of Chapter 16.

403.4.6.1.1.1 Fan belts. Belt-driven fans shall have 1.5 times the number of belts required for the design duty, with the minimum number of belts being two.

403.4.6.1.1.2 Fan motors. Motors driving fans shall not be operated beyond their nameplate horsepower (kilowatts), as determined from measurement of actual current draw, and shall have a minimum service factor of 1.15.

403.4.6.1.2 Ducts. Ducts shall be constructed and supported in accordance with the *International Mechanical Code*. Exhaust ducts shall be leak tested to 1.5 times the maximum design pressure in accordance with nationally accepted practices. Measured leakage shall not exceed 5 percent of design flow. Results of such testing shall be a part of the special inspections report in accordance with Section 403.4.6.3.3.

Exception: Leakage testing shall not be required where the exhaust ducts are contained completely within the smoke removal zone they serve.

403.4.6.1.3 Power. The smoke removal system shall be supplied with two sources of power. Primary power shall be from the normal building power systems. Secondary power shall be from an *approved* standby source complying with Chapter 27 of this code.

Exception: Secondary power for the smoke removal system is not required where normal power can be automatically restored from the fire command center following a normal power shunt.

403.4.6.1.3.1 Standby power source enclosure. The standby power source and its transfer switches shall be in a room separate from the normal power transformers and switch gears and ventilated directly to and from the exterior. The room shall be enclosed with not less than 1-hour *fire barriers* constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712, or both.

403.4.6.1.3.2 Power sources and power surges. Elements of the smoke removal system relying on volatile memories shall be supplied with uninterruptable power sources of sufficient duration to span a 15-minute primary power interruption. Elements of the smoke removal system susceptible to power surges shall be suitably protected by conditioners, suppressors or other *approved* means.

403.4.6.1.3.3 Secondary power supply. The secondary power supply shall be sized to accommodate the electrical requirements of the two largest adjacent smoke removal zones simultaneously.

403.4.6.1.4 Status indicators and controls. Status indicators and controls for the smoke removal system shall be provided on a graphic control panel in the fire command center. The graphic control panel shall be designed in accordance with the *International Fire Code* and shall provide status of smoke removal fans and controls for the smoke removal systems. The control panel for the smoke removal system shall be permitted to operate through the building HVAC management system or the fire alarm system. The control panel for the smoke removal system shall not be required to be listed as smoke control equipment.

403.4.6.2 Control diagrams. The *construction documents* shall provide sufficient information and detail to adequately describe the elements of the design necessary for the proper implementation of the smoke removal systems. The construction documents shall include smoke removal system control diagrams that show all devices in the system and identify their location and function. The smoke removal system drawings shall be permitted to be combined with smoke control system drawings, where applicable. Approved copies of the smoke removal system control diagrams shall be maintained current and kept on file with the Authority Having Jurisdiction and in the fire command center in an *approved* format and manner.

403.4.6.3 Special inspections for smoke removal. Smoke removal systems shall be tested by a special inspector.

Exception: Special inspections shall not be required where smoke removal is achieved by natural ventilation in accordance with Section 403.4.6, Item 1.

403.4.6.3.1 Scope of testing. *Special inspections* shall be conducted in accordance with the following:

1. During erection of ductwork and prior to concealment for the purposes of leakage testing and recording device location.

2. Prior to occupancy and after sufficient completion for the purposes of exhaust air change rate measurements and control verification.

403.4.6.3.2 Qualifications. *Special inspection* agencies for smoke removal shall have expertise in fire protection engineering, mechanical engineering and certification as air balancers.

403.4.6.3.3 Reports. A complete report of testing shall be prepared by the special inspector or *special inspection* agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or *mark*. The report shall be reviewed by the responsible *registered design professional* and, when satisfied that the design intent has been achieved, the responsible *registered design professional* shall seal, sign and date the report with a statement as follows:

"I have reviewed this report and by personal knowledge and on-site observation certify that the smoke removal system is in substantial compliance with the design intent, and to the best of my understanding complies with the requirements of the code."

403.4.6.3.3.1 Report filing. A copy of the final report shall be filed with the Authority Having Jurisdiction and an identical copy shall be maintained in the *fire command center*.

Section 403.4.7.2 Standby power loads.

Revise Section 403.4.7.2, as follows:

[F] 403.4.7.2 Standby power loads. The following are classified as standby power loads:

1. Power and lighting for the fire command center required by Section 403.8;
2. Ventilation and automatic fire detection equipment for smokeproof enclosures;
3. Standby power shall be provided for elevators in accordance with Sections 1007.4, 3003, 3007 and 3008; and
4. Smoke control systems.

Section 403.4.9 Smoke control.

Add a new Section 403.4.9, as follows:

403.4.9 Smoke control. A smoke control system shall be provided for all Group R-1 or R-2 occupancies. The smoke control system shall be in accordance with Section 909 except as modified in Section 403.4.9.1.

Exceptions:

1. Compliance with Sections 909.6, 909.7, 909.8, 909.9, and 909.12.3 shall not be required.

2. The preprogrammed test sequence for smoke control systems required by Section 909.12 shall be permitted to be performed on a quarterly basis and shall be permitted to only test manually restorable components on an individual basis, such that no single component shall be required to activate more than once during the test sequence.

403.4.9.1 Design criteria. Corridors serving Group R-1 sleeping units or Group R-2 dwelling units shall be provided with mechanical ventilation that achieves a minimum of one exhaust air change each 10 minutes for the area involved (6 air changes per hour). The exhaust rate for the smoke control system shall exceed the supply (makeup) air rate by a minimum of 20 percent to ensure that the corridor is maintained slightly negative relative to adjacent areas. All Group R-1 sleeping units and Group R-2 dwelling units shall be passive smoke control zones.

Exception: Where approved by the *building official*, passive smoke control shall be permitted for the corridors.

403.4.9.1.1 System activation. The smoke control system shall be automatically activated upon smoke detection in the corridor.

Exception: Where corridor smoke detection is not required by other sections of this code, activation of the smoke control system by activation of sprinkler systems shall be permitted. The sprinkler system used to initiate the smoke control system shall protect only the corridor for which active smoke control is provided and shall be separately zoned from sprinkler systems protecting all rooms and areas that are not part of the active smoke control zone.

403.4.9.1.2 Arrangement of supply and exhaust openings. The supply and exhaust openings serving the smoke control system shall be sufficiently separated from each other, but not less than a horizontal distance equal to two-thirds of the overall length of the corridor served. The entire exhaust opening shall be within the upper one-third of the average height of the corridor. The entire supply opening shall be within the lower one-third of the average height of the corridor.

403.4.9.1.3 Sequence of operation. Upon activation, the corridor smoke control system shall exhaust air directly to the exterior without recirculation. Recirculating fan-coil units serving the corridor and air-handling equipment serving residential units shall be permitted to continue to operate in normal mode. All other exhaust systems, including those serving toilets, kitchens, vending rooms, or other similar spaces shall be permitted to continue to operate in normal mode.

403.4.9.1.4 Number of zones. Where doors are provided to divide the corridors into multiple sections, each section shall be provided with the required ventilation rate.

Section 403.5.2 Additional exit stairway.

Add new Sections 403.5.2.1 and 403.5.2.2, as follows:

403.5.2 Additional exit stairway. For buildings other than Group R-2, that are more than 420 feet (128 m) in *building height*, one additional *exit stairway* meeting the requirements of Sections 1009 and 1022 shall be provided in addition to the minimum number of *exits* required by Section 1021.1. The total width of any combination of remaining *exit stairways* with one *exit stairway* removed shall not be less than the total width required by Section 1005.1. *Scissor stairs* shall not be considered the additional *exit stairway* required by this section.

403.5.2.1 Access. Access into the additional exit stairway shall be provided on every floor level equal to the exit stairways serving those areas of the building greater than 420 feet (128 m) in building height. The additional exit stairway shall not be required to be provided for redundancy to stairs serving only those portions of the building less than 420 feet (128 m) in building height.

403.5.2.2 Multiple towers. For buildings containing multiple towers, the additional exit stairway shall only be required for those towers exceeding 420 feet (128 m) in building height.

Exception: An additional *exit stairway* shall not be required to be installed in buildings having elevators used for occupant self-evacuation in accordance with Section 3008.

Section 403.5.3 Stairway door operation.

Revise Section 403.5.3, as follows:

403.5.3 Stairway door operation. Stairway doors other than the *exit discharge* doors shall be permitted to be locked from stairway side. Stairway doors that are locked from the stairway side shall be unlocked simultaneously without unlatching upon any of the following: a signal from the fire command center; activation of a fire alarm signal in an area served by the stairway; or failure of the power supply.

Exception: Upon approval of the *building official*, stairway doors opening directly into privately owned residential units or leased tenant spaces are permitted to unlock without unlatching only upon signal from the fire command center.

Section 403.5.4 Smokeproof exit enclosures.

Revise Section 403.5.4, as follows:

403.5.4 Smokeproof exit enclosures. Every required level *exit stairway* serving floors more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access shall comply with Sections 909.20 and 1022.9.

Section 403.6.1 Fire service access elevator.

Revise Section 403.6.1, as follows:

403.6.1 Fire service access elevator. In buildings with an occupied floor more than 120 feet (36 576 mm) above the lowest level of fire department vehicle access, a minimum of one fire service access elevator shall be provided in accordance with Section 3007.

Exception: Where a building is provided with multiple elevators in accordance with Section 3002.4 and Table 3002.4, a fire service access elevator shall not be required.

Section 404.3 Automatic sprinkler protection.

Delete Exception No. 1 and No. 2 in Section 404.3, as follows:

[F] 404.3 Automatic sprinkler protection. An *approved automatic sprinkler system* shall be installed throughout the entire building.

Section 404.6 Enclosure of atriums.

Revise Section 404.6, as follows:

404.6 Enclosure of atriums. Atrium spaces shall be separated from adjacent spaces by a 1-hour *fire barrier* constructed in accordance with Section 707 or a *horizontal assembly* construction in accordance with Section 712, or both.

Exceptions:

1. A glass wall forming a smoke partition where a separately zoned system of automatic sprinklers are spaced 6 feet (1829 mm) or less along both sides of the separation wall, or on the room side only if there is not a walkway on the atrium side, and between 4 inches and 12 inches (102 mm and 305 mm) away from the glass and designed so that the entire surface of the glass is wet upon activation of the sprinkler system without obstruction. The glass shall be installed in a frame so that the framing system deflects without breaking (loading) the glass before the sprinkler system activates.

2. *Unchanged.*

3. *Unchanged.*

Section 405.8.1 Standby power loads.

Revise Section 405.8.1, as follows:

[F] 405.8.1 Standby power loads. The following loads are classified as standby power loads:
1. Smoke control system.
2. Ventilation and automatic fire detection equipment for smokeproof enclosures.

Standby power shall be provided for elevators in accordance with Section 3003.

Section 405.9.1 Emergency power loads.

Revise Section 405.9, as follows:

[F] 405.9.1 Emergency power loads. The following loads are classified as emergency power loads:

1. Emergency voice/alarm communication systems.
2. Fire alarm systems.
3. Automatic fire detection systems.
4. Elevator car lighting.
5. *Means of egress* and exit sign illumination required by Chapter 10.
6. Electrically powered Fire Pimps.

Section 406.1.2 Area increase.

Add a new exception after last paragraph of Section 406.1.2, a*s follows:*

406.1.2 Area increase. Group U occupancies used for the storage of private or pleasure-type motor vehicles where no repair work is completed or fuel is dispensed are permitted to be 3,000 square feet (279 m^2) when the following provisions are met:

1. For a mixed occupancy building, the *exterior wall* and opening protection for the Group U portion of the building shall be as required for the major occupancy of the building. For such a mixed occupancy building, the allowable floor area of the building shall be as permitted for the major occupancy contained therein.

2. For a building containing only a Group U occupancy, the *exterior wall* shall not be required to have a *fire-resistance rating* and the area of openings shall not be limited when the *fire separation distance* is 5 feet (1524 mm) or more.

More than one 3,000-square-foot (279 m^2) Group U occupancy shall be permitted to be in the same building, provided each 3,000-square-foot (279 m^2) area is separated by *fire walls* complying with Section 706.

Exception: Noncombustible carports may be of unlimited area when they are open on all sides, not over twelve feet (3658 mm) in height, and located a minimum of 5 feet (1524 mm) from any property line or assumed property line, measured from the roof edge.

Section 406.1.4 Separation.

Revise Section 406.1.4 by adding new Item Nos. 4 and 5, as follows:

406.1.4 Separation. Separations shall comply with the following:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. Noncombustible carports do not require exterior wall and opening protection when they are open on all sides, not over twelve feet (3658 mm) in height, and located a minimum of 5 feet (1524 mm) from any property line or assumed property line, as measured from the roof edge.
5. When a Group B, F, M, R, or S occupancy structure and a noncombustible carport are located on the same property with a minimum separation of ten feet (3048) between the structure and the carport, as measured from the roof edges, exterior wall and opening protection is not required for either structure.

Section 406.2.6.1 Floor drains.

Add a new Section 406.2.1, as follows:

406.2.6.1 Floor drains. Where provided, floor drains installed in enclosed parking garages or repair garages shall drain to an *approved* sand/oil separator in accordance with the *International Plumbing Code*.

Section 406.4.2 Ventilation.

Revise Section 406.4.2, as follows:

406.4.2 Ventilation. A mechanical ventilation system shall be provided in accordance with the *International Mechanical Code.*

Exceptions:

1. A mechanical ventilation system shall not be required in an enclosed parking garage when openings complying with Section 406.3.3.1 are provided.

2. A mechanical ventilation system shall not be required in an enclosed parking garage having a floor area of 1,000 ft^2 or less and used for the storage of five (5) or less private motor vehicles.

406.4.2.1 Minimum ventilation. The mechanical ventilation system shall be capable of producing a ventilation rate of 0.75 cfm per square foot (0.0038 $m^3/s \cdot m^2$) of floor area.

Exception: When approved by the *building official*, the mechanical ventilation system may be designed to exhaust a minimum of 14,000 cfm (6.61 m^3/s) for each operating vehicle. Such system shall be based on the anticipated instantaneous movement rate of vehicles, but not less than 2.5 percent of the garage capacity, or one vehicle, whichever is greater.

406.4.2.2 Intermittent operation. The mechanical ventilation system shall not be required to operate continuously where *approved* automatic carbon monoxide sensing devices are provided to operate the system automatically to maintain a maximum average concentration of carbon monoxide of 50 parts per million during any eight-hour period, with a maximum concentration not greater than 200 parts per million for a period not exceeding one hour.

406.4.2.3 Occupied spaces accessory to public garages. Connecting offices, waiting rooms, ticket booths and similar uses that are accessory to a public garage shall be supplied with conditioned air and maintained at a positive pressure.

Section 406.6.3 Ventilation.

Revise Section 406.6.3, as follows:

406.6.3 Ventilation. Repair garages shall be mechanically ventilated in accordance with the *International Mechanical Code*. The ventilation system shall be controlled at the entrance to the garage.

406.6.3.1 Minimum ventilation. The mechanical ventilation system shall be capable of producing a ventilation rate of 1.5 cfm per square foot (0.0076 $m^3/s \cdot m^2$) of floor area. Each engine repair stall shall be equipped with an exhaust pipe extension duct, extending to the outside of the building, which, if over 10 feet (3048 mm) in length, shall mechanically exhaust 300 cfm (0.142 m^3/s).

406.6.3.2 Occupied spaces accessory to repair garages. Connecting offices, waiting rooms and similar uses that are accessory to a repair garage shall be supplied with conditioned air and maintained at a positive pressure.

Section 410.3.4 Proscenium wall.

Add a new Exception to Section 410.3.4, as follows:

410.3.4 Proscenium wall. Where the stage height is greater than 50 feet (15 240 mm), all portions of the stage shall be completely separated from the seating area by a proscenium wall with not less than a 2-hour *fire-resistance rating* extending continuously from the foundation to the roof.

Exception: Where a stage is located in a building of Type I construction, the proscenium wall is permitted to extend continuously from the 2-hour *fire-resistance-rated* floor slab of the space containing the stage to the roof or a 2-hour *fire-resistance-rated* floor deck above. This exception shall not apply to buildings of Type IB construction in which the minimum fire-resistance ratings of the building elements in Table 601 have been reduced in accordance with Section 403.2.1.1.

Section 410.3.5.1 Activation.

Add a new Section 410.3.5.1, as follows:

410.3.5.1 Activation. When provided, a fire curtain shall be activated by manual emergency operation, fusible link, rate-of-rise heat detection installed in accordance with Section 907.3 operating at a rate of temperature rise of 15 to 20ºF per minute (8 to 11ºC per minute), or signal of water flow from any sprinkler system covering the stage as required by Section 410.6.

Section 410.6 Automatic sprinkler system.

Delete Exceptions No. 1 and 2 in Section 410.6, as follows:

[F] 410.6 Automatic sprinkler system. Stages shall be equipped with an automatic fire-extinguishing system in accordance with Chapter 9. Sprinklers shall be installed under the roof and gridiron and under all catwalks and galleries over the stage. Sprinklers shall be installed in dressing rooms, performer lounges, shops and storerooms accessory to such stages.

Exception: Sprinklers are not required within portable orchestra enclosures on stages.

Section 410.8 Special effects.

Add a new Section 410.8, as follows:

410.8 Special effects. Special effects are regulated by the *International Fire Code*.

Section 412.4.6 Fire suppression.

Delete the Exception in Section 412.4.6, as follows:

412.4.6 Fire suppression. Aircraft hangars shall be provided with a fire suppression system designed in accordance with NFPA 409, based upon the classification for the hangar given in Table 412.4.6.

Section 419.5 Fire Protection.

Revise Section 419.5, as follows:

419.5 Fire Protection. The live/work unit shall be provided with a monitored fire alarm system where required by Section 907.2.9 and an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2

Section 420.4 Visual access.

Add a new Section 420.4, as follows:

420.4 Visual access. The primary entrance door of individual units in motels, hotels, apartment houses, condominiums, and vacation timeshare properties shall contain a means to allow the occupant to visually identify a visitor without opening the unit entry door.

Section 421.5 Ventilation.

Revise Section 421.5, as follows:

421.5 Ventilation. Cutoff rooms shall be provided with mechanical ventilation.

Exception: Where approved by the *building official*, natural ventilation shall be permitted in lieu of mechanical ventilation.

421.5.1 Ventilation rate. Mechanical ventilation of hydrogen cutoff rooms shall be provided at a minimum rate of 1 cubic foot per minute per 12 cubic feet [0.00138 $m^3/(s \cdot m^3)$] of room volume.

421.5.2 Inlets and outlets. Hydrogen cutoff rooms shall be ventilated utilizing air supply inlets and exhaust outlets arranged to provide uniform air movement to the extent practical. Inlets shall be uniformly arranged on exterior walls near floor level. Outlets shall be located at the high point of the room in exterior walls or the roof.

421.5.3 Operation. Ventilation shall be by a continuous mechanical ventilation system.

Exception: Where approved by the *building official*, ventilation shall be permitted to be by a mechanical ventilation system activated by a continuously monitoring flammable gas detection system that activates at a gas concentration of 25 percent of the lower flammable limit (LFL).

421.5.4 Shutdown. The gaseous hydrogen system shall be automatically shut down in the event of failure of the ventilation system.

Section 505.1 General.

Revise Section 505.1, as follows:

505.1 General. A *mezzanine* or *mezzanines* in compliance with Section 505 shall be considered a portion of the *story* in which it is contained. Such *mezzanines* shall not contribute to either the *building area* or number of *stories* as regulated by Section 503.1. The area of the *mezzanine* shall be included in determining the *fire area* defined in Section 902. The clear height above and below the *mezzanine* floor construction shall not be less than 7 feet-6 inches (2286 mm).

Exception: The clear height above and below the mezzanine shall not be less than 7 feet for any of the following conditions:

1. For Group A, B, E, F, M and U occupancies, where the occupant load does not exceed 49.
2. For Group H-1, H-2, and H-3 occupancies, where the occupant load does not exceed 3.
3. For Groups H-4, H-5, I-1, I-3, I-4, and R, where the occupant load does not exceed 10.
4. For Group S, where the occupant load does not exceed 29.

Section 507.2 Group F-2 or S-2, one story.

Revise Section 507.2, as follows:

507.2 Group F-2 or S-2, one story. The area of a Group F-2 or S-2 building no more than one *story* in height shall not be limited when the building is surrounded and adjoined by *public ways* or *yards* not less than 60 feet (18 288 mm) in width and the building is provided with an automatic sprinkler system throughout when required by Section 903.2 or the *International Fire Code*.

Section 507.3 Sprinklered, one story.

Delete Exception No. 2 in Section 507.3, as follows:

507.3 Sprinklered, one story. The area of a Group B, F, M or S building no more than one *story above grade plane*, or a Group A-4 building no more than one *story above grade plane* of other than Type V construction, shall not be limited when the building is provided with an *automatic sprinkler system* throughout in accordance with Section 903.3.1.1 and is surrounded and adjoined by *public ways* or yards not less than 60 feet (18 288 mm) in width.

Exception: Buildings and structures of Type I and II construction for rack storage facilities that do not have access by the public shall not be limited in height, provided that such buildings conform to the requirements of Sections 507.3, 903.3.1.1 and Chapter 23 of the *International Fire Code*.

Table 508.2.5 Incidental Accessory Occupancies.

Revise Table 508.2.5, as follows:

TABLE 508.2.5
INCIDENTAL ACCESSORY OCCUPANCIES

ROOM OR AREA	SEPARATION AND/OR PROTECTION
Rooms containing fire pumps in nonhigh-rise buildings	2 hours

All other parts of Table 508.2.5 to remain unchanged.

Section 603.1.2 Piping.

Revise Section 603.1.2, as follows:

603.1.2 Piping. The use of combustible piping materials shall be permitted when installed in accordance with the limitations of the *International Mechanical Code* and the *International Plumbing Code*~~.~~ or the following:

603.1.2.1 Equipment rooms. Combustible piping shall be permitted to be installed in an equipment room that is enclosed by 2-hour fire-resistance rated construction and protected throughout by automatic sprinklers. The combustible piping shall be permitted to be extended from the equipment room to other rooms provided the piping is encased in an approved, dedicated 2-hour fire-resistance rated assembly. Where such combustible piping penetrates a fire-resistance rated wall and/or floor/ceiling assembly, the penetration shall be protected by a through-penetration firestop system that is listed for the specific piping material and that has F and T ratings not less than the required fire-resistance rating of the penetrated assembly. The combustible piping shall not penetrate more than a single floor.

603.1.2.2 Chemical waste systems. Combustible piping shall be permitted to be installed for chemical waste and vent systems when the chemical waste would otherwise react with noncombustible piping. Combustible piping serving such systems shall be protected as required in Section 603.1.2.1.

603.1.2.3 Medical water systems. Combustible piping shall be permitted to be installed for purified water systems that are used in conjunction with medical treatment systems, such as dialysis. Combustible piping serving such systems shall be protected as required in Section 603.1.2.1.

603.1.2.4 Bars and soda fountains. Combustible piping shall be permitted to be installed for distribution/process systems that serve bars and soda fountains. Combustible piping serving such systems shall either be installed below a fire-resistance rated slab-on-grade, protected as required in Section 603.1.2.1, or sleeved within noncombustible EMT conduit or metal piping from the room of origin to the area of end use. Where combustible piping serving bars and soda fountains is sleeved within noncombustible EMT conduit or metal piping, the end points of the conduit or pipe shall be sealed in accordance with Southern Nevada Health District requirements.

603.1.2.5 Fire sprinkler systems. CPVC piping that is specifically listed and labeled for fire protection use shall be permitted to be installed for fire sprinkler system piping provided that it is installed in accordance with its listing, the manufacturer's installation requirements, and the *International Building Code*.

603.1.2.6 Under slab-on-grade. Combustible piping shall be permitted to be installed under a fire-resistance rated slab-on-grade provided the transition from combustible to noncombustible piping occurs entirely below the slab-on-grade. The transition from combustible to noncombustible piping shall be permitted to occur within an equipment room directly above the slab-on-grade when the room is protected as required in Section 603.1.2.1.

Section 703.6 Marking and identification.

Revise Section 703.6, as follows:

703.6 Marking and identification. Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified with signs or stenciling in all accessible concealed floor, floor-ceiling or attic spaces. Such identification shall:

1. Be located within 15 feet (4572 mm) of the end of each wall, and at intervals not exceeding 30 feet (9144 mm) measured horizontally along the wall or partition; and

2. Include lettering not less than 2 inches (50.8 mm) in height with a minimum 3/8 inch stroke (9.5 mm) in a contrasting color, incorporating the suggested wording: "FIRE AND/OR SMOKE BARRIER—PROTECT ALL OPENINGS," or other wording.

Exception: Walls in group R-2 occupancies that do not have a removable decorative ceiling allowing access to the concealed space

Table 705.8 Maximum Area of Exterior Wall Openings Based on Fire Separation Distance and Degree of Opening Protection

Revise Table 705.8, as follows:

TABLE 705.8 MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION		
FIRE SEPARATION DISTANCE (feet)	**DEGREE OF OPENING PROTECTION**	**ALLOWABLE AREA[a]**
0 to less than 3[b,c]	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S)[i]	Not Permitted
	Protected (P)	Not Permitted
3 to less than 5[d,e]	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S)[i]	15%
	Protected (P)	15%
5 to less than 10[e,f, j]	Unprotected, Nonsprinklered (UP, NS)	10%[h]
	Unprotected, Sprinklered (UP, S)[i]	25%
	Protected (P)	25%
10 to less than 15[e, f, g, j]	Unprotected, Nonsprinklered (UP, NS)	15%[h]
	Unprotected, Sprinklered (UP, S)[i]	45%
	Protected (P)	45%
15 to less than 20[f, g, j]	Unprotected, Nonsprinklered (UP, NS)	25%
	Unprotected, Sprinklered (UP, S)[i]	75%
	Protected (P)	75%
20 to less than 25[f, g, j]	Unprotected, Nonsprinklered (UP, NS)	45%
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit
25 to less than 30[f, g, j]	Unprotected, Nonsprinklered (UP, NS)	70%
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit
30 or greater	Unprotected, Nonsprinklered (UP, NS)	No Limit
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit

Notes and Footnotes remain unchanged except for the addition of j, as follows.

j. For special requirements for Group U occupancies, see Sections 406.1.2 and 406.1.4.

Section 708.13.3 Refuse and laundry chute access rooms.

Revise Section 708.13.3, as follows:

708.13.3 Refuse and laundry chute access rooms. Access openings for refuse and laundry chutes shall be located in rooms or compartments enclosed by not less than 1-hour fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with 712, or both. Openings into the access rooms shall be protected by opening protectives having a fire protection rating of not less than ¾ hour. Doors shall be self- or automatic-closing upon the detection of smoke in accordance with Section 715.4.8.3. The room or compartment shall be sized to allow the access door to the room or compartment to close and latch with the access panel to the refuse or laundry chute in any position.

Section 708.13.4 Termination room.

Revise Section 708.13.4, as follows:

708.13.4 Termination room. Refuse and laundry chutes shall discharge into an enclosed room separated from the remainder of the building by fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712, or both. Construction shall be a minimum of 1-hour, but not less than the fire-resistance rating of the shaft enclosure. Openings into the termination room shall be protected by opening protectives having a fire protection rating of not less than ¾ hour for 1-hour termination rooms and 1½ -hour for 2-hour termination rooms. Doors shall be self- or automatic-closing upon the detection of smoke in accordance with Section 715.4.8.3. Refuse chutes shall not terminate in an incinerator room. Refuse and laundry rooms that are not provided with chutes need only comply with Table 508.2.5.

Section 710.4 Continuity.

Revise Section 710.4, as follows:

710.4 Continuity. *Smoke barriers* shall form an effective membrane continuous from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces, such as those found above suspended ceilings, and interstitial structural and mechanical spaces. The supporting construction shall be protected to afford the required *fire-resistance rating* of the wall or floor supported in buildings of other than Type IIB, IIIB or VB construction.

Exception: Smoke-barrier walls are not required in interstitial spaces where such spaces are designed and constructed with ceilings that provide resistance to the passage of fire and smoke equivalent to that provided by the smoke-barrier walls.

Table 715.4 Fire Door and Shutter Fire Protection Ratings

Revise Table 715.4 by adding a new Note, at the bottom of the Table, as follows:

Note: As specified in Section 909.20, 20-minute fire rated door opening protectives are allowed in *fire barrier* walls separating a vestibule and the stairway.

Footnotes" a" and" b" remain.

Section 715.4.8 Door Closing.

Revise Section 715.4.8, as follows:

715.4.8 Door Closing. *Fire doors* in fire walls shall be automatic-closing in accordance with this section. *Fire doors in other than fire walls* shall be self- or automatic-closing in accordance with this section.

Exceptions:

1. *Fire doors* located in common walls separating sleeping units in Group R-1 and between dwelling units of transient nature in Group R-2 shall be permitted without automatic- or self-closing devices.

2. The elevator car doors and the associated hoistway enclosure doors at the floor level designated for recall in accordance with Section 3003.2 shall be permitted to remain open during Phase I emergency recall operations.

Section 717.3.2 Groups R-1, R-2, R-3 and R-4.

Revise Section 717.3.2, as follows:

717.3.2 Groups R-1, R-2, R-3 and R-4. Draftstopping shall be provided in floor/ceiling spaces in Group R-1 buildings, in Group R-2 buildings with three or more dwelling units, in Group R-3 buildings with two dwelling units and in Group R-4 buildings. Draftstopping shall be located above and in line with the dwelling unit and sleeping unit separations.

Exceptions:

1. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

2. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2, provided that automatic sprinkler systems in accordance with Section 903.3.1.1 are also installed in the combustible concealed spaces.

Section 717.4.2 Groups R-1 and R-2.

Revise Section 717.4.2, as follows:

717.4.2 Groups R-1 and R-2. Draftstopping shall be provided in attics, mansards, overhangs or other concealed roof spaces of Group R-2 buildings with three or more dwelling units and in all Group R-1 buildings. Draftstopping shall be installed above, and in line with, sleeping unit and dwelling unit separation walls that do not extend to the underside of the roof sheathing above.

Exceptions:

1. Where corridor walls provide a sleeping unit or dwelling unit separation, draftstopping shall only be required above one of the corridor walls.

2. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

3. In occupancies in Group R-2 that do not exceed four stories in height, the attic space shall be subdivided by draftstops into areas not exceeding 3,000 square feet (279 m2) or above every two dwelling units, whichever is smaller.

4. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2, provided that automatic sprinkler systems in accordance with Section 903.3.1.1 are also installed in the combustible concealed spaces.

Section 717.5 Combustible materials in concealed spaces in Type I or II construction.

Revise Section 717.5, as follows:

717.5 Combustible materials in concealed spaces in Type I or II construction. Combustible materials shall not be permitted in concealed spaces of buildings of Type I or II construction.

Exceptions:

1. Combustible materials in accordance with Section 603.
2. Combustible materials exposed within plenums complying with the *International Mechanical Code.*
3. Class A interior finish materials classified in accordance with Section 803 where the concealed space is protected with fire sprinklers as required by the Fire Code when fire sprinklers are required in the building by another section in this code.
4. Combustible insulation and covering on pipe and tubing, installed in concealed spaces other than plenums, complying with Section 719.7.
5. CPVC fire sprinkler system piping listed and labeled for fire protection use. Piping shall have a peak optical density not greater than 0.50, an average optical density of not greater than 0.15, and a flame spread of not greater than 5 feet when tested in accordance with UL 1887.

Section 721.6.2.3 Exterior Walls.

Revise Section 721.6.2.3, as follows:

721.6.2.3 Exterior Walls. For an *exterior wall* with a *fire separation distance* greater than 10 feet (3048 mm), the wall is assigned a rating dependent on the interior membrane and the framing as described in Tables 721.6.2(1) and 721.6.2(2). The membrane on the outside of the non-fire-exposed side of the *exterior walls* with a *fire separation distance* greater than 10 feet (3048 mm) may consist of sheathing, sheathing paper and siding as described in table 721.6.2(3).

Section 802.1 General.

Revise Section 802.1, as follows:

802.1 General. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

DECORATIVE MATERIALS. See Section 202.

EXPANDED VINYL WALL COVERING. Wall covering consisting of a woven textile backing, an expanded vinyl base coat layer and a nonexpanded vinyl skin coat. The expanded base coat layer is a homogeneous vinyl layer that contains a blowing agent. During processing, the blowing agent decomposes, causing this layer to expand by forming closed cells. The total thickness of the wall covering is approximately 0.055 inch to 0.070 inch (1.4 mm to 1.78 mm).

The remainder of this section remains unchanged.

Section 803.11.2 Set-out construction.

Revise Section 803.11.2, as follows:

803.11.2 Set-out construction. Where walls and ceilings are required to be of fire-resistance-rated or noncombustible construction and walls are set out or ceilings are dropped distances greater than specified in Section 803.11.1, noncombustible materials, in accordance with Section 703.4 shall be used except where *interior finish* materials meet one of the following:

1. Protected on both sides by an automatic sprinkler system in accordance with Section 903.3.1.1, or
2. The combustible void is filled with fiberglass or noncombustible insulation, or
3. Attached to a noncombustible backing, or
4. Attached to furring strips installed as specified in Section 803.11.1.

The hangers and assembly members of such dropped ceilings that are below the main ceiling line shall be of noncombustible materials, except that in Types III and V construction, *fire-retardant-treated wood* shall be permitted. The construction of each set-out wall shall be of fire-resistance-rated construction as required elsewhere in this code.

Section 803.13 Site-fabricated stretch systems.

Add a new Section 803.13.1, as follows:

803.13 Site-fabricated stretch systems. Where used as interior wall or ceiling finish materials, site-fabricated stretch systems shall be tested in the manner intended for use, and shall comply with the requirements of Section 803.1.1 or 803.1.2. If the materials are tested in accordance with ASTM E 84 or UL 723, specimen preparation and mounting shall be in accordance with ASTM E 2573.

803.13.1 Site-fabricated stretch ceiling systems. Where used as a dropped ceiling, the following shall apply:

1. In Types I and II construction, frames shall be of non-combustible materials.

2. Where automatic sprinkler protection in accordance with Section 903.3.1.1 or 903.3.1.2 is required beneath the panel, core materials shall be of non-combustible materials.

Section 806.1 General requirements.

Add a new sentence to the end of the fourth paragraph of Section 806.1, as follows:

[F] 806.1 General requirements. In occupancies in Groups A, E, I and R-1 and dormitories in Group R-2, curtains, draperies, hangings and other *decorative materials* suspended from walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 806.2 or be noncombustible.

In Groups I-1 and I-2, combustible *decorative materials* shall meet the flame propagation criteria of NFPA 701 unless the *decorative materials*, including, but not limited to, photographs and paintings, are of such limited quantities that a hazard of fire development or spread is not present. In Group I-3, combustible decorative materials are prohibited.

Fixed or movable walls and partitions, paneling, wall pads and crash pads applied structurally or for decoration, acoustical correction, surface insulation or other purposes shall be considered *interior finish* if they cover 10 percent or more of the wall or of the ceiling area, and shall not be considered *decorative materials* or furnishings.

In Group B and M occupancies, fabric partitions suspended from the ceiling and not supported by the floor shall meet the flame propagation performance criteria in accordance with Section 806.2 and NFPA 701 or shall be noncombustible. In other than Group B and M occupancies, fabric partitions shall be in accordance with the type of construction required for the building.

Section 903.1.1 Alternative protection.

Delete Section 903.1.1, in its entirety.

Section 903.2 Where required.

Revise Section 903.2, as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided throughout all buildings, regardless of occupancy type, exceeding 5,000 sq ft (464 m^2) in building area, and additionally in locations described in Section 903.2.1 through 903.2.12.

Exceptions:

1. Open parking garages with no other occupancy above any part of the open parking garage structure are not required to be protected with automatic sprinklers.
2. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada Pubic Service Commission, a State of Nevada charter, or other public franchise. This exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied space.

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.
2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the code official.

For new construction expanding existing buildings, where an addition to any existing non-sprinklered building or structure expands the total area to greater than 5,000 square feet (464 m^2), the entire building, including the existing portions, shall be provided with fire sprinklers.

Exceptions:
1. Group R-3 occupancies with fire flow in accordance with the International Fire Code.
2. Where the area of the addition does not exceed 25% of the original building area at the time of construction and the area of the addition does not exceed 5,000 square feet (464 m^2).

Section 903.2.3 Group E.

Revise Section 903.2.3, as follows:

903.2.3 Group E. An *automatic sprinkler* system shall be provided for Group E occupancies where one of the following conditions exists:

1. The Group E *fire areas have an occupant load of 50 or more.*
2. Any portion of the Group E fire areas is below the lowest *level of exit discharge.*
3. Rooms used for kindergarten, first or second-grade pupils or for child care purposes, are located above or below the first story.
4. Daycare facilities used for child care between the hours of 12:00 a.m. and 6:00 a.m.

Exception: An *automatic sprinkler system* is not required in any area below the lowest *level of exit discharge* serving that area where every classroom throughout the building has at least one exterior *exit* door at ground level.

Section 903.2.9 Group S-1.

Revise Section 903.2.9, as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (1115 m^2)
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2)
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m^2)
5. A Group S-1 fire area used for self-storage where the fire area exceeds 2,500 square feet (279 m^2)

Section 903.3.1.1.1 Exempt locations.

Revise Section 903.1.1.1, as follows:

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, or fire-resistance rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved* by the *fire code official*
3. Fire service access elevator machine rooms and machinery spaces

Section 903.3.1.2 NFPA 13R sprinkler systems.

Revise Section 903.3.1.2, as follows:

903.3.1.2 NFPA 13R sprinkler systems. Where allowed in buildings of Group R, up to and including two stories in height, automatic sprinkler systems shall be installed in accordance with NFPA 13 or NFPA 13R.

Section 903.3.1.3 NFPA 13D sprinkler systems.

Revise Section 903.3.1.3, as follows:

903.3.1.3 NFPA 13D sprinkler systems. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings and townhouses shall be permitted to be installed throughout in accordance with NFPA 13, NFPA 13R, or NFPA 13D.

Section 903.3.5.2 Secondary water supply.

Revise Section 903.3.5.2, as follows:

903.3.5.2 Secondary water supply. A dedicated secondary on-site water supply equal to the hydraulically calculated sprinkler demand, including a 100 gpm inside hose stream requirement, but not less than 15,000 usable gallons, shall be provided for high-rise buildings. The secondary water supply shall have a duration of not less than 30 minutes.

Section 903.4 Sprinkler system supervision and alarms.

Revise Section 903.4, as follows:

903.4 Sprinkler system supervision and alarms. Sprinkler system supervision and alarms are regulated by the *International Fire Code*.

Section 904.2 Where required.

Revise Section 904.2, as follows:

904.2 Where required. Automatic fire-extinguishing systems shall be approved by the fire code official. Automatic fire-extinguishing systems shall not be considered an alternative to the required automatic sprinkler systems of Section 903 or for the purpose of exceptions or reductions allowed by other requirements of this code.

Section 905.3.1 Height.

Revise Section 905.3.1, as follows:

905.3.1 Height. Approved Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of the fire department vehicle access.

Section 905.3.2 Group A.

Revise Section 905.3.2, as follows:

905.3.2 Group A. Class I automatic wet standpipes shall be provided in nonsprinklered Group A buildings having an occupant load exceeding 1,000 persons.

Exceptions:

1. Open-air seating spaces without enclosed spaces
2. Class I automatic dry and semiautomatic dry standpipes or manual wet standpipes are allowed in buildings where the highest floor surface used for human occupancy is 55 feet (16 764 mm) or less above the lowest level of fire department vehicle access.

Section 905.4 Location of Class I standpipe hose connections.

Revise Section 905.4, as follows:

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connection shall be provided in all of the following locations:

1. In every required stairway, a hose connection shall be provided for each floor level above or below grade. Hose connections shall be located on the floor level landing, as approved by the fire code official.

2. On each side of the wall adjacent to the exit opening of a horizontal exit.

   Exception: Where floor areas adjacent to a horizontal exit are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall.

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.

6. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be along normal walking routes, and the stream shall not be expected to penetrate walls or windows.

Section 905.4.1 Protection.

Revise Section 905.4.1, as follows:

905.4.1 Protection. Risers and laterals of Class I standpipe systems not located within an enclosed stairway or pressurized enclosure shall be protected by a degree of fire resistance equal to that required for vertical enclosures in the building in which they are located.

Exception: In buildings constructed of Type I or Type II construction in accordance with the Building Code or in buildings equipped throughout with an approved automatic sprinkler system, standpipes that are not located within an enclosed stairway or pressurized enclosure are not required to be enclosed within fire-resistance-rated construction.
Revise Section 905.5, as follows:

905.5 Location of Class II standpipe hose connections. Class II standpipe hose connections are regulated by the *International Fire Code*.

Section 905.5.3 Class II system 1-inch hose.

Delete Section 905.5.3 in its entirety.

Section 906 Portable Fire Extinguishers

Delete 906.1 in its entirety and replace, as follows:

906.1 General. Portable fire extinguishers are regulated by the *International Fire Code*.

Section 907.1.2 Fire alarm shop drawings.

Revise Section 907.1.2, as follows:

907.1.2 Fire alarm shop drawings. Fire alarm shop drawings are regulated by the *International Fire Code*.

Section 907.2.7.1 Occupant Notification.

Delete Section 907.2.7.1 in its entirety.

Section 907.2.9.1 Manual fire alarm system.

Revise Section 907.2.9.1, as follows:

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 707.6 shall be installed in Group R-2 occupancies where:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge;
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit; or
3. The building contains 15 or more dwelling units or sleeping units.

Exceptions:

1. A fire alarm system is not required in buildings not more than two stories in height where all dwelling units or sleeping units and contiguous attic and crawl spaces are separated from each other and public or common areas by at least 1-hour fire partitions and each dwelling unit or sleeping unit has an exit directly to a public way, exit court or yard.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow. At least one manual fire alarm box is installed at an approved location.
3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units and are protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, provided that dwelling units either have a means or egress door opening directly to the exits or are served by open-ended corridors designed in accordance with Section 1026.6, Exception 4

Section 907.2.9.1.1 Automatic smoke detection system.

Add a new section 907.2.9.1.1, as follows:

907.2.9.1.1 Automatic smoke detection system. When a fire alarm system is required, an automatic smoke detection system that activates the occupant notification system in accordance with Section 907.6 shall be installed throughout all interior corridors serving sleeping units.

> **Exception:** An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

Section 907.2.13 High-rise buildings.

Revise Section 907.2.13, as follows:

907.2.13 High-rise buildings. Buildings with a floor used for human occupancy located more that 55 feet (16 764 mm) above the lowest level of fire department vehicle access shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the IBC.
2. Open parking garages in accordance with Section 406.3 of the IBC.
3. Low-hazard special occupancies in accordance with Section 503.1.1 of the IBC.

Section 907.2.13.1.1 Area smoke detection.

Revise item #1, add two new items #3 and #4 and a new exception to Section 907.2.13.1.1, as follows:

907.2.13.1.1 Area smoke detection. Area smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall operate the emergency voice/alarm communication system in accordance with Section 907.5.2.2. Smoke detectors shall be located as follows:

1. In each mechanical equipment, or similar room which is not provided with sprinkler protection.
2. In each elevator machine room and in elevator lobbies.
3. In each transformer, telephone equipment and information technology equipment room.
4. In each electrical room (i.e., a room designed and dedicated to electrical distribution).

Exception: Mechanical equipment and similar rooms containing electrical equipment necessary for the operation of that equipment, such as motor control centers, variable frequency drives, service disconnects, building automation controls, and other similar electrical equipment are not required to be provided with smoke detection.

Section 907.4.1 Protection of fire alarm control unit.

Revise Section 907.4.1, as follows:

907.4.1 Protection of fire alarm control unit. In areas that are not continuously occupied, automatic smoke detection shall be provided at the location of each fire alarm control unit, notification appliance circuit power extenders and supervising station transmitting equipment.

Exceptions:

1. Where ambient conditions prohibit installation of smoke detector, a heat detector shall be permitted.
2. Dedicated function fire alarm systems shall not have smoke detectors installed.

Section 907.5.2.1.1 Average sound pressure.

Revise Section 907.5.2.1.1, as follows:

907.5.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (15 dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure levels shall be: 90 dBA in mechanical equipment rooms; and 80 dBA in other occupancies. One of the two methods below shall be utilized to ensure that the minimum sound level will be achieved:

(1) Audible notification devices shall be installed in each occupied area, including but not limited to spaces such as bathrooms, walk-in closets, storage rooms, and walk-in coolers/freezers.

(2) In lieu of providing audible notification devices within certain spaces, calculations may be performed in order to prove that the alarm signals from the proposed adjacent audible devices will achieve a minimum of 80 decibels inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed.

Section 907.5.2.1.1.1 Average sound pressure.

Add new Section, 907.5.2.1.1.1, as follows:

907.5.2.1.1.1 Where occupants are incapable of evacuating themselves because of age, physical or mental disabilities, or physical restraint, the private mode as described in NFPA 72, National Fire Alarm Code, shall be permitted to be used when allowed by the AHJ. Only the attendants and other personnel required to evacuate occupants from a zone, area, floor, or building shall be required to be notified when allowed by the AHJ. The notification shall include means to readily identify the zone, area, floor, or building in need of evacuation

Section 907.5.2.1.2 Maximum sound pressure.

Revise Section 907.5.2.1.2, as follows:

907.5.2.1.2 Maximum sound pressure. The maximum sound pressure level for audible alarm notification appliances shall be 110 dBA at the minimum hearing distance from the audible appliance. Where the average ambient noise is greater than 95 dBA, visible alarm notification appliances shall be provided in accordance with NFPA 72.

Section 907.5.2.3 Visible Alarms.

Revise Section 907.5.2.3, as follows:

907.5.2.3 Visible Alarms. Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.4.

Exceptions:

1. Visible alarm notification appliances are not required in alterations, when the building does not have visible alarm notification appliances installed anywhere within the building, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in exits as defined in Section 1002.1.
3. Visible alarm notification appliances shall not be required in elevator cars.

Section 907.6.3.1 Alarm Annunciator.

Revise Section 907.6.3.1, as follows:

907.6.3.1 Alarm Annunciator. All required annunciation means shall be readily accessible to responding personnel to facilitate an efficient response to a fire situation. A remote annunciator shall be provided inside the building at the main entrance of all buildings. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s). The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

Section 909.4.6 Duration of operation.

Revise Section 909.4.6, as follows:

[F] 909.4.6 Duration of operation. All portions of active or passive smoke control systems shall be capable of continued operation after detection of the fire event for a period of not less than 20 minutes.

Exception: An engineered analysis utilizing twice the estimated egress time to demonstrate that all occupants can safely evacuate shall be permitted.

Section 909.5.2 Opening protection.

Add a new Exception #6 to Section 909.5.2, as follows:

909.5.2 Opening protection. Openings in *smoke barriers* shall be protected by automatic-closing devices actuated by the required controls for the mechanical smoke control system. Door openings shall be protected by *fire door assemblies* complying with Section 715.4.3.

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. *Unchanged.*
5. *Unchanged.*
6. Door openings in *smoke barriers* shall be permitted to be protected by *self-closing* fire doors in the following locations:
   6.1 Guest rooms.
   6.2 Individual dwelling units.
   6.3 Mechanical rooms.
   6.4 Elevator machine rooms.
   6.5 Electrical rooms used exclusively for that purpose.
   6.6 Doors typically maintained in a closed position as approved by the Building Official.

Section 909.16 Fire-fighter's smoke control panel.

Revise Section 909.16, 909.16.1. 909.16.2, 909.16.3, as follows:

909.16 Fire-fighter's smoke control panel. The Fire-fighter's smoke control panels are regulated by the *International Fire Code*.

Section 909.17 System response time.

Revise Section 909.17, as follows:

909.17 System response time. Smoke-control system activation shall be initiated immediately after receipt of an appropriate automatic or manual activation command. Smoke control systems shall activate individual components (such as dampers and fans) in the sequence necessary to prevent physical damage to the fans, dampers, ducts and other equipment. For purposes of smoke control, the fire-fighter's smoke control panel response time shall be the same for automatic or manual smoke control action initiated from any other building control point. The total response time, including that necessary for detection, shut-down of operating equipment and smoke control system startup, shall allow for full operational mode to be achieved before the conditions in the space exceed the design smoke condition. Upon receipt of an alarm condition at the fire alarm control panel, fans, dampers and automatic doors shall have achieved their proper operating state and final status shall be indicated at the smoke control panel within 90 seconds. Verification –shall be reported in the required final report.

Section 909.18.8.3 Reports.

Revise Section 909.18.8.3 and 909.18.8.3.1, as follows:

909.18.8.3 Reports. A complete report of testing shall be prepared by the special inspector or special inspection agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or mark. The report shall be reviewed by the responsible registered design professional and, when satisfied that the design intent has been achieved, the responsible registered design professional shall seal, sign and date the report with a statement as follows:

"I have reviewed this report and by personal knowledge and on-site observation certify that the smoke-control system is in substantial compliance with the design intent, and to the best of my understanding complies with requirements of the code."

909.18.8.3.1 Report filing. A copy of the final report shall be filed with the code official and an identical copy shall be maintained in an approved location at the building.

Section 909.18.10 Alternative testing method.

Add a new Section 909.18.10, as follows:

909.18.10 Alternative testing method. When required by the Code Official, theatrical smoke or other approved tracer gases shall be used during final acceptance testing to visually verify air movement.

Section 909.20 Smokeproof enclosures.

Revise S*ection 909.20, as follows:*

909.20 Smokeproof enclosures. Where required by Section 1022.9, a smokeproof enclosure shall be constructed in accordance with this section. A smokeproof enclosure shall consist of an enclosed interior *exit stairway* that conforms to Section 1022.1 and an open exterior balcony or pressurized stairway enclosure and vestibule meeting the requirements of this section. Where access to the roof is required by the *International Fire Code*, such access shall be from the smokeproof enclosure where a smokeproof enclosure is required.

Sections 909.20.1 through 909.20.3.3 remain with no changes.

Section 909.20.4 Stair and vestibule pressurization alternative.

Delete Section 909.20.4 in its entirety and replace, as follows:

909.20.4 Stair and vestibule pressurization alternative. The provisions of Sections 909.20.4.1 through 909.20.4.3 shall apply to smokeproof enclosures using a pressurized stairway enclosure and pressurized entrance vestibule.

909.20.4.1 Vestibule doors. The door assembly from the building into the vestibule shall be a fire door assembly complying with Section 715.4. The door assembly from the vestibule to the pressurized stairway enclosure shall not have less than a 20-minute fire protection rating and meet the requirements for a smoke door assembly in accordance with Section 715.4.3. The door shall be installed in accordance with NFPA 105.

909.20.4.2 Pressure difference. The stair enclosure shall be pressurized to a minimum of 0.05 inch of water gage (12.44 Pa) positive pressure relative to the vestibule with all stairway doors closed under the maximum anticipated stack pressures. The vestibule with doors closed shall have a minimum of 0.05 inch of water gage (12.44 Pa) positive pressure relative to the fire floor. The pressure difference across doors shall not exceed 30 lbs (133-N) maximum force to begin opening the door.

909.20.4.3 Dampered relief opening. A controlled relief vent discharging a minimum of 2,500 cfm (1180 L/s) of air at the design pressure difference shall be located in the upper portion of the pressurized stairway enclosure.

Section 909.20.5 Stair pressurization alternative.

Revise Section 909.20.5 and add a new subsection 909.20.5.1, as follows:

909.20.5 Stair pressurization alternative. Where the building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, the vestibule is not required, provided that interior *exit stairways* are pressurized to a minimum of 0.10 inches of water (25Pa) and a maximum of 0.35 inches of water (87Pa) in the shaft relative to the building measured with all *stairway* doors closed under maximum anticipated conditions of stack effect and wind effect. The pressure difference across doors shall not exceed 30 lbs (133-N) maximum force to begin opening the door.

909.20.5.1 Dampered relief opening. A controlled relief vent discharging a minimum of 2,500 cfm (1180 L/s) of air at the design pressure difference shall be located in the upper portion of the pressurized exit enclosure.

Section 910.3.2.2 Sprinklered buildings.

Revise Section 910.3.2.2, as follows:

910.3.2.2 Sprinklered buildings. Where installed in buildings provided with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically by actuation of a heat-responsive device rated at a minimum temperature of 360º F (182º C).

Section 910.3.5 Draft curtains.

Revise Section 910.3.5, as follows:

910.3.5 Draft curtains. Where required by Table 910.3, draft curtains shall be installed only in non-sprinklered buildings on the underside of the roof in accordance with this section.

Section 911.1.3 Size.

Revise Section 911.1.3, as follows:

911.1.3 Size. The fire command center shall be a minimum of 0.015 percent of the total building area of the facility served or 200 square feet (19m^2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area, or 10 feet (3048 mm), whichever is greater.

Section 911.1.5 Required features.

Revise Section 911.1.5, as follows:

911.1.5 Required features. The fire command center shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication control unit.
2. The fire department communication system.
3. Fire detection and alarm system annunciator.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicator and controls for air distribution systems, including smoke removal systems where required by Section 403.4.6.
6. The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building.
7. Controls for unlocking stairway doors simultaneously.
8. Sprinkler valve and waterflow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. Current approved building plans including the Master Egress Plans, approved fire protection system shop drawings, approved Smoke Control Diagrams, the approved Fire Protection Report, fire/emergency preplans for the facility and manufacturers' operation manuals for all fire protection and life safety systems.
13. A new work table with a minimum size of three (3) feet by seven (7) feet capable of holding plans in an open position.
14. Generator supervision devices, manual start and transfer features.
15. Public address system, where specifically required by other sections of this code.
16. Elevator fire recall switch in accordance with ASME A17.1.

17. Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.
18. An approved white board with a minimum size of three (3) feet by four (4) feet capable of easy erasure, with a marking device and an eraser attached.
19. Separate shunt trip switches for normal and emergency power.

Section 916 Fire Riser Rooms

Add a new Section 916, as follows:

Section 916 Fire Riser Rooms

916.1 Where required. A dedicated fire riser room shall be required in accordance with Section 916 of the International Fire Code.

916.2 Exterior Access Door. Fire riser rooms shall have an exterior access door with a minimum width of 36 inches (914 mm) and a minimum height of 80 inches (2032 mm).

> **Exception**: For high-rise, terminal, and covered mall buildings, secondary fire risers may be contained in fire riser rooms that are located in dedicated rooms with direct corridor access inside the building without direct access from the exterior.

916.3 Protection. Fire riser rooms shall be separated from the rest of the building by 1-hour fire partitions.

916.4 Conditioning. Fire riser rooms shall be conditioned to maintain a minimum temperature of 40º F and a maximum temperature of 100º F. Heating and cooling units shall be permanently wired.

> **Exception:** Where the riser room does not contain a Fire Alarm Control Unit or spare sprinklers heads, the riser room shall not be required to be conditioned for maximum temperature.

916.5 Lighting. Permanently installed artificial lighting with back-up power shall be provided for the riser room.

916.6 Size. The riser room shall have a minimum area of 16 square feet (1.49 m^2), with a minimum dimension of 4 feet, for the first sprinkler riser, plus an additional 9 square feet (0.84 m^2) for each additional riser contained.

916.7 Clearances for a fire alarm control unit. Where a fire alarm control unit is located in the fire riser room, the unit shall be located so that there is a minimum clearance in accordance with the electrical code.

Section 1006.3 Illumination emergency power.

Revise Section 1006.3, as follows:

1006.3 Illumination emergency power. The power supply for *means of egress* illumination shall normally be provided by the premises' electrical supply.

In the event of power failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. *Aisles* and unenclosed egress *stairways* in rooms and spaces that require two or more *means of egress*.

2. *Corridors*, *exit enclosures* and *exit passageways* in buildings required to have two or more *exits*.

3. Exterior egress components at other than their *levels of exit discharge* until *exit discharge* is accomplished for buildings required to have two or more *exits*.

4. Interior *exit discharge* elements, as permitted in Section 1027.1, in buildings required to have two or more *exits*.

5. Exterior landings as required by Section 1008.1.6 for *exit discharge* doorways in buildings required to have two or more *exits*.

6. Electrical equipment rooms, *fire command centers*, fire pump rooms, PBX rooms, and generator rooms.

7. Public restrooms which are greater than 64 square feet (5.9 square meters) and accessed by *means of egress* components which are required to have emergency illumination.

The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator. The installation of the emergency power system shall be in accordance with Chapter 27.

Section 1007.1 Accessible means of egress required.

Revise Section 1007.1, as follows:

1007.1 Accessible means of egress required. *Accessible means of egress* shall comply with this section. *Accessible* spaces shall be provided with not less than one *accessible means of egress*. Where more than one *means of egress* are required by Section 1015.1 or 1021.1 from any *accessible* space, each *accessible* portion of the space shall be served by not less than two *accessible means of egress*.

Exceptions:

1. *Accessible means of egress* are not required in alterations to existing facilities.
2. One *accessible means of egress* is required from an *accessible mezzanine* level in accordance with Section 1007.3, 1007.4 or 1007.5.
3. In assembly areas with sloped or stepped *aisles*, one *accessible means of egress* is permitted where the common path of travel from the wheelchair space is *accessible* and meets the requirements in Section 1028.8.

Section 1008.1.4.5 Security grilles.

Revise Section 1008.1.4.5, as follows:

1008.1.4.5 Security grilles. In Groups A-2 and A-3 with occupant loads less than 300, and Groups B, F, M, and S, horizontal sliding or vertical security grilles are permitted at the main exit and shall be openable from the inside without the use of a key or special knowledge or effort during periods that the space is occupied. The grilles shall remain secured in the full-open position during the period of occupancy by the general public. Where two or more *means of egress* are required, not more than one-half of the *exits* or *exit access doorways* shall be equipped with horizontal sliding or vertical security grilles.

Section 1008.1.5 Floor elevation.

Revise Section 1008.1.5, as follows:

1008.1.5 Floor elevation. There shall be a floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal (2-percent slope).

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. *Unchanged.*
5. *Unchanged.*
6. A single step with a maximum height of 7 inches (178 mm) is permitted for doors serving building equipment rooms that are not normally occupied and are not required to be accessible by Chapter 11.

Section 1008.1.8 Door arrangement.

Revise Section 1008.1.8, as follows:

1008.1.8 Door arrangement. Space between two doors in a series shall be 48 inches (1219 mm) minimum plus the width of a door swinging into the space. Doors in a series shall swing either in the same direction or away from the space between the doors.

Exceptions:

1. The minimum distance between horizontal sliding power-operated doors in a series shall be 48 inches (1219 mm).
2. Storm and screen doors serving individual dwelling units in Groups R-2 and R-3 need not be spaced 48 inches (1219 mm) from the other door.
3. Doors within individual dwelling units in Groups R-2 and R-3 other than within Type A dwelling units.
4. The space between doors serving access vestibules of smokeproof enclosures shall be permitted to be in accordance with Section 909.20.1.

Section 1008.1.9.7 Delayed egress locks.

Revise Section 1008.1.9.7, as follows:

1008.1.9.7 Delayed egress locks. *Approved*, *listed*, delayed egress locks shall be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings which are equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or an *approved* automatic smoke detection system installed in accordance with Section 907, provided that the doors unlock in accordance with Items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an *exit*.

1. The doors unlock upon actuation of the *automatic sprinkler system* or automatic smoke detection system.
2. The door unlock upon loss of power controlling the lock or lock mechanism.
3. The door locks shall have the capability of being unlocked by a signal from the fire command center.
4. The initiation of an irreversible process which will release the latch in not more that 15 seconds when a force of not more that 15 pounds (67 N) is applied for 1 second to the release device. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the door lock has been released by the application of force to the releasing device, relocking shall be by manual means only.
5. A sign shall be provided on the door located above and within 12 inches (305 mm) of the release device reading: PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 SECONDS.
6. Emergency lighting shall be provided at the door.

Section 1008.1.9.10 Stairway doors.

Revise Section 1008.1.9.10, as follows:

1008.1.9.10 Stairway doors. *Interior stairway means of egress* doors shall be operable from both sides without the use of a key or special knowledge or effort.

Exceptions:

1. *Stairway* discharge doors shall be openable from the egress side and shall only be locked from the opposite side.
2. This section shall not apply to doors arranged in accordance with Section 403.5.3.
3. In *stairways* serving buildings other than high-rise buildings, doors are permitted to be locked from the side opposite the egress side, provided they are openable from the egress side. Except for exit discharge doors, the stairway doors shall be automatically unlocked simultaneously without unlatching upon any of the following: a signal from the fire command center, if present, or a signal by emergency personnel from an approved location inside the building; activation of a fire alarm system or a fire sprinkler system in an area served by the stairway; or failure of the power supply.
4. Upon approval of the *building official*, stairway doors opening directly into privately owned residential units or leased tenant spaces are permitted to be locked from the side opposite the egress side, provided they are openable from the egress side. The doors are permitted to unlock without unlatching only upon signal from the fire command center, if present, or a signal by emergency personnel from an approved location inside the building.

Section 1008.3 Turnstiles.

Revise Section 1008.3, as follows:

1008.3 Turnstiles. Turnstiles or similar devices that restrict travel to one direction shall not be placed so as to obstruct any required *means of egress*.

Exception: Each turnstile or similar device shall be credited with no more than a 50-person capacity where all of the following provisions are met:

1. Each device shall turn free in the direction of egress travel when primary power is lost.

2. Such devices are not given credit for more than 50 percent of the required egress capacity.

3. Each device is not more than 39 inches (991 mm) high.

4. Each device has at least 16½ inches (419 mm) clear width at and below a height of 39 inches (991 mm) and at least 22 inches (559 mm) clear width at heights above 39 inches (991 mm).

5. Buildings are protected throughout by an approved automatic sprinkler system or an approved automatic smoke detection system.

6. Each device shall automatically turn free in the direction of egress travel upon activation of the automatic sprinkler system or the smoke detection system. The device shall remain unlocked until the fire protection system is reset.

Where located as part of an *accessible route*, turnstiles shall have at least 36 inches (914 mm) clear at and below a height of 34 inches (864 mm), at least 32 inches (813 mm) clear width between 34 inches (864 mm) and 80 inches (2032 mm) and shall consist of a mechanism other than a revolving device.

Section 1011.6 Floor proximity exit signs.

Add a new Section 1011.6, as follows:

1011.6 Floor proximity exit signs. Where exit signs are required by Section 1011.1, additional approved floor proximity exit signs that are internally or externally illuminated shall be provided in all corridors serving residential units in Group R-1 occupancies and Group R-2 occupancies with transient use. The bottom of each such sign shall not be less than 6 inches (152 mm) nor more that 18 inches (455 mm) above the floor level and shall indicate the path of exit travel. For exit and exit-access doors, the sign shall be mounted on the door or adjacent to the door, with the nearest edge of the sign within 4 inches (102 mm) of the door frame.

Section 1012.9 Intermediate handrails.

Add new Exception to Section 1012.9, as follows:

1012.9 Intermediate handrails. *Stairways* shall have intermediate *handrails* located in such a manner that all portions of the *stairway* width required for egress capacity are within 30 inches (762 mm) of a *handrail*. On monumental *stairs*, *handrails* shall be located along the most direct path of egress travel.

Exception: Stairs less than 88 inches in width.

Section 1015.2.2 Three or more exits or exit access doorways.

Revise Section 1015.2.2, as follows:

1015.2.2 Three or more exits or exit access doorways. Where access to three or more *exits* is required, at least two *exit* doors or *exit access doorways* shall be arranged in accordance with the provisions of Section 1015.2.1. Additional *exits* or *exit access doorways* shall be distributed so that if one becomes blocked, the others will be available.

Section 1016.3 Corridor increases.

Add a new Section 1016.3, as follows:

1016.3 Corridor increases. The travel distances specified in Table 1016.1 may be increased up to an additional 100 feet (30 480 mm) provided that the last portion of exit access leading to the exit occurs within a minimum one-hour fire-resistance rated corridor. The length of such corridor shall not be less than the amount of increase taken, in feet (mm).

Section 1021.1 Exits from stories.

Revise Section 1021.1, as follows:

1021.1 Exits from stories. All spaces within each *story* shall have access to the minimum number of *approved* independent *exits* as specified in Table 1021.1 based on the *occupant load* of the *story*. For the purposes of this chapter, occupied roofs shall be provided with *exits* as required for stories.

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. In Group R-1, R-2 and R-3 occupancies, one *means of egress* is permitted within and from individual sleeping or dwelling units with a maximum *occupant load* of 20 where the sleeping or dwelling unit is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.

Section 1022.3 Openings and penetrations.

Revise Section 1022.3, as follows:

1022.3 Openings and penetrations. *Exit enclosure* opening protectives shall be in accordance with the requirements of Section 715.

Openings in *exit enclosures* other than unprotected exterior openings shall be limited to those necessary for *exit access* to the enclosure from normally occupied spaces and for egress from the enclosure.

Elevators shall not open into an *exit enclosure*.

Exceptions:

1. In buildings required to comply with Section 403 or 405, each of the *exit enclosures* serving a *story* with a floor surface located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access or more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge, and accessed by way of a vestibule in accordance with Section 1022.9.2 are permitted to provide a second vestibule providing access into the required vestibule for areas considered normally non-occupied spaces. The second vestibule is required to be constructed in accordance with Section 909.20 and provided with automatic closing opening protection in accordance with Section 715. Smoke detection connected to the building fire alarm system shall be provided within the second vestibule.

2. In buildings not required to comply with Sections 403 or 405, each of the *exit enclosures* are permitted to provide a vestibule between the floor and the *exit enclosure* for areas considered normally non-occupied spaces. The vestibule is required to be constructed in accordance with Section 909.20 and provided with automatic closing opening protection in accordance with Section 715. Smoke detection connected to the building fire alarm system shall be provided within the vestibule.

Section 1022.9 Smokeproof enclosures and pressurized stairways.

Revise Section 1022.9, as follows:

1022.9 Smokeproof enclosures and pressurized stairways. In buildings required to comply with Section 403 or 405, each of the *exit enclosures* serving a *story* with a floor surface located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access or more than 30 feet (9144 mm) below the finished floor of a *level of exit discharge* serving such stories shall be a *smokeproof enclosure* or pressurized *stairway* in accordance with Section 909.20. Pressurization shall occur automatically upon activation of an *approved* fire alarm system.

Section 1024.1 General.

Revise Section 1024.1, as follows:

1024.1 General. *Approved* luminous egress path markings delineating the exit path shall be provided in exit enclosures in buildings of Groups A, B, E, I, M and R-1 having occupied floors located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access in accordance with Sections 1024.1 through 1024.5.

Exceptions:

1. Luminous egress path markings shall not be required on the *level of exit discharge* in lobbies that serve as part of the exit path in accordance with Section 1027.1, Exception 1.

2. Luminous egress path markings shall not be required in areas of *open parking garages* that serve as part of the exit path in accordance with Section 1027.1, Exception 3.

3. Luminous egress path markings shall not be required in exit enclosures that do not serve a *story* located more than 55 feet above the lowest level of fire department vehicle access.

Section 1026.2 Use in a means of egress.

Revise Section 1026.2, as follows:

1026.2 Use in a means of egress. *Exterior exit stairways* shall not be used as an element of a required *means of egress* for Group I-2 occupancies. For occupancies in other than Group I-2, *exterior exit ramps* and *stairways* shall be permitted as an element of a required *means of egress* for buildings not exceeding six stories above *grade plane* or having occupied floors more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Section 1028.6.2.3 Automatic sprinklers.

Revise Section 1028.6.2.3, as follows:

1028.6.2.3 Automatic sprinklers. Enclosed areas with walls and ceilings in buildings or structures containing *smoke-protected assembly seating* shall be protected with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1.

> **Exception:** Outdoor seating facilities where seating and the *means of egress* in the seating area are essentially open to the outside.

Section 1102.1 Definitions.

Revise Section 1102.1, "Self-Service Storage Facility" definition, as follows:

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing property on a self-service basis.

Section 1107.6.2.1 Apartment houses, condominiums, monasteries and convents.

Revise Section 1107.6.2.1, as follows:

1107.6.2.1 Apartment houses, condominiums, monasteries and convents. *Type A units* and *Type B units* shall be provided in apartment houses, condominiums, monasteries and convents in accordance with Sections 1107.6.2.1.1 and 1107.6.2.1.2.

Section 1203.1 General.

Revise Section 1203.1, as follows:

1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code* or Section 1203.6.

Section 1203.2 Attic spaces.

Revise Section 1203.2, as follows:

1203.2 Attic spaces. Where determined necessary by the *building official* due to atmospheric or climatic conditions, enclosed attics and enclosed rafter spaces formed where ceiling are applied directly to the underside of roof framing members shall have cross ventilation openings for each separate space by ventilating openings protected against the entrance of rain and snow. Blocking and bridging shall be arranged so as not to interfere with the movement of air. A minimum of 1 inch (25 mm) of airspace shall be provided between the insulation and the roof sheathing. The net free ventilating area shall not be less than $^{1}/_{300}$ of the area of the space ventilated, with 50 percent of the required ventilating area provided by ventilators located in the upper portion of the space to be ventilated at least 3 feet (914 mm) above eave or cornice vents with the balance of the required ventilation provided by eave or cornice vents.

Section 1203.4.1.3 Guest rooms and habitable rooms.

Add new Sections 1203.4.1.3, 1203.4.1.4, and 1203.4.1.5, as follows:

1203.4.1.3 Guest rooms and habitable rooms. Guest rooms and habitable rooms within a dwelling unit or congregate residence in R occupancies, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 5 square feet (0.46 m^2).

1203.4.1.4 Bathrooms, water closets, laundry rooms and similar rooms in R occupancies. Bathrooms, water closet compartments, laundry rooms and similar rooms in R occupancies, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 1.5 square feet (0.14 m^2).

1203.4.1.5 Toilet rooms. Toilet rooms, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 3 square feet (0.28 m^2), or a vertical duct not less than 100 square inches (64 516 mm^2) in area for the first water closet plus 50 square inches (32 258 mm^2) of additional area for each additional water closet.

Section 1203.4.2.1 Bathrooms.

Delete Section 1203.4.2.1 in its entirety.

Section 1203.6 Mechanical ventilation.

Add new Section 1203.6 through 1203.6.5.2, as follows:

1203.6 Mechanical ventilation. Mechanically operated ventilation systems shall be in accordance with the *International Mechanical Code* or Sections 1203.6.1 through 1203.6.5.

1203.6.1 General. In all enclosed portions of Groups A, B, E, F, H, I, M and S Occupancies customarily occupied by human beings, when mechanically operated ventilation systems are provided in lieu of required exterior openings for natural ventilation, such system shall be capable of supplying a minimum of 15 cubic feet per minute (7 L/s) of outside air per occupant in all portions of the building during such time as the building is occupied. If the velocity of the air at a register exceeds 10 feet per second (3 m/s), the register shall be placed more than 8 feet (2438 mm) above the floor directly beneath. Such exterior openings shall open directly onto a public way or a yard or court as set forth in Section 1206.

In toilet rooms, if mechanically operated systems are to be utilized for required ventilation, such systems shall be capable of providing a complete change of air every 15 minutes. Such mechanically operated exhaust systems shall be connected directly to the outside, and the point of discharge shall be at least 3 feet (914 mm) from any opening that allows air entry into occupied portions of the building.

1203.6.2 Groups B, F, M and S Occupancies. In all buildings classified as Groups B, F, M and S Occupancies or portions thereof where Class I, II or III-A liquids are used, a mechanically operated exhaust ventilation system shall be provided sufficient to produce a minimum of six air changes per hour. Such exhaust ventilation shall be taken from a point at or near the floor level.

1203.6.3 Group H Occupancies. All Group H Occupancies shall comply with the *International Fire Code*, *International Mechanical Code* and Section 415. In Group H, Division 5 Occupancies, mechanical exhaust ventilation shall be provided in accordance with 415.8.2.6, 415.8.4.3, 415.8.5.7, 415.8.10.2 and other appropriate Sections of this code. Rooms, areas or spaces of Group H Occupancies in which explosive, corrosive, combustible, flammable or highly toxic dusts, mists, fumes, vapors or gases are or may be emitted due to the processing, use, handling or storage of materials shall be mechanically ventilated as required by Section 414.3, the *International Fire Code*, and the *International Mechanical Code*.

1203.6.4 Group R Occupancies. In Group R Occupancies, in lieu of required exterior openings for natural ventilation, a mechanically operated ventilation system may be provided. Such system shall be capable of providing two air changes per hour in guest rooms, dormitories, habitable rooms and in public corridors with a minimum of 15 cubic feet per minute (7 L/s) of outside air per occupant during such time as the building is occupied.

In lieu of required exterior openings for natural ventilation in bathrooms containing a bathtub, shower or combination thereof, laundry rooms, and similar rooms, a mechanically operated ventilation system capable of providing a minimum of five air changes per hour shall be provided. Such systems shall be connected directly to the outside, and the point of discharge shall be at least 3 feet (914 mm) from any opening that allows air entry into occupied portions of the building. Bathrooms that contain only a water closet, lavatory or combination thereof and similar rooms may be ventilated with an approved mechanical re-circulating fan or similar device designed to remove odors from the air.

1203.6.5 Motor Vehicle Related Occupancies.

1203.6.5.1 Repair garage. Ventilation in repair garages shall be in accordance with Section 406.6.3.

1203.6.5.2 Enclosed parking garages. Ventilation in enclosed parking garages shall be in accordance with Section 406.4.2.

Section 1603.1 General.

Add new Exception #7 to Section 1603.1, as follows:

(...)

7. Average dead loads for roofing and flooring materials.

Table 1607.1 Minimum Uniformly Distributed Live Loads, and Minimum Concentrated Live Loads

Add footnote "m" for item #27 in Table 1607.1, as follows:
(Remainder of Table and footnotes remain unchanged)

OCCUPANCY OR USE	UNIFORM (psf)	CONCENTRATED (lbs)
27 Residential		
One- and two- family dwellings		
Uninhabitable attics without storage i, m	10	
Uninhabitable attics with limited storage i, j, k, m	20	
Habitable attics and sleeping areas	40	----
All other areas	40	
Hotels and multiple-family dwellings		
Private rooms and corridors serving them	40	
Public rooms and corridors serving them	100	

[m.] Attics, designed per uniform loads described for uninhabitable attics, are not required to be designed for the additional concentrated load of Item 31

Section 1609.1.1 Determination of wind loads.

Add a new exception #7 to Subsection 1609.1.1, as follows:

Exceptions:

(...)

7. Solid and freestanding walls up to and including 10' (3.05m) above the highest adjacent grade and designed using the provisions of ASCE 7 section 6.5.14 need only consider CASE A of Figure 6-20 with a C_f factor equal to 1.40 and the resultant applied at the mid-height of the wall.

Section 1610.1 General.

Revise Section 1610.1 and add a new Subsection 1610.1.1, as follows:

1610.1 General. Foundation walls and retaining walls shall be designed to resist lateral soil loads. When a geotechnical report is not required by the building official the design active pressure shall be 45 psf/ft and the at-rest pressure shall be 60 psf/ft. Foundation walls and other walls in which horizontal movement is restricted at the top shall be designed for at-rest pressure, unless specified otherwise in a soil investigation report approved by the building official. Retaining walls free to move and rotate at the top shall be permitted to be designed for active pressure. Design lateral pressure from surcharge loads shall be added to the lateral earth pressure load. Design lateral pressure shall be increased if soils at the site are expansive. Foundation walls shall be designed to support the weight of the full hydrostatic pressure of undrained backfill unless a drainage system is installed in accordance with Sections 1805.4.2 and 1805.4.3.

1610.1.1 Seismic load due to lateral earth pressure. All basement, foundation, and retaining walls in seismic design categories D, E, or F shall be designed to resist the seismic load due to the lateral earth pressure based on the following equations.

For yielding walls: $3/8\ (k_H)$ (backfill soil density) $(H)^2$ (Equation 16-35a)
For nonyielding walls: (k_H) (backfill soil density) $(H)^2$ (Equation 16-35b)

Where k_H (peak ground acceleration) = $S_{DS} / 2.5$
H = the height of the backfill behind the wall

These equations represent the dynamic (seismic) lateral thrust. The point of application of the resultant dynamic thrust is taken at a height of 0.6H above the base of the wall. This is represented as an inverted trapezoidal pressure distribution.

Section 1612.3 Establishment of flood hazard areas.

Revise Section 1612.3, as follows:

1612.3 Establishment of flood hazard areas. To establish *flood hazard areas*, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Clark County, Nevada and Incorporated Areas," most current edition, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

Section 1613.1. Scope.

Revise Exception #1 to Section 1613.1, as follows:

1613.1. Scope. Every structure, and portion thereof, including nonstructural components that are permanently attached to structures and their supports and attachments, shall be designed and constructed to resist the effects of earthquake motions in accordance with ASCE 7, excluding Chapter 14 and Appendix 11A. The seismic design category for a structure is permitted to be determined in accordance with Section 1613 or ASCE 7.

Exceptions:
1. Detached one- and two-family dwellings, assigned to Seismic Design Category A or B
2. The seismic-force-resisting system of wood-framed buildings that conform to the provisions of Section 2308 are not required to be analyzed as specified in this section.
3. Agricultural storage structures intended only for incidental human occupancy.
4. Structures that require special consideration of their response characteristics and environment that are not addressed by this code or ASCE 7 and for which other regulations provide seismic criteria, such as vehicular bridges, electrical transmission towers, hydraulic structures, buried utility lines and their appurtenances and nuclear reactors.

Section 1613.5.1 Mapped acceleration parameters.

Revise Subsection 1613.5.1, as follows:

1613.5.1 Mapped acceleration parameters. The parameters S_S and S_1 shall be determined from the 0.2 and 1-second spectral response accelerations shown on Figures 1613.5(1) through 1613.5(14) or from the 0.2 and 1-second spectral response accelerations with 2% probability of exceedance in 50 years using the latest probabilistic maps or data made available by the United States Geological Survey. Where S_1 is less than or equal to 0.04 and S_S is less than or equal to 0.15, the structure is permitted to be assigned to Seismic Design Category A.

Section 1613.5.2 Site class definitions.

Add new paragraph at the end of Subsection 1613.5.2, as follows:

Additionally, where allowed by the Building Official, the Registered Design Professional may determine the site class by utilizing values from the Clark County Shear Wave Velocity Profile Map (CCSWVPM). The CCSWVPM may not provide coverage in all areas and is not intended to preclude the use of other site specific testing methods to determine site class.

Section 1613.5.5 Site classification for seismic design.

Revise the last paragraph in Subsection 1613.5.5, as follows:

The rock categories, Site Classes A and B, shall not be used if there is more than 10 feet (3048 mm) of soil between the rock surface and the bottom of the spread footing or mat foundation. This provision shall be required when the average soil shear wave velocity, v_s, within 10 feet of the foundation bottoms is less than 2,500 fps.

Section 1613.5.5.1 Steps for classifying a site.

Add a new item #4 to Subsection 1613.5.5.1, as follows:

4. To classify a site as a site class A, B, or C per Table 1613.5.2 a minimum of one exploration to a depth of 100 feet is required per 40 acres or any portion thereof. The 100-foot exploration can be accomplished using any of the three methods outlined in Section 1613.5.5. A 100-foot exploration within 1,000 feet of the proposed site may be included in the total number of required explorations, but at least one 100-foot exploration must be located within the site boundaries. 100-foot exploration locations shall be determined by the registered design professional, but should be adequately spaced to classify the entire site. Additional 100-foot explorations may be required by the building official if soil conditions are variable across the site. Unless the soil shear wave velocity test is utilized, one test, N_i or s_{ui}, must be performed at ten foot intervals for the entire 100-foot exploration. Each distinctly different soil layer must also be tested. The same test used for a distinct soil layer may also be used for the ten foot interval provided the test interval does not exceed ten feet.

Section 1704.1 General.

Revise Section 1704.1, Exception #3, as follows:

3. Unless otherwise required by the building official, special inspections are not required for detached 1 & 2 family dwellings as applicable in Section 101.2 and occupancies in Group U that are accessory to a residential occupancy including, but not limited to, those listed in Section 312.1"

Section 1704.1.2 Report requirement.

Revise Subsection 1704.1.2, as follows:

1704.1.2 Report requirement. Special inspectors shall keep records of required special inspections. The special inspector shall furnish inspection reports to the *building official*, and to the *registered design professional in responsible charge*. Reports shall indicate that work inspected was or was not completed in conformance to *approved construction documents*. Discrepancies shall be brought to the immediate attention of the contractor for correction. If they are not corrected, the discrepancies shall be brought to the attention of the *building official* and to the registered design professional in responsible charge in writing prior to the completion of that phase of the work. A final report documenting required *special inspections* and correction of any discrepancies noted in the inspections shall be submitted to the *building official* prior to the final inspection.

Section 1704.4 Concrete construction.

Revise the exceptions in Section 1704.4, as follows:

1704.4 Concrete construction. The *special inspections* and verifications for concrete construction shall be as required by this section and Table 1704.4.

Exception: *Special inspections* shall not be required for:

1. Isolated spread and/or continuous concrete footings supporting walls of buildings three stories or less above *grade plane* that are fully supported on earth or rock where:
   1.1 The footings are designed in accordance with Table 1809.7; or
   1.2 The structural design of the footing is based on a specified compressive strength, $f'c$, no greater than 2,500 pounds per square inch (psi) (17.2 MPa),

   regardless of the compressive strength specified in the *construction documents* or used in the footing construction.

2. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 pounds per square inch (1.03 MPa).

3. Concrete patios, driveways and sidewalks, on grade.

Section 1704.5 Masonry construction.

Revise the exceptions in Section 1704.5, as follows:

1704.5 Masonry construction. Masonry construction shall be inspected and verified in accordance with the requirement of Section 1704.5.1 through 1704.5.3, depending on the *occupancy category* of the building or structure.

Exception: *Special inspections* shall not be required for:

1. Empirically designed masonry, glass unit masonry or masonry veneer designed by Section 2109, 2110, or Chapter 14, respectively, or by Chapter 5,6, or 7 of TMS 402/ACI 530/ASCE 5, respectively , when they are part of structures classified as *Occupancy Category* I, II, or III in accordance with Section 1604.5.
2. Masonry fireplaces, masonry heaters or masonry chimneys installed or constructed in accordance with Section 2111, 2112, or 2113, respectively.

3. Masonry fences less than or equal to 8’-0” in height, retaining walls less than or equal to 6’-0” in height or combined masonry fences and retaining walls less than or equal to 14’-0” in overall height with the retaining wall portion less than or equal to 6’-0” in height and the fence portion less than or equal to 8'-0" in height provided that the walls are designed in accordance with Chapter 2 of TMS 402/ACI 530/ASCE 5 with allowable stresses for masonry reduced by one half and f’m does not exceed 1500 psi. Wall heights shall be measured from the top of footing to top of wall.

Section 1704.7 Soils.

Revise the exception in Section 1704.7, as follows:

Exception: Where Section 1803 does not require reporting of materials and procedures for fill placement, the in-place dry density of the compacted fill shall not be less than 90 percent of the maximum dry density at optimum moisture content determined in accordance with ASTM D 1557.

Table 1704.7 Required Verification and Inspection of Soils.

Revise Table 1704.7, as follows:

Table 1704.7
REQUIRED VERIFICATION AND INSPECTION OF SOILS

Verification and Inspection Task	Continuous During Task Listed	Periodically During Task Listed
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	—	X
2. Verify excavations are extended to proper depth and have reached proper material.	—	X
3. Perform classification and testing of compacted fill materials.	—	X
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill and other grading activities requiring special inspection.	—	X
a. All soils not meeting the requirements of category b.	—	X
b. Moderately, highly or critically expansive soils, hydrocollapsible soils, soluble soils, and/or soils requiring chemical or mechanical (geosynthetics) stabilization are encountered. Construction or stabilization of cut or fill slopes exceeding 5 feet in height, or any site requiring that fill be placed on a natural slope, an existing cut slope, or an existing fill slope steeper than 5:1.	X	—
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	—	X

Section 1704.17 Amusement and transportation systems special cases.

Add a new Section 1704.17, as follows:

1704.17 Amusement and transportation systems special cases. When testing or verification is required by the manufacturer or specified by the building official, the testing and verification shall occur during the initial installation, operational testing and annual renewal of the certificate of operation.

Section 1710.2 Structural observations for seismic resistance.

Revise item #5 in Section 1710.2, as follows:

1710.2 Structural observations for seismic resistance. Structural observations shall be provided for those structures assigned to Seismic Design category D, E, or F, as determined in Section 1613, where one or more of the following conditions exist:

1. The structure is classified as Occupancy Category III or IV in accordance with Table 1604.5.
2. The height of the structure is greater than 75 feet (22,860 mm) above the base.
3. The structure is assigned to Seismic Design Category E, is classified as Occupancy Category I or II in accordance with Table 1604.5, and is greater than two stories above grade plane.
4. When so designated by the registered design professional responsible for the structural design.

Additionally, structural observations shall be provided when such observation is specifically required by the building official, regardless of the seismic design category.

Section 1803.1 General.

Revise Section 1803.1, as follows:

1803.1 General. Geotechnical investigations shall be conducted in accordance with Section 1803.2 and reported in accordance with Section 1803.6. Where required by the building official or where geotechnical investigations involve in-situ testing, laboratory testing or engineering calculations, such investigations shall be conducted by a registered design professional.

All projects exempt from a geotechnical report shall assume a maximum presumptive load bearing value of 1,000 psf for the vertical foundation pressure, 100 psf/ft for the lateral bearing pressure, 0.25 for the coefficient of friction for lateral sliding resistance, and an Exposure Class S2 (severe sulfate exposure level).

Section 1803.2 Investigations required.

Revise Section 1803.2, as follows:

1803.2 Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5.

Geotechnical investigations shall be prepared by a registered design professional. Recommendations included in the report and approved by the building official shall be incorporated in the construction documents. Geotechnical investigations shall be required for all projects that require new foundations.

Exemptions. At the option of the building official, the following projects may be exempted from having a geotechnical investigation:

1. Single story structures, additions, or remodels with a footprint less than 600 square feet.
2. Fences.
3. Site retaining walls less than 4 feet in retained height.

4. Mobile homes, trailers, modular buildings that do not have concrete or masonry foundations.
5. Pre-engineered carports.
6. Signs, light poles, and communication towers less than 40 feet in height.

Section 1803.3.2 Minimum Exploration Requirements.

Add a new Subsection 1803.3.2, Minimum Exploration Requirements, as follows:

1803.3.2 Minimum Exploration Requirements. The minimum exploration requirements are as follows:

1. For areas less than or equal to one acre, a minimum of two explorations.
2. For areas greater than one acre, but less than five acres, a minimum of one exploration for the first acre and one for each additional two acres, or portion thereof.
3. For areas greater than five acres, but less than twenty acres, a minimum of three explorations plus one additional exploration for each three acres or fraction thereof above five.
4. For areas greater than twenty acres, a minimum of eight explorations plus one additional exploration for each five acres or fraction thereof above twenty.
5. Building additions of less than 2,000 square feet shall require a minimum of one exploration.
6. For signs, light poles, and communication towers whose locations are known and only that area of the site is to be developed, a minimum of one exploration is required.
7. The minimum depth of the exploration shall be fifteen feet. Exploration depth shall be increased as necessary to evaluate the suitability of the material within the foundation's depth of influence as determined by the registered design professional. The explorations can be terminated should refusal be encountered. However, at least three-fourths of the required explorations shall be to the minimum depth. The geotechnical report shall clearly state the refusal criteria. When information regarding the proposed structure and the final grades is made available, the registered design professional shall determine if the explorations originally documented in the geotechnical report meet the depth requirements.

Section 1803.5.3 Expansive soil.

Revise Subsection 1803.5.3, and add two (2) new Subsections, 1803.5.3.1 and 1803.5.3.2, as follows:

1803.5.3 Expansive soil. In areas likely to have expansive soil, the building official shall require soil tests to determine where such soils do exist.

Soils meeting all provisions of 1 through 4 shall be considered expansive, except that tests to show compliance with Items 1, 2, and 3 shall not be required if the test prescribed in Item 4 or 5 is conducted. All soils determined to be expansive by items 1 through 4 shall also conduct item 5 to determine the expansion classification level.

1. Plasticity index (PI) of 15 or greater, determined in accordance with ASTM D 4318.
2. More than 10 percent of the soil particles pass a No. 200 sieve (75 μm), determined in accordance with ASTM D 422.
3. More than 10 percent of the soil particles are less than 5 micrometers in size, determined in accordance with ASTM D 422.
4. Expansion index greater than 20, determined in accordance with ASTM D 4829.
5. Soils may be determined to be expansive or non-expansive by the preceding methods or the standard 60 psf swell test.

1803.5.3.1 Expansion classification level. Expansive soils shall be classified in accordance with Table 1808.6.1.1. When soils are determined to be expansive special design consideration are required. In the event that expansive soil properties vary with depth the variation shall be included in the engineering analysis of the expansive soil's effect on the structure. The foundation design and special inspection for grading/foundations shall be based upon results obtained from the standard 60 pound swell test. Refer to Section 1808.6 for additional requirements.

1803.5.3.2 Standard 60 pound swell test. The swell test samples shall be remolded to the in-place density required for the particular soil type as called for in the geotechnical report. The test samples shall be one inch thick and laterally confined by placing them in a consolidometer retaining ring constructed in accordance with ASTM D 2435. The swell test sample shall be oven dried at 60° C, and the sample shall be dried a minimum of eight (8) hours. The test samples shall be inundated with water and kept in a saturated moisture condition until measurable swelling or vertical movement ceases. The swell test shall use a 60 pounds per square foot surcharge load._The balance of the swell test will be per ASTM D 2435. Swell test results shall be interpreted using Table 1808.6.1.1

Section 1803.5.8 Compacted fill material.

Add new items #8 and #9 to Subsection 1803.5.8, as follows:

(...)

8. Flooding or jetting shall not be used to compact fill material that will support footings or foundation systems.
9. Placement procedure for oversized fill material. No rock or similar irreducible material with a maximum dimension greater than 12 inches shall be buried or placed in fills within five feet, measured vertically, from the bottom of the footing or lowest finished floor elevation, whichever is lower, within the building pad. Oversized fill material shall be placed so as to assure the filling of all voids with well-graded soil. Specific placement and inspection criteria shall be stated in the geotechnical investigation. Continuous special inspection will be required during placement of any oversized fill material.

Section 1803.6 Reporting.

Revise Section 1803.6 and add new items 5, 7, 13 through 28, as follows:

1803.6 Reporting. Where geotechnical investigations are required, a written report of the investigation shall be submitted to the building official by the owner or authorized agent at the time of permit application. The geotechnical report shall include, but need not be limited to, the following information:

1. A plot showing the location of the test borings, excavations, and/or investigations. The plot shall be dimensioned and shall show the approximate location of all existing and proposed structures.
2. A complete record of the soil boring and penetration test logs and soil samples.
3. A record of the soil profile.
4. Depth to the water table, if encountered.
5. Anticipated approximate cut and fill depths.
6. Recommendations for foundation type and design criteria, including but not limited to: bearing capacity of natural or compacted soil; provisions to mitigate the effects of expansive soils; mitigation of the effects of liquefaction, differential settlement, and varying soil strength; and the effects of adjacent loads. Provide provisions to mitigate the effects of collapsible soils, soluble soils, uncontrolled fill, chemical heave, and corrosive soils. Provide supporting test data.
7. Caliche and cemented soils considerations, if encountered. Recommendations for the removal of caliche and cemented soils and/or the preparation and grading for foundations on caliche and cemented soils.

8. Expected total and differential settlement. Provide all test data and supporting calculations when the allowable foundation bearing pressure exceeds 4,000 psf.
9. Deep foundation information in accordance with Section 1803.5.5.
10. Special design and construction provisions for foundations of structures founded on expansive soils, as necessary.
11. Compacted fill material properties and testing in accordance with Section 1803.5.8. Provide provisions to mitigate the effects of collapsible soils, soluble soils, uncontrolled fill, chemical heave, and corrosive soils.
12. Controlled low-strength material properties and testing in accordance with Section 1803.5.9.
13. Soil classification by the Unified Soil Classification System (ASTM D 2487). As an alternative, classification may be performed on a visual-manual basis (ASTM D 2488) in the field by an individual with a degree in civil engineering, engineering geology, geologic engineering, or geology. Backup data shall be included for at least one sample for every two (2) excavations and/or borings distributed among the prominent horizons in the soil profile.
14. Classify the expansion level of the soil and specify the minimum embedment depth per Table 1808.6.1.1.
15. Address, if applicable, the possible impacts on adjoining properties and mitigating measures to be undertaken.
16. Suitability of onsite soils for use as fill material.
17. Provide grading requirements for onsite and import soils (where applicable) including, but not limited to, swell, solubility, and sulfates.
18. Geotechnical design considerations for drainage structures, as applicable.
19. Trenching or other special procedures for determining fault and fissure(s) locations. The potential for differential movement across a fault and fissuring should be evaluated.
20. Procedures for mitigation for geological hazards.
21. Erosion control requirements, as applicable.
22. Anticipated structural loads and type of proposed structure.
23. When a post-tensioned slab-on-ground is recommended the geotechnical report must specify all of the soil parameters as required by Section 1808.6.2.
24. All lateral earth pressures and seismic forces shall be reported in psf/ft and distributions expressed in graphical form. All resulting forces must have a recommendation on wall placement location. Call out the mapped spectral response accelerations, S_S and S_1, and spectral response coefficients, S_{DS} and S_{D1} assumed to calculate the distribution.
25. Site class per Table 1613.5.5, including all test data and supporting calculations.
26. Specify the soils category, and the level of special inspection required per Table 1704.7. The specified level of special inspection cannot be less than that required by Table 1704.7.
27. All geotechnical reports must be current within the last 12 months. Any report older than 12 months must be accompanied by a wet sealed update letter addressing the current site conditions based on a recent site visit.
28. At the option of the building official, a completed copy of a geotechnical report checklist shall be included with every submittal.

Section 1804.3 Site Grading.

Revise Section 1804.3, as follows:

1804.3 Site Grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048mm) of horizontal distance, a 5-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped a minimum of 1 percent along the flow line where located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048mm) of the building foundation shall be sloped a minimum of 2 percent away from the building.

Exception: Where low expansive, low collapsible, low soluble soil conditions occur or where an exterior asphalt or concrete surface abuts a building, the slope of the ground away from the building foundation is permitted to be reduced to not less than one unit vertical in 48 units horizontal (2-percent slope).

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Section 1804.3.1 Low collapsible and low soluble soil.

Add a new Subsection 1804.3.1 and a new Table 1804.3.1, as follows:

1804.3.1 Low collapsible and low soluble soil. Soils, after grading, shall be classified as low collapsible and low soluble in accordance with the table below. Soils shall be classified as low expansive in accordance with Table 1808.6.1.1.

Table 1804.3.1

Soil Condition	Criteria	Applicable Test Method
Low Collapsible	0 to < 3%	ASTM D 2435-04
Low Soluble	0 to < 2%	AWWA Standard Method 2540

If, after the grading is completed, the anticipated total settlement (collapse, consolidation, and/or compression) exceeds 1 inch, then the soil cannot be classified as low collapsible.

Section 1804.5 Compacted fill material.

Revise the exception in Section 1804.5, as follows:

Exception: When a geotechnical investigation is not required by the building official the in-place dry density within the building pad shall not be less than 90 percent of the maximum dry density at near optimum moisture content determined in accordance with ASTM D 1557.

Section 1805.2.1 Floors.

Revise Subsection 1805.2.1, as follows:

1805.2.1 Floors. Dampproofing materials for floors shall be installed between the floor and the base course required by Section 1805.4.1, except where a separate floor is provided above a concrete slab.

Where installed beneath the slab, dampproofing shall consist of not less than 10-mil (.010 inch; 0.254 mm) polyethylene with joints lapped not less than 6 inches (152 mm) or other approved methods or materials. Where permitted to be installed on top of the slab, dampproofing shall consist of mopped-on bitumen, not less than 4-mil (.004 inch; 0.012 mm) polyethylene, or other approved methods or materials. Joints in the membrane shall be lapped and sealed in accordance with the manufacturer's installation instructions.

Section 1807.2.3 Safety factor.

Revise the exception in Subsection 1807.2.3, as follows:

Exception: Where earthquake loads are included, the minimum safety factor for retaining wall sliding and overturning shall be 1.1. Where wind loads are included, the minimum safety factor for retaining wall sliding and overturning shall be 1.3.

Section 1807.2.4 Slope Stability Analysis.

Add a new Subsection 1807.2.4 Slope Stability Analysis, as follows:

1807.2.4 Slope Stability Analysis. Retaining walls greater than ten (10) feet (3.05m) in height shall be required to submit a slope stability analysis performed by a registered design professional. Multiple terraced (also sometimes referred to as stacked or tiered) retaining walls with a total height of sixteen feet or more shall require a slope stability analysis. Total height shall be measured from the bottom of the foundation to the top of the retaining wall(s). The minimum factor of safety of 1.5 is required for all failure modes under static loading conditions.

Section 1808.6.1.1 Minimum Foundation Depth in Expansive Soils.

Add a new Subsection 1808.6.1.1 and a new Table 1808.6.1.1, as follows:

1808.6.1.1 Minimum Foundation Depth in Expansive Soils. The minimum foundation depth requirements when placing foundations in expansive soil shall be per Table 1808.6.1.1.

Table 1808.6.1.1
Minimum Thickened Edge or Foundation Depth[1]

Expansion	Percent Swell under 60 psf Surcharge	Minimum Thickened Edge or Foundation Depth (inches)
Low	> 0 to <4	12
Moderate	≥ 4 to < 8	15
High	≥ 8 to < 12	18
Critical 12	≥ 12 to < 16	24
Critical 16	≥ 16 to < 20	30
Critical 20+	20 or greater	36

Footnote:
1. Thickened edge embedment depth shall be measured from the top of the lowest adjacent final compacted subgrade to the bottom of the footing.

Section 1808.6.2 Slab-On-Ground Foundations.

Revise Subsection 1808.6.2 and add a new Table 1808.6.2, as follows:

1808.6.2 Slab-On-Ground Foundations. Moments, shears, and deflections for use in structural design of slab-on-ground, mat or raft foundations on expansive soils shall be determined in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* or *PTI Standard Requirements of Analysis of Shallow Concrete Foundation on Expansive Soils.* Using the moments, shears and deflections determined above, nonprestressed slabs-on-ground, mat or raft foundations on expansive soils shall be designed in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* and post-tensioned slab-on-ground, mat or raft foundations on expansive soils shall be in accordance with *PTI Standard Requirements of Analysis of Shallow Concrete Foundation on Expansive Soils.* The criteria for determining the expansive nature of soils are given in section 1803.5.3. The minimum design criteria for post-tensioned slabs are defined in Table 1808.6.2. It shall be permitted to analyze and design such slabs by other methods that

account for soil-structure interaction, the deformed shape of the soil support, the plate or stiffened plate action of the slab as well as both center lift and edge lift conditions. Such alternate methods shall be rational and the basis for all aspects and parameters of the method shall be available for peer review.

Table 1808.6.2 Post Tensioned Slab Criteria

Expansion	Percent Swell under 60 psf Surcharge	Design Values Ym (inches) for PT slabs	
		Edge Lift	Center Lift
Low	> 0 to <4	1/8 to 1/4	-----
Moderate	≥ 4 to < 8	1/4 to 1/2	1/8 to 3/8
High	≥ 8 to < 12	½ to 1	3/8 to 1
Critical 12	≥ 12 to < 16	See Note No. 11	
Critical 16	≥ 16 to < 20	See Note No. 11	
Critical 20+	20 or greater	See Note No. 11	

Notes:

1. This chart is intended to address expansive soil. The presence of collapsible soil or other geologic conditions may require different design criteria.
2. Foundations shall be designed to meet design criteria of the Post-Tensioning Institute manual "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition." Both edge lift and center lift conditions need to be evaluated.
3. Edge moisture variation distance (Em) shall be a minimum of 2.5 feet for edge lift and 4.75 feet for center lift.
4. CΔ for prefabricated roof truss clear spans shall be 360 for center lift and 800 for edge lift.
5. Typical systems using stiffener beams may be equated to a flat slab of equivalent stiffness. Stiffening beams in ribbed foundations shall be as required by the Post-Tensioning Institute manual "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition." Conventionally reinforced designs may also be used.
6. Modulus of elasticity of the soil (Es) shall be taken as 1000 psi unless tests indicate otherwise.
7. All concrete in the foundation system must be a minimum of 2500 psi and shall comply with ACI 318-08 Table 4.2.1. Lean concrete shall not be permitted in slabs or beams.
8. The calculated differential deflection of the foundation slab shall not exceed the limitations of "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition" nor 1/2 inch for edge lift.
9. Perimeter loading of slab (P) shall be limited to dead load.
10. Expansion (swell) test shall be performed in accordance with Section 1803.5.3.
11. Specific recommendations from geotechnical engineer required. Design value (Ym) shall be a minimum of 1 inch.
12. For soil conditions where a low swell potential is determined, a BRAB Type II may be used if specifically recommended by the geotechnical engineer.

Section 1809.4 Depth and width of footings.

Revise Section 1809.4, as follows:

1809.4 Depth and width of footings. The minimum depth of footings below the undisturbed ground surface shall be 12 inches (305 mm). Where applicable, the requirements of Section 1809.5 shall also be satisfied. All excavations and the depth of any footing must be made below the lowest adjacent compacted subgrade to facilitate full embedment of the footing into the compacted subgrade prior to concrete placement unless otherwise recommended in the approved geotechnical investigation. The minimum width of footings shall be 12 inches (305 mm).

Section 1904.3 Concrete properties.

Delete the Exception in Section 1904.3, as follows:

1904.3 Concrete properties. Concrete mixtures shall conform to the most restrictive maximum water-cementitious materials ratios and minimum specified concrete compressive strength requirements of ACI 318, Section 4.3, based on the exposure classes assigned in Section 1904.2.

Section 1910.1 General.

Revise Section 1910.1, as follows:

1910.1 General. The thickness of concrete floor slabs supported directly on the ground shall not be less than 3-1/2 inches (89mm). A 10-mil (.010 inch;0.254 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other approved equivalent methods shall be used to retard vapor transmission through the floor slab.

Exception: The vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet ($6.5m^2$) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. From driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where approved based on local site conditions.

Section 2304.9.5.2 Fastenings for wood foundations.

Revise Subsection 2304.9.5.2, as follows:

2304.9.5.2 Fastenings for wood foundations. Fastenings for wood foundations shall be as required in AF&PA PWF. Where field conditions preclude the placement of the minimum sill plate anchors, a registered design professional may provide a design for the attachment in accordance with accepted engineering practice.

Section 2308.9.8 Pipes in walls.

Revise Subsection 2308.9.8, as follows:

2308.9.8 Pipes in walls. Stud partitions containing plumbing, heating or other pipes shall be so framed and the joists underneath so spaced as to give proper clearance for the piping. Where a partition containing such piping runs parallel to the floor joists, the joists underneath such partitions shall be doubled and spaced to permit the passage of such pipes and shall be bridged. Where plumbing, heating or other pipes are placed in or partly in a partition, necessitating the cutting of the soles or plates, a metal tie not less than 0.058 inch (1.47mm) (16 galvanized gage) and 1 ½ inches (38mm) wide shall be fastened to each plate across and to each side of the opening with not less than six 1 ½" x 0.148" minimum nails.

Section 2606.7.4 Fire suppression system.

Revise Section 2606.7.4, as follows:

2606.7.4 Fire suppression system. In buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, plastic light-diffusing systems shall be protected both above and below unless the sprinkler system has been specifically approved for installation only above the light-diffusing system. Areas of light-diffusing systems that are protected in accordance with this section shall be limited to a maximum panel size of 10 feet by 10 feet. Adjacent panels shall be separated by at least 8 feet vertical and 4 feet horizontal.

Section 2606.7.5 Electrical luminaires.

Revise Section 2606.7.5, as follows:

2606.7.5 Electrical luminaires. Light-transmitting plastic panels and light-diffuser panels that are installed in approved electrical luminaires shall comply with the requirements of Chapter 8 unless the light-transmitting plastic panels conform to the requirements of Section 2606.7.2. The area of approved light-transmitting plastic materials that are used in required exits or corridors shall not exceed the limitations listed in Sections 2606.7.3 and 2606.7.4 as applicable.

Section 2611 Light-Transmitting Plastic Interior Signs.

Revise Section 2611, as follows:

2611.1 General. Light-transmitting plastic interior signs shall be limited as specified in Sections 2611.2 through 2611.5. Light-transmitting plastic interior signs shall also comply with Section 2606.

Exception: Light-transmitting plastic interior wall signs in covered mall buildings shall comply with Section 402.16.

2611.2 Aggregate area. The aggregate area of signs shall not exceed 20 percent of the wall area.

Exception: Hanging or base supported signs.

2611.3 Separation. Signs shall be separated from each other by at least 4 feet horizontally or 8 feet vertically.

2611.4 Maximum area. The aggregate area of all light-transmitting plastics in each individual sign shall not exceed 24 square feet (2.23 m^2).

Exceptions:

1. Signs are permitted to exceed an aggregate area of 24 square feet of light-transmitting plastics, provided the light-transmitting plastic meets all the following:
    a. does not exceed 100 square feet,
    b. is a minimum CC1 material,
    c. is installed in a building fully protected by automatic sprinklers in accordance with Section 903.3.1.1, and
    d. is installed in a sign that is listed and labeled in accordance with nationally recognized standards.
2. Signs exceeding the 100 square foot limitation of Exception 1 are permitted provided the sign meets all the following:

a. the height does not exceed 10 feet,
b. the length does not exceed 60 feet,
c. the area does not exceed 500 square feet,
d. the light-transmitting plastic is a minimum CC1 material,
e. is listed and labeled in accordance with nationally recognized standards,
f. the space in which the sign is installed is protected with an automatic sprinkler system of at least Ordinary Hazard Group 2, and
g. a Fire Protection Report is provided to substantiate the preceding requirements are met.

2611.5 Encasement. Backs of wall mounted signs and non-illuminated portions of all signs regulated by this section shall be fully encased in metal.

Section 2612.6 Exterior use.

Delete Exceptions No. 1 and No. 2 from Section 2612.6, as follows:

2612.6 Exterior use. Fiber reinforced polymer or fiberglass reinforced polymer shall be permitted to be installed on the exterior walls of buildings of any type of construction when such polymers meet the requirements of Sections 2603.5 and is fireblocked in accordance with Section 717. The fiber reinforced polymer or the fiberglass reinforced polymer shall be designed for uniform live loads as required in Table 1607.1 as well as for snow loads, wind loads and earthquake loads as specified in Sections 1608, 1609 and 1613 respectively.

Table 2902.1 Minimum Number of Required Plumbing Fixtures.

Revise Table 2902.1, by adding A-2 Casinos, revising the column titles and footnote "f", and by adding new footnotes "g" and "h", as follows:

[P] Table 2902.1
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]
(See Sections 2902.2 and 2902.3)

<table>
<tr><th rowspan="2">No.</th><th rowspan="2">CLASSIFICATION</th><th rowspan="2">OCCUPANCY</th><th rowspan="2">DESCRIPTION</th><th colspan="2">WATER CLOSETS (URINALS[h])</th><th colspan="2">LAVATORIES</th><th rowspan="2">BATHTUBS/ SHOWERS</th><th rowspan="2">DRINKING FOUNTAINS [e,f,g]</th><th rowspan="2">OTHER [f]</th></tr>
<tr><th>MALE</th><th>FEMALE</th><th>MALE</th><th>FEMALE</th></tr>
<tr><td rowspan="5">1</td><td rowspan="5">Assembly</td><td rowspan="5">A-2[d]</td><td rowspan="5">Casinos</td><td>1:1-100</td><td>3:1-50</td><td colspan="2">1:1-200</td><td rowspan="5">--</td><td rowspan="5">--</td><td rowspan="5">1 service sink</td></tr>
<tr><td>----</td><td>4:51-100</td><td colspan="2">2:201-400</td></tr>
<tr><td>2:101-200</td><td>6:101-200</td><td colspan="2">3:401-750</td></tr>
<tr><td>3:201-400</td><td>8:201-400</td><td colspan="2" rowspan="2">Over 750, add one fixture for each additional 500 persons</td></tr>
<tr><td colspan="2">Over 400, add one fixture each additional 250 males, and one for each 150 females.</td></tr>
<tr><td colspan="11">Remainder of rows 1 though 8 to remain unchanged.</td></tr>
</table>

a. The fixtures are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by this code.
b. Toilet facilities for employees shall be separate from facilities for inmates or patients.
c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient sleeping units shall be permitted where such room is provided with direct access from each patient sleeping unit and with provisions fro privacy.

d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
e. The minimum number of required drinking fountains shall comply with Table 2902.1 and Chapter 11.
f. Drinking fountains and service sinks are not required for an occupant load of 30 or fewer.
g. Where water is served in restaurants and similar occupancies, drinking fountains shall not be required. In other occupancies, where drinking fountains are required, water coolers or bottled water dispensers that provide water to occupants free of charge shall be permitted to be substituted for not more than 50 percent of the required drinking fountains.
h. In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational occupancies. Urinals shall not be substituted for more than 50 percent of the required water closets in all other occupancies.

Section 3002.4 Elevator car to accommodate ambulance stretcher.

Revise Section 3002.4 and add a new Table 3002.4, as follows:

3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are provided in buildings four or more stories above grade or four or more stories below grade plane, at least one elevator, and no less than the minimum number specified in Table 3002.4, shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches (76 mm) high and shall be placed inside on both sides of the hoistway door frame. Such elevators shall open into a lobby providing sufficient area to accommodate transport of a 24-inch by 84-inch (610mm by 1930 mm) ambulance stretcher.

Table 3002.4
Ambulance Stretcher Sized Elevator Cars

Highest floor level served above lowest level of fire department access in feet (meters)	Number of elevator cars sized to accommodate an ambulance stretcher
Less than 120 (36.6m)	1
120-599 (36.6m-182.6m)	2 [a.]
600-899 (182.9m-274.0m)	3 [a.]
900 and greater (≥274.3m)	4 [a.]

[a.] An elevator installed in accordance with Section 403.6.1 shall be permitted to substitute for one of these elevators.

Section 3003.1.3 Two or more elevators.

Revise Section 3003.1.3, as follows:

3003.1.3 Two or more elevators. Where two or more elevators are controlled by a common operating system, all elevators shall automatically transfer to standby power within 60 seconds after failure of normal power where the standby power source is of sufficient capacity to operate all elevators at the same time. Where the standby power source is not of sufficient capacity to operate all elevators at the same time, all elevators shall transfer to standby power in sequence, return to the designated landing and disconnect from the standby power source. After all elevators have been returned to the designated level, at least one elevator, and all elevators installed in accordance with Section 3002.4, shall remain operable from standby power source.

Section 3006.4 Machine rooms and machinery spaces.

Revise Section 3006.4, as follows:

3006.4 Machine rooms and machinery spaces. Elevator machine rooms and machinery spaces shall be enclosed with *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 712, or both. The *fire-resistance rating* shall not be less than the required rating of the hoistway enclosure served by the machinery. Openings in the *fire barriers* shall be protected with assemblies having a *fire protection rating* not less than that required for the hoistway enclosure doors.

Exceptions:

1. *Unchanged.*

2. In buildings four *stories* or less above *grade plane* when machine room and machinery spaces have no openings to the hoistway enclosure they serve, the machine room and machinery spaces are not required to be fire-resistance rated.

Section 3111 CABANAS

Add a new Section 3111, as follows:

SECTION 3111
CABANAS

3111.1 General. This section shall apply to cabanas on, or in close proximity to, buildings where the predominant building construction type would not otherwise allow cabanas to be constructed as membrane structures in accordance with Section 3102.3. Cabanas that are erected for a period of less than 180 days shall comply with the *International Fire Code*.

3111.2 Definitions. The following words and terms shall, for the purposes of this section, have the meanings shown herein:

CABANA. A structure used for temporary shelter, comfort and privacy of occupants located on, or in close proximity to, a building. Cabanas shall not be used for retail sales, bar service, food preparation, storage, or overnight sleeping.

CABANA GROUP. A group of individual cabanas that are not separated from each other as required within this section. The total area of the cabana group shall be used to determine code requirements for all cabanas contained within the cabana group.

3111.3 Design and Construction. Cabanas shall be designed and constructed to withstand wind or other lateral loads and live loads as required by Chapter 16 with due allowance for shape, open construction and similar features that relieve the pressures or loads. Structural members shall be protected to prevent deterioration.

3111.3.1 Frame. Cabanas shall be constructed of a rigid, noncombustible frame that is permanently mounted to the roof or deck on which it is located.

3111.3.2 Membrane Covering. The membrane covering of the cabana shall either be noncombustible in accordance with Section 703.4 or be tested by an approved agency and pass Test 2 of NFPA 701.

3111.3.3 Openness. Each cabana shall be provided with a minimum of one opening to an exterior egress route. Such opening shall provide a minimum unobstructed opening of 5 feet (1524 mm) wide by 7 feet (2134 mm) high.

3111.3.4 Height. The highest point of a cabana shall not exceed 20 feet (4572 mm).

3111.3.5 Area. The area of any single cabana or cabana group shall not exceed 1,000 square feet (46.45 m^2).

> **Exception:** The area of cabanas that are constructed entirely of noncombustible materials shall not exceed 2,000 square feet (92.90 m^2).

3111.3.5.1 Subdivision. Subdivision of a cabana is permitted where subdivision of the cabana is provided by any material that is tested by an approved agency and passes Test 2 of NFPA 701.

3111.4 Location. Cabanas shall be located to minimize the hazard to the building, other cabanas, and the means of egress.

3111.4.1 Separation between cabanas. Cabanas shall be separated from all other cabanas by a minimum distance of 10 feet (3048 mm), as measured at the nearest horizontal projection. Where cabanas do not meet this spacing, the cabanas shall be considered a cabana group, and the cabana group shall meet the requirements set forth herein.

3111.4.2 Separation between cabana groups. Cabana groups shall be separated from all other cabanas by a minimum distance of 10 feet (3048 mm), as measured at the nearest horizontal projection.

3111.4.3 Separation to building. Cabanas shall be a minimum of 10 feet (3048 mm) from any wall or building opening, and shall not be located beneath any horizontal projection of the main building.

3111.4.4 Obstruction to means of egress. Cabanas shall be located and spaced such that the required means of egress is not obstructed by the cabanas for the entire height of the cabanas.

3111.5 Automatic sprinkler system. Cabanas and cabana groups shall be protected throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

> **Exception:** An automatic sprinkler system shall not be required in cabanas or cabana groups that do not exceed 120 square feet (11.148 m^2) in area.

3111.6 Cooking facilities. Cooking shall not be permitted within 20 feet (6096 mm) of a cabana or inside a cabana.

3111.7 Fuel-fired equipment. Fuel-fired equipment shall not be permitted within 20 feet (6096 mm) of a cabana or inside a cabana.

3111.8 Lighting. All lighting within or attached to cabanas shall be electric. Open flames for any purpose are prohibited within 20 feet (6096 mm) of a cabana or inside a cabana.

3111.9 Fire protection report. A fire protection report shall be submitted and shall address the type of construction of the main structure and the cabana(s), the size of the cabana(s), fire protection systems for the cabana(s), and the impact of the cabana(s) on the means of egress.

Section 3306.2 Walkways.

Revise Section 3306.2, as follows:

3306.2 Walkways. A walkway shall be provided for pedestrian travel in front of every construction and demolition site unless the applicable governing authority authorizes the sidewalk to be fenced or closed. Walkways shall be of sufficient width to accommodate the pedestrian traffic, but in no case shall they be less than 4 feet (1219 mm) in width. Walkways shall be provided with a durable walking surface. Walkways shall be *accessible* in accordance with Chapter 11 and shall be designed to support all imposed loads and in no case shall the design live load be less than 150 pounds per square foot (psf) (7.2 kN/m2). Sidewalks or walkways that lead from the public sidewalk to a building entrance where the general public may be at risk due to falling construction debris shall be similarly protected.

Section 3310.3 Stairway floor number markings.

Add new Section 3310.3, as follows:

3310.3 Stairway floor number markings. Temporary stairway floor number markings shall be provided in accordance with the following requirements. The markings shall be provided at each floor landing in interior stair enclosures connecting more than three stories designating the floor level, the terminus of the top and bottom of the stair enclosure and identification of the stair. The markings shall also state the story of, and the direction to the exit discharge and the availability of roof access from the stairway for the fire department. The markings shall be located 5 feet (1524 mm) above the floor landing in a position that is readily visible when the doors are in the open and closed positions.

Section 3401.5 Alternative compliance.

Revise Section 3401.5, as follows:

3401.5 Alternative compliance. When approved by the *building official*, work performed in accordance with the *International Existing Building Code* shall be deemed to comply with the provisions of this chapter.

Section 3403.1 General.

Revise Section 3403.1, as follows:

3403.1 General. Additions to any building or structure shall comply with the requirements of this code for new construction. Alterations to the existing building or structure shall be made to ensure that the existing building or structure together with the *addition* are no less conforming with the provisions of this code than the existing building or structure was prior to the *addition*. An existing building together with its additions shall comply with the height and area provisions of Chapter 5. The portions of the building or structure not altered and not affected by the alterations are not required to comply with the height provisions for a new structure.

Section 3404.1 General.

Revise Section 3404.1, as follows:

3404.1 General. Except as provided by Section 3401.4 or this section, alterations to any building or structure shall comply with the requirements of the code for new construction. Alterations shall be such that the existing building or structure is no less complying with the provisions of this code than the existing building or structure was prior to the *alteration*.

Exceptions:

1. (remains unchanged)
2. (remains unchanged)
3. The building or structure shall not be required to comply with the height and area provisions of Chapter 5 for a new structure.

Section 3411.8.15 Check-out aisles.

Add new Section 3411.8.15, as follows:

3411.8.15 Check-out aisles. Where check-out aisles are altered, at least one of each check-out aisle serving each function shall be made accessible until the number of accessible check-out aisles complies with Section 1109.11.2.

Delete Appendices A, B, D, F, G, and K, in their entirety.

Adopt Appendices C, E, H and I in their entirety.

Appendix E Supplementary Accessibility Requirements

Revise Section E104.3.1, as follows:

E104.3.1 Transient lodging. In *transient* lodging facilities, *sleeping units* with *accessible* communication features shall be provided in accordance with Table E104.3.1. Units required to comply with Table E104.3.1 shall be dispersed among the various classes of units. Not more than 10 percent of dwelling or sleeping units required to provide mobility features under ICC A117.1, Section 1003 shall be used to satisfy the minimum number of dwelling or sleeping units required to provide communication features under Table E104.3.1.

Appendix H - Outdoor Signs

Revise Title of Appendix H, as follows:

"Appendix H - Outdoor Signs"

Section H101.2 Signs exempt from permits.

Add item #6 to Section H101.2, as follows:

H101.2 Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Painted nonilluminated signs.
2. Temporary signs announcing the sale or rent of property.
3. Signs erected by transportation authorities.
4. Projecting signs not exceeding 2.5 square feet (0.23 m^2).
5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.
6. Other signs listed by the applicable Administrative Code.

Appendix J Grading

Section J102.1 Definitions.

Revise the definition of GRADING in J102.1, as follows:

GRADING. An excavation, clearing and grubbing of vegetation, or fill or combination thereof.

Add new definitions in Section J102.1 for Building Pad, Certify, Fault, Holocene Active Fault, Quaternary Active Fault, Inactive Fault, Final Grading Report, Geotechnical Report (Soils Report), Pad Certification Report, Pad Recertification Report, Refusal, and Special Geotechnical Consideration Area, as follows:

BUILDING PAD. The soil, cut or fill site, outlined by the area of the footprint of the building plus a minimum of 5 additional feet (1529 mm) to the exterior. This includes any type of foundation system for the structure.

CERTIFY. Use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification.

FAULT. A fracture or zone of fracturing in geologic materials (soil or rock) along which there has been displacement of the sides relative to one another parallel to the fracture.

FAULT, HOLOCENE ACTIVE. A fault with recognized activity within Holocene time (within the past 11,000 years).

FAULT, QUATERNARY ACTIVE. A fault with recognized activity within Quaternary time (within the past 1.6 million years).

FAULT INACTIVE. A fault without recognized activity within Quaternary time (within the past 1.6 million years).

FINAL GRADING REPORT. A grading report stamped and signed by a registered design professional certifying that the building pad was constructed in conformance with the recommendations set forth in the geotechnical report. This report contains explicit information and data that verifies compliance with the geotechnical report of record including any approved supplements or addendums.

GEOTECHNICAL REPORT (SOILS REPORT). Data and engineering recommendations resulting from site exploration which evaluates the soil conditions and general site characteristics and suitability of the site for the proposed construction. A registered design professional shall prepare and seal the report.

PAD CERTIFICATION REPORT. An interim grading report stamped and signed by a registered design professional certifying that the building pad currently is in conformance with the recommendations set forth in the geotechnical report of record.

PAD RECERTIFICATION REPORT. A report stamped and signed by a registered design professional certifying that the building pad currently is in conformance with the recommendations set forth in the geotechnical report of record. This report contains explicit information and data that verifies compliance to the geotechnical report of record including any approved supplements or addendums.

REFUSAL. Refusal while advancing an exploration is recognized as defined by ASTM D 1586-08a.

SPECIAL GEOTECHNICAL CONSIDERATION AREA. A portion of Clark County where additional geotechnical investigation requirements may apply. These areas are identified on the most recent edition of the "Clark County Soil Guidelines Reference Map(s)" as published by Clark County.

Section J103.2 Exemptions.

Revise Exemption #1 in Section J103.2, as follows:

J103.2 Exemptions. A grading permit shall not be required for the following:

1. Grading in an area deemed by the Building Official as isolated, self-contained, presenting no danger to the public, and not adversely affects adjoining properties; and the drainage study for the proposed site has been waived, or determined to be unnecessary, by the planning and/or civil review process.
2. Excavation for construction of a structure permitted under this code.
3. Cemetery graves.
4. Refuse disposal sites controlled by other regulations.
5. Excavations for wells or trenches for utilities.
6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties.
7. Exploratory excavations performed under the direction of a registered design professional.

Exemption from the permit requirements of this appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Section J103.3 Hazards.

Add a new Section J103.3 Hazards, as follows:

J103.3 Hazards. Whenever the building official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way, easement, storm sewer system, or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the building official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

Section J104.1 Submittal requirements.

Revise Section J104.1, as follows:

J104.1 Submittal requirements. In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill. All projects that require grading shall have a grading plan prepared, stamped, and signed by a registered design professional.

Exception: At the option of the building official, if the structure is located outside of a flood hazard area the following projects may be exempted from having a grading plan. Projects exempted from a grading plan must still comply with the grading and drainage requirements in the IBC.

1. Single story structures or additions with a footprint less than 600 square feet.
2. Patio covers, decks, and canopies associated with a single family residence.
3. Mobile homes, trailers, modular buildings that do not have concrete or masonry foundations.
4. Pre-engineered carports.
5. Signs, light poles, and communication towers.

Section J104.2 Grading plan requirements.

Revise Section J104.2 in its entirety, as follows:

J104.2 Grading plan requirements. All grading plans shall be prepared, stamped, and signed by a registered design professional. The following items must be included on all grading plan submittals.

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations or finish contours to be achieved by the grading, proposed drainage channels and related construction.
4. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 100 feet of the property or that may be affected by the proposed grading operations.
5. Recommendations included in the geotechnical report shall be incorporated in the grading plans or specifications as follows:
    a. Locations and dimensions of all cut and fill slopes,
    b. Locations of all cross sections presented in the geotechnical report,
    c. Locations and sizes of all recommended remedial measures such as buttress fills, stability fills, deep foundation systems, reinforced earth, retaining walls, etc.,
    d. Location and layout of proposed subdrainage system.
6. A statement that the site shall be graded in accordance with the approved geotechnical report. This statement shall include the firm name that prepared the geotechnical report, the report number, and the date of the geotechnical report.
7. Locations of other existing topographic features either natural or man-made such as streets, drainage structures, pavements, walls, mining pits, etc.
8. The cut to fill transition line.
9. Positive drainage away from the foundation per Section 1804.3.
10. Details and cross sections at property lines, fence walls, retaining walls, berms, etc.
11. Elevation datum and benchmarks (NAVD 88).
12. Existing contours at least 100 feet beyond the property lines.

13. Proposed finish contours or spot elevations at the property corners, building pad, and at swale flow lines.
14. Elevations of curbs or centerlines of roads or streets.
15. Earthwork quantities in cubic yards.
16. Finish floor elevations.
17. Details and cross sections of typical fill slopes and cut slopes.
18. Typical details of fill-over-natural slopes and fill-over-cut slopes where fill is to be placed on natural or cut slopes steeper than 5H:1V in accordance with Section J107.
19. Setback dimensions of cut and fill slopes from site boundaries per Section J108.
20. The placement of buildings and structures on and or adjacent to slopes steeper than 3H:1V (33.3% slope) shall be in accordance with Section 1808.7.
21. Provide terracing in accordance with Section J109 for slopes steeper than 3H:1V (33.3% slope).
22. Provide the locations and dimensions of all terrace drains for all slopes steeper than 3H:1V in accordance with Section J109.
23. The standard notes specified in the Las Vegas Valley Construction Site Best Management Practice Guidance Manual (most current edition).
24. Registered design professional original seal (wet seal), signature and date or a Records stamp and signature stating, "*This is a true and exact copy of the original document on file in this office*."

Section J104.3 Geotechnical Report.

Revise Section J104.3, as follows:

J104.3 Geotechnical Report. A geotechnical report prepared by a registered design professional shall be provided. The report shall comply with Section 1803.6.

Section J105.1 General.

Revise Section J105 in its entirety, as follows:

J105.1 General. Inspection of grading operations shall comply with the provisions of this section. The permittee shall be responsible for the work to be performed in accordance with the approved plans and specifications and in conformance with the provisions of this code. The permittee shall engage an approved agency, if required by the Building Official.

J105.1.1 Completion of work and final reports. Report submittal shall be in compliance with Section 1704.1.2.

J105.1.2 Final Grading report. Upon completion of pad grading (or foundation excavation) and prior to a footing or foundation inspection, a Final Grading report shall be provided by an approved agency. Grading (or foundation excavation) shall be observed and tested by an approved agency. The approved agency shall prepare the report, signed by a registered design professional certifying that the grading and earthwork are complete and substantially comply with the requirements of the geotechnical report of record including any approved supplements or addenda. At the option of the Building Official, a Pad Certification report submitted in accordance with Section J105.1.3 may be accepted as an interim report prior to a footing or foundation inspection. A Final Grading report will then be required prior to receiving a Final Inspection.

The Final Grading report itself will contain all applicable test data and analysis of the data. Specific project information is also required if there were any changes to the geotechnical report of record or unusual circumstances encountered during grading. The report shall also include the following information:

1. Compaction test results, requirements, locations, depth of backfill at test locations and names of technicians conducting the tests.
2. Moisture Density values and curves that include classifications for all soils used in the grading operation.
3. Description of structure or pad including the proposed use.
4. Grading plan showing approximate locations of tests, dates and depths of over-excavation observations, original contours and finish pad elevations.
5. Swell and solubility test requirements and results. This information shall be provided if required by the geotechnical report of record, elsewhere in the code, or if imported soils were utilized.
6. Type of foundation system applicable to work being certified (i.e. spread footings, strip footings, combination footings, drilled shafts etc.).
7. Import material used, source of import, and tests indicating compliance with the geotechnical report of record recommendations, and classification in relation to ACI 318-08 Section 4.3.
8. A statement describing the process of pad grading. Where applicable, this shall include, but not be limited to the minimum depth of over-excavation, blending operations, the use of import soils, nested aggregate, organics encountered, and removal of unsuitable soils.
9. The preceding requirements shall be presented for each pad or structure being certified.

The Final Grading report remains valid for a maximum of six months after the completion of grading. The six month period begins at the first test date of the final test of the final lift of the structural pad. Once expired, a Pad Recertification report is required.

J105.1.3 Pad Certification report. This letter/report is used as an interim document until a Final Grading report is completed (i.e., a Final Grading report for the entire project or a particular phase(s) of a project). The approved agency shall prepare this report signed by a registered design professional and certifying that the grading and earthwork are complete and substantially comply with the requirements of the geotechnical report of record including any approved supplements or addenda. Specific project information is also required if there were any changes to the geotechnical report of record or unusual circumstances encountered during grading.

This report shall include the following information for each pad or structure:

1. The first test date of the final test of the final lift.
2. Permit number and pad or structure description.
3. Classification of foundation soils in relation to ACI 318-08 Section 4.3.
4. Classification of foundation soil for expansive properties (i.e. non-expansive or results from standard 60 pounds per square foot swell test).
5. The name(s) of the approved special inspector(s) and any technicians that observed grading or foundation improvements.

This report remains valid for no longer than six months after the completion of grading. The six month period begins at the first test date of the final test of the final lift of the structural pad. Upon expiration, a Final Grading report and Pad Recertification report will be required.

J105.1.4 Pad Re-certification report. This report is required when a Final Grading report or Pad Certification report has expired or if required by the Building Official. The approved agency shall prepare this report signed by a registered design professional certifying the current suitability of the pad(s). The condition of the pad(s) is discussed, tests performed and their results are presented and discussed, and any additional grading or reworking is discussed. The conclusions are stated and based upon the current condition of the pad(s) compared to completion at original grading and a statement that the current condition of the pad(s) substantially complies with the requirements of the geotechnical report of record including any approved supplements or addenda.

As a minimum, pad moisture data and standard sixty pounds per square foot swell test results, if applicable, are included in this report. The tests shall be conducted on a representative number of pads.

The report remains valid for no longer than six months after the latest test date. Once expired, the pad(s) recertification will require an evaluation by a registered design professional to confirm the applicability of current site conditions.

J105.1.5 Finished Floor Elevation Certificate. A registered design professional shall certify the lowest habitable finished floor elevation to the elevation on the approved plans upon completion of the slab inspection and placement or the placement of the final construction form for the finished floor. All certifications required by this section shall be provided to and accepted by the Building Official prior to performance of any additional inspections. The minimum finished floor elevation shall comply with the approved plans and the allowable tolerance shall be minus (-) 0.0 feet to plus (+) 0.3 feet of the finished floor elevation detailed on the approved plans.

J105.1.6 Drainage Compliance Report. Upon completion of final grading, and prior to the final building inspection, a statement of compliance for drainage shall be provided by the registered design professional of record or the developer when approved by the building official.

This report shall state that site conditions at the time of final construction provide positive drainage in compliance with the approved drainage plan or the plot and grading plan.

When engineered drainage features, facilities, or structures are required by the approved plans, the register design professional of record shall verify that installed and constructed elements are in compliance with the approved plans. This includes site detention, lot to lot drainage, and drainage conveyance devices.

J105.1.7 Notification of Noncompliance. If in the course of fulfilling their respective duties under this appendix, the registered design professional or the approved agency finds that the work is not being done in conformance with this appendix or the approved plans the discrepancies shall be immediately reported in writing to the contractor, the permittee, and to the Building Official.

J105.2 Special Inspections. The special inspection requirements of Section 1704 shall apply to work performed under a grading permit where required by the Building Official.

Appendix L Fences

Add a new Appendix L Fences, walls and retaining walls, as follows:

APPENDIX L
FENCES, WALLS AND RETAINING WALLS

L101 General

L101.1 General. It shall be unlawful for any person, contractor, firm or corporation to erect, install, construct or replace any fence, wall or retaining wall contrary to the provisions of this code.

L101.2 Applicable regulations. All regulations and requirements of the Building Code and any amendments, deletions and additions thereto shall apply to the erection, installation or construction of any fence, wall and/or retaining wall except that which may be inconsistent with this chapter.

L102.0 DEFINITIONS

L102.1 Definitions. For the purpose of this chapter, certain terms are defined as follows:

CUT. See Excavation.

EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FENCE. A structure of temporary or semi-permanent material such as wrought iron, wire, wood, screen, vinyl, plastic, etc… erected for purposes of enclosure, division of property or decoration.

FILL. The placement of earth materials by artificial means.

RETAINING WALL. Any wall that is used to resist the lateral displacement of earth or any other material with a difference in elevation of the material from one side to the other exceeding 24 inches (610 mm) in height.

ROCKERY WALL. A system of stacked rocks constructed to retain soil. See the Southern Nevada Building Officials Rockery Wall Construction Standards.

WALL. A structure of stone, brick, masonry, concrete or other similar permanent material, raised to some height and erected for purposes of enclosure, division of property or decoration.

L103.0 PERMITS

L103.1 Permits required. No fence, wall or retaining wall regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a permit for each fence, wall or retaining wall is obtained from the Building Official.

L103.2 Separate permits required. A separate permit is required for each parcel of land upon which a fence, wall or retaining wall is to be located.

> **EXCEPTION:** Only one permit is required for multiple fence(s), wall(s) and/or retaining wall(s) constructed along property lines in connection with the development of a subdivision, provided that a legal description of the property is submitted together with a dimensioned plot plan showing the exact location of the fence, wall and/or retaining wall and all other recorded lot and easement lines.

L103.3 Application for a fence, wall or retaining wall permit. To obtain a permit, the applicant shall first file an application on a form furnished by the jurisdiction for that purpose. The application shall include the following:

1. The name and address of the owner of the real property upon which the fence, wall and/or retaining wall is to be located.

2. The type of material to be used for construction of the fence, wall, and/or retaining wall.

3. The total length, height and square footage of each fence, wall and/or retaining wall.

4. The authorized agent to perform construction.

5. A dimensioned drawing that identifies the location of each fence, wall and/or retaining wall with respect to the property or lot lines, easements, streets, other rights-of-way. Existing construction and drainage features shall be clearly identified on the drawings.

6. The location of all light standards, gas and water meters, and fire hydrants.

7. Other information deemed pertinent by the Building Official.

L103.4 Drawings and specifications. Drawings and specifications required for retaining walls shall be prepared by a registered design professional. The design shall be in accordance with the applicable chapters of the IBC. Rockery walls shall be designed in accordance with the IBC and the Southern Nevada Building Officials Rockery Wall Construction Standards.

Drawings or specifications for fences and walls need not be submitted unless required by the Building Official. Drawings and specifications shall be submitted for retaining walls showing that the retaining wall is designed in accordance with this code.

L104.0 GENERAL REQUIREMENTS AND LIMITATIONS

L104.1 General. General requirements and limitations shall be as follows:

1. No fence, wall and/or retaining wall shall be placed within a right-of-way unless granted permission by the authority having jurisdiction.
2. The height and location of a fence, wall and/or retaining wall shall comply with all zoning ordinances and regulations of the authority having jurisdiction.
3. Fences, walls and/or retaining walls shall be constructed in accordance with published standards of the department or agency having authority of utility easements, when located within a utility easement for any light standard, gas meter, water meter, or fire hydrant.
4. Special inspection, if required, shall be in accordance with the IBC. Rockery walls shall require special inspection in accordance with the IBC and the Southern Nevada Building Officials Rockery Wall Construction Guidelines.

L104.2 Required inspections

1. All footings shall be inspected to verify location to property line, structures, and compliance to the approved plans and permit. Footings shall be excavated and cast against the earth.
2. Concrete foundations shall not be placed until footings have been inspected and approved by the Building Official.
3. No wall and/or retaining wall shall be grouted until the reinforcing required has been inspected and approved by the Building Official.
4. No retaining wall shall be backfilled until verification of the dampproofing, when required, and drainage has been inspected and approved by the Building Official.

L104.3 Natural drainage. No permits shall be issued for fences, walls and/or retaining walls, which would block any natural flow path.

L104.4 Prohibited materials. Walls, fences and retaining walls shall not be constructed of materials which impose a direct safety hazard, such as pointed posts, stakes or pickets, components intended for electrocution, embedded glass, nails, barbed or razor type wire, or other sharp, cutting objects.

EXCEPTION: Manufactured barbed or razor wire may be used when its detailed use, location, and construction requirements are approved by the authority having jurisdiction.

L105.0 IMPLEMENTATION

L105.1 Implementation. The Building Official is empowered to formulate procedural guidelines to be used in implementing this chapter.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-10
(Adopts the 2009 Edition of the International Building Code, together with amendments thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-10, that will adopt the 2009 Edition of the International Building Code, together with amendments thereto.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

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:

None identified

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: February 16, 2011

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-11 – Updates the City's Administrative Code, relating to the administration of the various building and technical codes. 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 update the City's Administrative Code, relating to the administration of the various building and technical codes. The update is designed to adapt the 1997 Uniform Administrative Code for use in implementing and enforcing the various building and technical codes.

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. 2011-11
2. Supplemental Document Amending the Uniform Administrative Code, 1997 Edition
3. Business Impact Statement

BILL NO. 2011-11

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE DOCUMENT ENTITLED "A SUPPLEMENTAL DOCUMENT AMENDING THE UNIFORM ADMINISTRATIVE CODE, 1997 EDITION," AS ADOPTED IN LVMC 16.02.010(B), AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Updates the City's Administrative Code, relating to the administration of the various building and technical codes.

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

SECTION 1: Except as otherwise provided in Section 3 of this Ordinance, the document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition," adopted in LVMC 16.02.010(B), is hereby repealed in its entirety.

SECTION 2: Subject to the provisions of Sections 3 and 4 of this Ordinance, the document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition," which is attached hereto and incorporated by this reference, is hereby adopted and incorporated in LVMC 16.02.010(B).

SECTION 3: The fee tables adopted by Ordinance No. 6110 as part of the document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition":

(A) Shall remain in full force and effect; and

(B) Subject to the provisions of Section 4 of this Ordinance, shall serve as the fee tables that are included as part of the document referred to in Section 2 of this Ordinance.

SECTION 4: The fee tables referred to in Section 3 of this Ordinance are amended by adding to Table No. 3-E thereof, in the appropriate location and in the format used in that table, a research and processing fee for large-scale projects in the amount of $500.

SECTION 5: The Department of Building and Safety is authorized and directed to incorporate into the fee tables referred to in Section 3 of this Ordinance, at the appropriate location, the new fee adopted by Section 4 of this Ordinance.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

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

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valtteed 2-16-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

A SUPPLEMENTAL DOCUMENT AMENDING
THE UNIFORM ADMINISTRATIVE CODE, 1997 EDITION

SECTION 1: Except as otherwise indicated, all section and chapter references contained in this Supplemental Document are to the Uniform Administrative Code, 1997 Edition.

SECTION 2: Certain provisions of this code may be parallel or similar to provisions of the International Building Code; International Residential Code; Uniform Plumbing Code; Uniform Mechanical Code; National Electrical Code; or other similar code adopted by the City. The provisions of this Code and the provisions of the other referenced codes shall be applied to the extent possible. The Building Official shall have the discretion, in the interest of convenience for the City or the public, to apply the provisions herein or corresponding administrative provisions in any of the above-referenced codes, in the versions adopted by the City. In the event of any conflict in administrative provisions, the provisions of Section 104 of this Code shall govern, unless otherwise deemed appropriate by the Building Official. Unless otherwise specified, the term "Department" refers to the department of the City charged with the enforcement of the codes referred to in this Section, and the term "Director" refers to the director of that department.

SECTION 3: Section 102 is hereby amended by adding a new Subsection 102.9, reading as follows:

102.9 Professional Office Conversions. Except as otherwise provided in this Subsection, any conversion from a residential occupancy to a professional office shall conform to the new construction requirements for a B Occupancy, including without limitation the requirements of the International Building Code, the National Electrical Code, the Uniform Mechanical Code, and the Uniform Plumbing Code. However, a conversion from a residential occupancy to a professional office that meets all the following criteria is exempt from the requirements of the International Building Code for commercial buildings (other than those contained in Chapter 11 and Chapter 34):

1. The building must have a building area of 1500 square feet or less, calculated using the definition of "building area" contained in Section 502 of the International Building Code, but not inclusive of parking garage or carport areas;
2. The conversion must be pursuant to a valid zoning approval; and
3. The conversion must not include expansion of the existing building and must be limited to minor exterior or interior remodeling, or both, that is allowed by the Building Official to be done in order to accommodate the disabled or to comply with zoning requirements.

SECTION 4: Section 103 is hereby amended by deleting the introductory paragraph thereof and replacing it with the following:

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. The American Heritage Dictionary of the English Language, Fourth Edition, copyright 2006, shall be considered as providing ordinarily accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

SECTION 5: Section 103 is hereby amended by deleting the definitions of the terms "Building Code," "Mechanical Code," "Plumbing Code" and "UBC Standards."

SECTION 6: Section 103 is hereby amended by adding thereto, at the appropriate locations, the following terms and corresponding definitions:

BUILDING CODE refers to the International Building Code and the International Residential Code promulgated by the International Code Council, as adopted by the City.

MECHANICAL CODE is the Uniform Mechanical Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by the City.

PLUMBING CODE is the Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by the City.

SECTION 7: Section 202 is hereby amended by deleting Subsections 202.1 and 202.6 and substituting therefor new Subsections 202.1 and 202.6 reading as follows:

202.1 General. The Building Official is hereby authorized and directed to enforce all the provisions of this code and the referenced technical codes. For such purposes, the Building Official shall have the powers of a law enforcement officer. The Building Official shall have the sole power and discretionary authority to render interpretations, to modify or to suspend portions of this code and the referenced technical codes and to adopt and enforce additional rules and regulations supplemental to this code and the referenced technical codes as may be deemed necessary to clarify and apply the provisions of this code and the referenced technical codes.

202.6 Authority to Disconnect Utilities. The Building Official or his authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure or building service equipment therein regulated by this Code or by the technical codes, in case of emergency, where such building, structure or equipment is hazardous to life or property. The Building Official shall whenever possible notify the serving utility, the owner and the occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify in writing such utility, owner and occupant of such disconnection immediately thereafter. Such disconnection is also authorized in cases where a building or structure has been constructed, remodeled, repaired, energized or occupied in violation of this Code or any of the technical codes; provided, however, that notice and an opportunity for informal hearing shall first be afforded the owner and occupant.

SECTION 8: Section 204 is hereby amended by deleting Section 204.1 and 204.2 and substituting therefor a new Section 204.1 and Subsections 204.1.1 through 204.1.5, reading as follows:

204.1 Board of Appeals. The Board of Appeals is created to hear and decide

appeals of determinations made by the Building Official or Fire Marshal relative to the application and interpretation of the technical codes. The Board of Appeals is authorized to hear appeals relating to this Chapter and the technical codes, and to review proposed alternate materials and methods of construction. Members of the Board of Appeals shall be appointed by the Las Vegas City Council and shall serve a term of four years, or until their successors are appointed. Members may be removed from office at any time by a majority vote of the City Council.

204.1.1 Members. The members of the Board of Appeals shall be qualified by training and experience to decide matters pertaining to building construction and building service equipment. The members shall not be employees of the City of Las Vegas. The members of the Board of Appeals shall consist of the following:

1. Two general contractors.
2. One electrical contractor or electrical engineer.
3. Two mechanical/plumbing contractors.
4. One fire protection engineer.
5. One lay member.
6. One architect registered by the State of Nevada.
7. One structural engineer registered by the State of Nevada.

201.1.2 Procedures. The Board of Appeals may adopt rules and procedures for conducting its hearings and investigations. A person (the appellant) who wishes to appeal a determination of the Building Official or Fire Marshal to the Board of Appeals shall submit a written request for appeal to the Building Official or Fire Marshal, as applicable. The Building Official or Fire Marshal, as applicable, shall provide the appellant a copy of the guidelines for preparing an appeal and a copy of any Board-adopted rules and procedures. The appellant is responsible to prepare the written appeal in compliance with the guidelines. In order to provide for timely hearing and resolution of appeals, the Building Official or Fire Marshal shall schedule a hearing before the Board upon a determination of the Building Official or Fire Marshal that a written appeal is in substantial compliance with the Board guidelines for preparing an appeal. In addition to information and evidence submitted by the appellant, information and evidence may be submitted in support of the determination by the Building Official or Fire Marshal. The Board shall issue a written decision based on the evidence presented at the hearing. The decision shall be signed by the chairman of the Board and shall be filed with the Building Official or Fire Marshal, as applicable. A copy of the Board decision shall be delivered to the appellant in person or by U.S. Certified Mail.

201.1.3 Limitation and Scope of Authority. The Board of Appeals shall not have authority relative to the interpretation of the administrative provisions of this Chapter or the adopted administrative provisions of the technical codes, nor shall the Board be empowered to waive any requirements of this Chapter or the technical codes.

201.1.4 Tests. The appellant shall, at the appellant's expense, cause to be performed and produced any tests or research necessary to support appellant's claims before the Board of Appeals and any tests or research as may be required by the Board in its consideration of the claims

of the appellant.

201.1.5 Liability. No member of the Board of Appeals shall be personally liable for any damage that may accrue to persons or property as a result of any good faith act or any good faith act omission in the discharge of the duties specified herein. Any suit brought against the Board or any member thereof resulting from such act or omission performed, or not performed, by a member of the Board acting in an official capacity in the performance of Board duties as specified in this Chapter shall be considered an act of the City of Las Vegas and shall be subject to all applicable immunities and rights conferred by law upon the City of Las Vegas, as well as subject to applicable City of Las Vegas liability self-insurance or insurance coverage.

SECTION 9: Section 301 is hereby amended by deleting Subsection 301.1 and substituting therefor a new Subsection 301.1 and new Subsections 301.1.1 and 301.1.2, reading as follows:

301.1 Permits Required. Except as specified in this Section 301 or in Section 28 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:

1. An additional fee in the amount of the building permit fees chargeable under Section 304 (i.e., double fees); and
2. An investigation inspection fee pursuant to Table No. 3-E, if an inspector or inspections supervisor is sent to inspect the work.

NOTE: Requirements concerning swimming pools and spas are contained in Sections 39 to 44, inclusive, of this Supplemental Document.

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. Where State law requires that a general contractor be retained for a particular project, 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. All building permit applications must include the license number and applicable monetary limits of the general contractor and each

subcontractor.

NOTE: Additional licensing requirements concerning plumbing work are contained in Sections 26 to 33, inclusive, of this Supplemental Document. Additional licensing requirements concerning mechanical work are contained in Sections 34 to 38, inclusive, of this Supplemental Document.

301.1.2 Maintenance. All buildings, structures, pools, spas, signs, and building service equipment, existing and new, and all parts thereof shall be maintained in a safe condition. All devices or safeguards which are required by the technical codes shall be maintained in conformance with the technical code under which installed. The owner or his designated agent shall be responsible for the maintenance of buildings, structures, pools, spas, signs and their building service equipment. To determine compliance with this subsection, the Building Official may cause any structure to be reinspected.

SECTION 10: Section 301 is hereby amended by deleting Subsection 301.2.1, including its constituent subdivisions and substituting therefor a new Subsection 301.2.1, reading as follows:

301.2.1 Work Exempt from Permit. A building permit shall not be required for the following:

1. Construction work on property owned by the United States or on property owned by any other governmental entity, to the extent exempted by State law.
2. Amusement devices and structures, including merry-go-rounds, ferris wheels, rotating conveyances, slides and similar devices, and any other accessory structure consisting of a cover or roof whose use is necessary for the operation of any such device or structure when such device or structure is used for less than 30 days. A storage building or detached structure that is not an integral part of an amusement device or structure does not qualify as an exempt accessory structure for purposes of this paragraph. The exemption contained in this paragraph likewise does not apply to any electrical, mechanical or plumbing work that is to be done in connection with amusement devices or structures that are to be used on a site.
3. Oil derricks.
4. Movable cases, counters and partitions that do not exceed 5 feet 9 inches in height and not containing electrical branch circuits.
5. Privately owned water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed two to one.
6. Platforms, walks and driveways not more than 30 inches above grade and not over any basement or story below, when built in conjunction with a building that is classified as a Group R, Division 3 one-family or two-family dwelling or a U Occupancy.
7. Painting, papering and similar finish work, except for trim and decorative work exceeding 0.5 pounds per square foot or 0.35 pounds per lineal foot in weight.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Window awnings supported by an exterior wall of a Group R, Division 3

one-family or two-family dwelling, or a U Occupancy, when projecting not more than 54 inches.

10. Residential television or radio antennas whose height design does not exceed 10 feet above the height of the tallest structure on the property, and so located that the distance to the nearest property line is equal to or greater than the total height of the antenna mast.

11. Construction directly relating to the delivery of a utility service, built by a public utility company operating under the control of the Public Service Commission. This exemption applies only to buildings, structures, or service equipment that is directly used in utility generation or distribution and is installed on properly registered easements belonging to water, gas, power, telephone, or other utility companies governed under the State of Nevada Public Service Commission, another State agency, or a public franchise. This exemption does not apply to office buildings, grading, occupied support buildings and general site development.

12. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved 120-volt receptacle, when that cord or cable is permitted by the Electrical Code.

13. The repair or replacement of fixed motors or fixed approved appliances of the same type and rating in the same location.

14. The installation, alteration or repair of electrical wiring, apparatus or equipment for the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public utility in the exercise of its function as a serving utility.

15. Any portable unit refrigerating system (cooling only) as defined in the Mechanical Code.

16. Any wall, including a retaining wall, that is not over two feet in height, measured from the low finished grade to the grade on the opposite side. This exemption does not apply to:

a. Any wall that supports a surcharge;

b. Any wall (including a patio wall) that retains flammable liquids; or

c. Any wall of combined materials that exceeds 2 feet in height.

17. One-story detached accessory buildings used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 200 square feet.

NOTE: Exemption from the permit requirements of this Code shall not be deemed to authorize any work to be done in violation of the provisions of the technical codes or any other City ordinances or regulations.

SECTION 11: Section 301 is hereby amended by adding thereto a new subsection, designated as Subsection 301.3, reading as follows:

301.3 Manufactured Housing, Travel Trailer and Recreational Vehicle Permits.

301.3.1 Manufactured Housing Installations (R-MH or R-MHP District). Manufactured housing installations are under the jurisdiction of the Nevada State Department of

Business and Industry. The units shall bear a seal from a recognized approval agency.

301.3.2 Travel Trailers or Recreational Vehicles (R-MH or R-MHP District). Travel trailers or recreational vehicles are under the jurisdiction of the Nevada State Department of Business and Industry.

301.3.3 Temporary Residential Use Pending Construction. Nothing in this Code or the technical codes shall be deemed to prohibit any owner of a lot or parcel of land from parking his own manufactured home or recreational vehicle thereon and living therein. Before placing or parking the manufactured home or recreational vehicle, the owner must:

1. Obtain a building permit for a permanent residence to be located on the same lot and for the owner's use;
2. Execute in the City's favor a surety bond or equivalent, in accordance with the provisions of Section 301.3.4 below:
3. Obtain a permit for the temporary placement of the manufactured home or recreational vehicle; and
4. Provide the proper sanitary facilities in the manner required by the Clark County Health District.

The period of occupancy may not exceed one year after the permit for temporary placement is issued. Upon written request, the Building Official may grant a single extension of time of up to six months.

301.3.4. Surety for Removal. The surety bond required by Section 301.3.3 shall be in the amount of one thousand dollars ($1,000.00), shall secure the removal of the manufactured home or recreational vehicle, and shall be conditioned upon the owner's maintaining in force a valid building permit during the entire time the manufactured home or recreational vehicle is in place. As an alternative to the surety bond, the owner may deposit the sum of one thousand dollars ($1,000.00):

1. With the City Treasurer, to be refunded upon full compliance with this Subsection; or
2. With a financial institution, provided that the owner, the City and the financial institution have entered into a security agreement that is acceptable to the City Attorney. The arrangement described in the preceding sentence is referred to below as cash-in-lieu-of-bond.

301.3.5 Temporary Placement for Contractor/Security Purposes. Nothing in this Code or the technical codes shall be deemed to prohibit the temporary placement of a manufactured home or travel trailer for the use of a contractor engaged in construction work on the same parcel of land. In addition, a manufactured home or travel trailer may be temporarily placed upon any commercially zoned lot or parcel of land to be used for security purposes when approved by the Building Official. Any placement of a temporary manufactured home or travel trailer for the purpose of living there shall be subject to the requirements concerning installation, permitting, bonding, and time limits as set forth in Sections 301.3.4 and 301.3.5 above. Any such manufactured home or travel trailer shall be properly installed and maintained in accordance with this Section 301.3.

301.3.6 Temporary Placement of Manufactured Building for Commercial Operation. Nothing in this Code or the technical codes shall be deemed to prohibit a commercial operation from temporarily operating within a manufactured building when the use has been approved by the City Council, the duration of the temporary use shall be in accordance with this Section 301.3 or as determined by the City Council. The period of occupancy may not exceed one year from the date of approval. The Building Official may, upon written request, grant a single six-month extension, provided that a valid building permit is in force at the time the extension is requested and the City Council has approved the extension. Any such manufactured home or travel trailer shall be properly installed and maintained in accordance with this Section 301.3.

301.3.7 Enforcement. Enforcement of the provisions of this Section 301.3 shall be in accordance with this Section 301.3.7. Each reference in this Section 301.3.7 to the term "manufactured home" includes a travel trailer or recreational vehicle.

1. Whenever the Building Official or his designee finds that a manufactured home has remained on the permit holder's property for a period in excess of the limits specified above, he may issue a written notice and order to comply to the principal and to any surety on the bond. Notice to the principal is sufficient if sent by certified mail, return receipt requested, to the address provided by the principal on the application for the permit. The notice and order shall state the estimated cost of removal, and provide that if the manufactured home is not removed within 30 days from the date of notice, the bond shall be forfeited.

2. Any permit holder or surety who believes that no violation described in Paragraph (1) above has occurred may, within 15 days after the date of the notice and order, apply in writing to the Department for a hearing. The Department shall forthwith set a date for said hearing, with at least five days written notice to the requesting party. The hearing shall be conducted by the Building Official or his designee.

3. The compliance order shall be stayed from the date a timely hearing request is received by the Department until a decision is rendered by the Department, and by the City Council in the event of a timely appeal of the Department's decision.

4. After the requested hearing, the Building Official may rescind, modify or affirm the order of compliance.

5. Within ten days after the date the Department's decision is rendered, the permit holder or surety may, if dissatisfied, appeal to the City Council by filing a written notice of appeal with the Department.

6. Upon receipt of an application from the person required to remove the manufactured home and an agreement by such person to comply with the order if allowed additional time, the Building Official or his designee may, at his discretion, grant an extension of time, not to exceed an additional 180 days, within which to remove the manufactured home. The Building Official or his designee's authority to extend time is limited to the removal of the manufactured home and shall not in any way affect the time to appeal the notice and order.

7. After receipt of a notice and order to comply, the surety must, within the time limits specified above, either cause the manufactured home to be removed or pay over to the Department the cost of removal after said manufactured home is removed by the Department. The Building Official or his designee may proceed by such mode as is deemed convenient to cause the

manufactured home to be removed. The Building Official or his designee may, in accordance with City contracting procedures, hire a private contractor to remove manufactured home.

8. If a cash bond has been posted, notice of default as provided shall be given to the principal, and if the compliance is not obtained within the time limits specified, the Building Official or his designee may proceed without further notice to use the cash deposit or any portion of such deposit to cause the manufactured home to be removed, by contract or otherwise. The balance, if any, of such cash deposit shall, upon the completion of the work, be returned to the depositor or to his successors or assignee after deducting the cost of the work.

9. If cash-in-lieu of bond has been deposited, the notice of default shall be given to the principal, and if the compliance is not obtained within the 30) days specified, the Building Official or his designee may withdraw the deposited funds and use them to cause the manufactured home to be removed by contract or otherwise. The balance, if any, shall upon the completion of the work, be returned to the depositor or to his successors or assignee after deducting the cost of the work.

10. In any instance where the Building Official or his designee has caused a manufactured home to be removed, such manufactured home may be placed in storage at any location within Clark County, Nevada, and all costs of that storage shall be borne by the owner of such mobile home upon reclaiming the manufactured home. Upon the owner's failure to pay storage costs, such manufactured home may be sold in accordance with NRS Chapter 108.

11. Any costs in excess of the forfeited bond amounts shall be charged to the principal. Where the full amount due to the City is not paid by the principal within 60 days after the City has removed the manufactured home, the Building Official or his designee may request the City Attorney to commence appropriate legal proceedings to obtain payment.

301.3.8 Adoption of Guidelines. The Department may adopt procedural guidelines to be used in implementing this Section 301.3.

SECTION 12: Section 301 is hereby amended by adding thereto three new subsections, designated as Sections 301.4, 301.5 and 301.6, respectively, reading as follows:

301.4 Grading Permit-Acreage Limitations. In order to minimize the environmental impacts of large-scale grading, a grading permit shall authorize the grading of no more than 120 acres at a time. The Building Official may increase the acreage authorized for grading in the case of:

1. Golf course development; or
2. Other large-scale development, if the applicant or permittee demonstrates to the satisfaction of the Building Official that enhanced dust control mitigation measures are in place to ensure that the increase in grading activity will not adversely impact neighboring properties.

301.5 Moving of Buildings.

1. In order to move any building or structure to or from a location within the City, a moving permit must be obtained in advance. The application for a permit must describe the

proposed new location for the building or structure. After a permit is issued, but before the building or structure is moved, the applicant must contact a Supervisor of Building Inspections to schedule field inspections of the building that is to be moved and the site from which it is being moved. Field inspections may include, without limitation, the following items:

a. Visible structural integrity of the structure.
b. Required or proposed means of egress.
c. Electrical wiring and grounding.
d. Plumbing and gas line location, and compliance with applicable codes.
e. Site safety, including the capping of lines, disconnection of electrical power, filling of holes, and removal of other potential hazards.

The moving of buildings shall be subject to the requirements (and the prior approval, if applicable) of the Traffic Engineering Division of the Department of Public Works, the Nevada Department of Transportation, and any other agency having jurisdiction.

2. With regard to any structure proposed to be moved to a location within the City, whether it is proposed to be moved from another location within the City or from a location outside the City, the application for a moving permit shall be accompanied by an application for a building permit, including the submittal of plans of the type and extent that would be required for the initial erection of that structure and comply with current codes. The Department is authorized to require letters from design professions verifying structural integrity and compliance with the International Energy Code. The review and approval of those plans shall also include and be subject to review and verification by the Department of Planning and Development, and the Land Development Division that the proposed location of the building, whether permanent or temporary, is permissible and appropriate under applicable zoning and development regulations.

301.6 Demolition Permits. Except as otherwise provided in this Section 301.6, a separate demolition permit is required for each building, address or suite at which demolition is to occur. Any sewer investigation permit which is required must be obtained prior to the issuance of a demolition permit. A demolition permit is not required under this Section for partial demolition work if:

1. The work is to be performed in conjunction with remodeling, alteration, or repair of a structure;
2. Plans for the work have been reviewed, approved, and a permit has been issued by the Building Department for the proposed work; and
3. The demolition work is within the area of the scope of the new work.

SECTION 13: Section 302 is hereby amended by deleting Subsections 302.3 and 302.5, substituting therefor new Subsections 302.3 and 302.5, reading as follows:

302.3 Information on Plans and Specifications. Plans and specifications shall be drawn to scale upon substantial paper whose sheets will be of a uniform size not to exceed 42 x 30 inches in size. The plans and specifications shall be of sufficient clarity to indicate the location,

nature and extent of the work proposed and to show in detail that the work will conform to the provisions of the technical codes and all relevant laws, ordinances, rules and regulations. Electronic submittals will be accepted in accordance with 1) State of Nevada approved guidelines and 2) technological capabilities.

302.5 Inspection and Observation Program. When special inspection is required by Chapter 17 of the International Building Code, the architect or engineer of record shall prepare an inspection program which shall be submitted to the Building Official for approval prior to issuance of the building permit. The inspection program shall designate the portions of the work to have special inspection, the name or names of the individuals or firms who are to perform the special inspections and indicate the duties of the special inspectors.

The special inspector shall be employed by the owner, the engineer or architect of record, or agent of the owner, but not the contractor or any other person responsible for the work.

When structural observation is required by Chapter 17 of the International Building Code, the inspection program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.

The inspection program shall include samples of inspection reports and provide time limits for submission of reports.

SECTION 14: Section 303 is hereby amended by deleting Subsection 303.4 and substituting therefor a new subsection 303.4, reading as follows:

303.4 Expiration. Every permit issued by the Building Official with respect to work governed by the technical codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, as documented by an approved inspection, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days, as documented by an approved inspection. For purposes of this Section, an "approved inspection" is a complete inspection that is passed for all aspects of the subject of the inspection, and does not include "partial passed" inspections.

Any permittee holding an unexpired permit may apply for an extension of the time within which to commence work under that permit when the permittee is unable to commence work within the time required by this Section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. For each permit extension, an administrative fee in the amount set forth in Table No. 3-D for "Permit Issuance and Administration" shall be charged. The Building Official may extend a permit more than once, at his or her sole discretion. However, no such extension shall exceed a period of 2 years in the aggregate. After 2 years, new permits shall be required with full

fees at each renewal.

Permits shall also expire when corrections which have been required by means of a notice to correct have not yet been completed within 30 days after such inspection. Before such work can be recommenced, a new permit therefor shall first be obtained, and the fee therefor shall be one half the amount required for a new permit for such work, provided that no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall request the renewal in writing and pay a new full permit fee.

SECTION 15: 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 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 16: Section 304 is hereby amended by adding a new Subsection 304.6.1, reading as follows:

304.6.1 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 17: 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. A research and processing fee, as set forth in Table No. 3-E, for certain large-scale projects concerning which permit renewal has been requested. The determination of which projects are subject to this fee shall be made by the Building Official, taking into account the size and complexity of the project.
4. 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 18: Section 305 is hereby amended by deleting the first paragraph of the subsection remaining the same:

305.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official, and the construction or work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types

of construction shall have continuous inspection as specified by Chapter 17 of the International Building Code.

SECTION 19: Section 305 is hereby amended by deleting Subsection 305.5 and substituting therefor a new Subsection 305.5, reading as follows:

305.5 Required Building Inspections. All work regulated by this Code and the technical codes must be inspected and approved before being covered or concealed, and finished work must be inspected and approved before occupancy. The sequence and types of required inspections will be indicated on the inspection report card. The absence of such indication shall not be deemed to waive any inspection requirement. The Building Official, upon notification, shall make inspections that may include, but are not limited to, the following, and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent of construction that fails to comply with this Code or the technical codes:

1. Foundation Inspection. To be made after excavations for footing are complete and required reinforcing steel is in place. For concrete foundations, required forms shall be in place prior to inspection. All materials for the foundation shall be on the job, except when concrete is ready-mixed in accordance with approved nationally recognized standards, the concrete need not be on the job. When the foundation is to be constructed of approved treated wood, additional inspections may be required by the Building Official.

2. Concrete slab or under-floor inspection. To be made after in-slab or under-floor building service equipment, conduit, piping accessories and other ancillary equipment items are in place but before any concrete is placed or floor sheathing installed, including the subfloor.

3. Frame inspection. To be made after the floor, framing, fire blocking and bracing are in place and all pipes, chimneys and vents are complete and the rough electrical, plumbing, and heating wires, pipes, and ducts are approved.

4. Lath and/or wallboard inspection. To be made after lathing and wallboard, interior and exterior, is in place but before plaster is applied or before wallboard joists and fasteners are taped and finished.

5. Final inspection. To be made after finish grading and the building is completed and ready for occupancy.

SECTION 20: Sections 306 and 307 are deleted in their entirety with no substitution.

SECTION 21: Section 308 is hereby amended by adding thereto two new subsections, designated as Subsections 308.3 and 308.4, respectively, reading as follows:

308.3 Construction Power. The Building Official may authorize temporary construction power, which is a privilege granted solely for convenience.

308.4 Revocation of Temporary Connection or Construction Power. Temporary connections of construction power may be revoked, upon written notice, for the use of temporary construction power for permanent occupancy, and may be revoked with or without notice for tampering with the electrical service panel in violation of the National Electrical Code and utility company requirements, or in the event work is suspended or abandoned as described in Subsection 303.4.

SECTION 22: Subsection 309.1 is hereby amended by deleting both the first paragraph thereof and the exception that follows and substituting for that paragraph and exception the following paragraph:

309.1 Use or Occupancy. No building or structure shall be used or occupied and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official approved the building or structure for occupancy, either by means of a Certificate of Occupancy or by the approval of a final inspection.

SECTION 23: Subsection 309.3 is hereby amended by adding and the end thereof the following provisions:

Whenever it is determined that an existing building has never been issued a Certificate of Occupancy, the Building Official may require that the following steps be taken in order to determine a minimal level of compliance with the appropriate technical codes:

1. The performance of a site investigation by an appropriate inspector to review the building's compliance with applicable codes in effect at the time the building was constructed.

2. Written notice to the owner, representative, or tenant identifying deficiencies in code compliance and requiring that actions be taken within a specified time to address such deficiencies.

In connection with these steps, the Building Official may also require that the use or occupancy of the building be ceased pending the correction of deficiencies, but only where the Building Official determines that immediate danger to public safety so requires.

Upon correction of the deficiencies, a Certificate of Occupancy will be issued.

SECTION 24: Section 309 is hereby amended by adding thereto a new subsection, designated as Subsection 309.7, reading as follows:

309.7 Utilities. Upon revocation of a Certificate of Occupancy, the Building Official may order the disconnection or discontinuance of utility services upon at least 3 days written notice to the owner and occupant.

SECTION 25: Table Nos. 3-A to 3-H, inclusive, are hereby deleted in their entirety, and new Table Nos. 3-A, 3-B, 3-C, 3-D, 3-E and 3-F, which were adopted by Ordinance No. 6110, are incorporated by this reference and are adopted in lieu of the tables hereby deleted.

PROVISIONS RELATING TO THE PLUMBING CODE

SECTION 26: In connection with the administration and enforcement of the Uniform Plumbing Code, as adopted by the City, the provisions which are set forth as Sections 27 to 33, inclusive, of this Supplemental Document are hereby adopted.

SECTION 27: **GENERAL PROHIBITIONS AND PROVISIONS**

A. It is unlawful for any person to conduct, carry or engage in the business of plumbing or act in the capacity of a plumbing contractor without first having obtained a license from the State of Nevada Contractor's Board to carry on the trade of plumbing.

B. It is unlawful for any person to conduct, carry on or engage in the business of installing, altering or repairing sewers or private sewage disposal systems without first having obtained a license from the State of Nevada Contractors Board to carry on the trade of plumbing.

C. The minimum job site requirement for an individual leading or directing the installation of plumbing shall be a Southern Nevada licensed journeyman plumber.

D. Contractors and their employees engaged in the construction of underground utility lines are exempt from provisions of this Chapter requiring a Certificate of Qualification, but such contractors must possess both valid State contractor's license and a City business license to carry on the business of contracting, as distinct from engaging in the business of plumbing.

SECTION 28: **DEFINITIONS AND QUALIFICATIONS OF CONTRACTORS AND PLUMBERS**

A. A Plumbing Contractor is a person who holds a license from the State of Nevada Contractors Board and a business license from the City to carry on the trade of plumbing.

B. A licensed Journeyman Plumber is a person who has successfully passed an examination issued by an approved agency in Clark County.

C. A Qualified Individual or QI is a person who has passed an appropriate examination(s) of the State of Nevada Contractors Board subsequent to July 1, 1985, and otherwise meets the qualifications of, and has been accepted by, the State of Nevada Contractors Board as a Qualified Individual in one or more of the subcategories of plumbing contracting (or as appropriate to the work to be permitted) after July 1, 1985.

D. Notwithstanding anything to the contrary in Sections 301 through 309 of this Code, as adopted by the City, the Building Official may authorize approved contractors to install, inspect and verify the proper installation of water heaters and water softeners, without the need to obtain a permit prior to the installation or to obtain an inspection of the work by the City following the installation. In such cases, the Building Official may issue permits for the installation of water heaters and water softeners after the work has been completed and charge an appropriate fee in connection therewith. Each installation must be properly verified, tagged and documented in accordance with procedures set forth by the Building Official. For the purposes of this Subsection, an "approved contractor" is one who:

1. Is properly licensed for the type of work to be performed;
2. Has successfully completed a course on the installation of water heaters and water softeners provided by the City; and
3. Has been approved by the City to participate in the program described in this Subsection.

SECTION 29: **PERMITS; WORKSITE REQUIREMENTS**

A. Permits may be issued to plumbing contractors having a State of Nevada Contractor's license and City business license for any plumbing or drainage work regulated by the Uniform Plumbing Code.

B. Permits may be issued to any properly licensed person to install, alter or enlarge irrigate systems, providing that required backflow prevention devices are installed to existing water lines.

C. Permits may be issued to licensed fire sprinkling contractors or licensed plumbing contractors for the installation of automatic fire existinguishing systems, provided that all work conforms to the requirements of the most recent edition of the National Board of Fire Underwriters Standard #13.

D. Permits may be issued to any person to do plumbing or drainage work regulated by the Uniform Plumbing Code in a single family dwelling used exclusively for living purposes, including the usual accessory buildings or quarters in connection with such buildings, provided that such person is the bona fide owner of such dwelling and accessory buildings or quarters, and the same are occupied or designated to be occupied by said owner.

E. A permit may be issued for the original installation of permanent and rental water softening equipment, provided the work done involves only minor changes in the existing water lines. Every application for a permit shall be accompanied by a sketch or drawing of the proposed installation. The person making the installation, at a minimum, must have successfully passed an examination given by an approved agency for a limited certificate of competency, permitting the holder to make minor changes in the present water system to install only permanent and rental water softening equipment. If the installation involves connecting to the drainage system, this work must

be done by a certified plumber unless the building is provided with a drain connection suitable for the purpose of connecting a water softener. For purposes of this paragraph, "minor changes" in the water system shall be construed to mean that no more than one cut into the existing water lines will be required.

F. A permit may be issued to any general engineering contractor, or to any sewer, sewage disposal, drain and pipelaying contractor, pipeline contractor or industrial piping contractor licensed by the State of Nevada, for work within that contractor's respective specialty or specialties, for the construction and installation of sewer, water, or other underground utility lines on private or public property up to a point not less than 5 feet from the building and, with respect to a manufactured home or recreational vehicle park, for installation of pipeline systems in accordance with approved plans.

G. A permit may be issued to any refrigeration or air conditioning contractor who holds both a valid State of Nevada contractor's license, Classification C-21 (a) or (b), and a valid business license issued by the City, to install gas piping which is directly related and necessary to the repair or replacement of a refrigeration, heating or air conditioning system, not exceeding 500,000 BTUH per permit (based on natural gas input). The permittee shall only use qualified workers who have met City requirements for installation of gas lines. The permittee shall not modify or alter any gas piping except for that gas piping allowed by this Subsection.

H. At least one licensed Journeyman Plumber must be on any job site while work is being performed.

I. Notwithstanding anything to the contrary in Sections 301 through 309 of this Code, as adopted by the City, the Building Official may authorize approved contractors to install, inspect and verify the proper installation of water heaters and water softeners, without the need to obtain a permit prior to the installation or to obtain an inspection of the work by the City following the installation. In such cases, the Building Official may issue permits for the installation of water heaters and water softeners after the work has been completed and charge an appropriate fee in connection therewith. Each installation must be properly verified, tagged and documented in accordance with procedures set forth by the Building Official. For the purposes of this Subsection, an "approved contractor" is one who:

1. Is properly licensed for the type of work to be performed;
2. Has successfully completed a course on the installation of water heaters and water softeners provided by the City; and
3. Has been approved by the City to participate in the program described in this Subsection.

SECTION 30: **PLAN/CALCULATION PREPARATION**

When plans and calculations are not stamped with the seal of an architect or engineer who is responsible for the work, the plumbing contractor shall be responsible for design and

conformance with this Code. The plumbing contractor shall provide on any plans a title block which includes the plumbing contractor's company and individual names, and the State contractor's license number.

EXCEPTION: An owner-builder may prepare plans for the owner-builder's own home. An owner-builder shall provide a title block and sign the building plans.

SECTION 31: **OCCUPANCY FEES FOR SEWER CONNECTION (See Chapter 14.04 of the Las Vegas Municipal Code for Schedule of Fees)**

Occupancy fees for sewer connection shall be due at the time of issuance of building permit or occupancy change. An application for occupancy change shall include the deposit for any additional fees that required to be paid. Credit for existing sewer shall be applied to the new sewer fees based on previous type of occupancy and only when the new occupancy requires an additional fee. The Building Official may authorize the refunding of sewer connection fees which are erroneously paid or collected and in instances where construction is not performed. All applications for refunds must be filed in writing by the original permittee not later than 180 days after the date of payment. All refunds are subject to an administrative fee to cover the processing of permits and refund applications. The administrative fee shall be in the amount of the Permit Issuance and Administration Fee set forth in Table No. 3-D, or 20% of the total connection fee, whichever is less.

SECTION 32: **SEWER TRUNK EXTENSION AND OVERSIZING REFUNDING AGREEMENTS**

A. Sewer trunk extensions and oversizing necessary to serve real property within the City which is incapable of being served by existing sewer trunks may be installed pursuant to refunding agreements, at the discretion of the Director of Public Works, in accordance with the following procedures:

1. An applicant for a "sewer extension" refunding agreement will file an application with the Department of Public Works, accompanied by an approved design of the proposed installation.

2. When a "sewer oversizing" refunding agreement is required, the Department of Public Works shall designate the sizing for the proposed trunk extension; the depth at which it shall be installed; the number, location and type of appurtenances to be included therein; and the location of the area from which the refund therefor will be derived. Two designs shall be prepared for the project, an oversizing design and a base design meeting the capacity needs of the development. Both designs shall have matching pipe crown elevations.

3. Upon receipt of approved design plans, the applicant shall submit to the Department of Public Works at least 3 written bids (sealed) from licensed sewer contractors for the construction of the proposed sewer extension in accordance with the approved plans therefor; provided, however, that the Director of Public Works, at his discretion and upon good cause shown, may waive the requirement of those written bids.

4. Sewer refunding agreements are based on the lowest responsible bid.

Oversizing costs are based on the lowest cost differential between the oversizing design bid and the base design bid. Reimbursable extension costs are based on the lowest bid minus the oversizing costs. Costs involving rock or hard material excavation shall not be included in the original refunding agreements. If the developer encounters rock or hard material excavation, the developer shall notify Off-site Inspection and Testing who will document the amount of hard material excavation encountered. The developer may request an amendment to the agreement based on the amount of hard material excavation encountered. As a prerequisite for City consideration for payment for rock or hard material excavation, notification will be provided to the City prior to commencement of work.

5. Any sewer trunk extension and appurtenant installation under a refunding agreement shall conform to Design and Construction Standards for Wastewater Collection Systems then in force in the City, and shall be subject to the acceptance by the City prior to the use thereof.

6. Upon the completion of construction of any such sewer trunk extension, ôas builtö plans of said installation shall be filed with the Department of Public Works.

B. Recovery of extension costs shall apply only to that portion of the extended sewer trunk in excess of 200 feet from its connection to the existing sewer trunk (the "trunk extension subject to refunding") and terminating at the nearest point of the development. The amount recoverable thereunder shall be as specified in the agreement but not to exceed 95% of the amount, based on the lowest acceptable bid, actually expended by the applicant, after any appropriate adjustment in cost, in the construction of the trunk extension subject to refunding; provided, however, that the cost resulting from any oversizing of such extended sewer trunk at the request of the City shall be pursuant to separate agreement and shall be paid after the acceptance by the City of such extended sewer trunks, or as specified in the agreement.

C. Unless otherwise provided by agreement, refunds pursuant to each refunding agreement shall be made by the City on or before the anniversary date of the refunding agreement in each year on the basis of and shall be limited to $125.00 for each sewer connection fee received during the preceding 12 months from properties adjacent to the limits of the extension agreement. The right to any refund thereunder shall expire on the tenth anniversary of the execution of such agreement. In no event shall the aggregate refund to be made under any such refunding agreement ever exceed ninety-five percent (95%) of the costs expended by the applicant in connection with the installation of the trunk extension subject to refunding.

D. Unless otherwise specified by agreement, refunds associated with sewer extensions and reimbursements associated with oversizing shall be made to the applicant.

SECTION 33: **FEES.**

Fees related to plumbing permits and plumbing work shall be as set forth in Table Nos. 3-A through 3-F.

PROVISIONS RELATING TO THE MECHANICAL CODE

SECTION 34: In connection with the administration and enforcement of the Uniform Mechanical Code, as adopted by the City, the provisions which are set forth as Sections 35 to 37, inclusive, of this Supplemental Document are hereby adopted.

SECTION 35: **LICENSING**

Any person, firm or corporation engaged in the business of installing, repairing, servicing, maintaining or improving heating and air conditioning equipment or ductwork in the City shall first secure a State of Nevada contractor's license and a City business license. Those licenses must be kept valid as long as the licensee is engaged in any business described in this section.

SECTION 36: **QUALIFIED PERSONS**

A. It is unlawful for any person to install, alter, reconstruct, repair or maintain any heating, ventilating, air conditioning or refrigeration equipment or evaporative cooler or cooling tower as described in this Code, unless such person is a qualified person or a regular salaried employee of a qualified person, in which latter case the qualified person shall be responsible for all work done by such employee.

B. The term "qualified person" shall be deemed to mean a person, firm or corporation holding both a valid contractor's license issued by the State of Nevada and a valid City business license, or a person who qualifies under Subsection (C) of this Section.

C. Any permit required by this Code may be issued to any person doing any construction or work regulated by this Code in a single family dwelling used exclusively for living purposes, including usual accessory buildings and quarters in connection with such single family dwelling, provided that:

1. Such person is a bona fide owner of such dwelling, accessory building and quarters;
2. The same are occupied by or intended to be occupied by such owner;
3. For the installation of any equipment, such owner applies for and obtains a permit for such construction work; provided, however, that no permit will be required for the repair, service or maintenance of existing equipment.

SECTION 38: **FEES.**

Fees related to mechanical permits and mechanical work shall be as set forth in Table Nos. 3-A through 3-F.

PROVISIONS RELATING TO THE POOL CODE

SECTION 39: In connection with the administration and enforcement of the Southern Nevada Pool Code, as adopted by the City, the provisions which are set forth as Sections 40 to 44,

inclusive, of this Supplemental Document are hereby adopted.

SECTION 40: **EXISTING INSTALLATIONS**

A. Any swimming pool/spa or water feature lawfully installed prior to the effective date of this Code may have its existing use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and location and no hazard to the public health, safety or welfare has been created by such system.

B. The owner or his designated agent shall be responsible for the maintenance of the swimming pool/spa or water feature in a safe and sanitary condition.

SECTION 41: **AUTHORITY TO ABATE**

A. Any portion of a swimming pool/spa or water feature found to be unsafe and/or insanitary as defined herein is hereby declared to be a nuisance.

B. Where a nuisance exists or a system is maintained in violation of this Code, the Building Official shall have authority to provide notice of, and require the abatement of, the nuisance in any manner provided by law.

SECTION 42: **PERMIT REQUIRED**

A. It shall be unlawful for any person to install, remove, repair or replace or cause to be installed, removed, repaired or replaced, any swimming pool/spa or water feature within a building or upon any premises without first obtaining a permit to do such work from the Building Official.

B. A separate permit shall be obtained for each building structure or swimming pool/spa or water feature.

EXCEPTION: A permit is not required for repairs and remodeling which involve only the replacement of component parts of existing work with similar materials and do not affect any structural, electrical, mechanical, or plumbing installations.

SECTION 43: **APPLICATION FOR PERMIT**

A. A permit application may be made by a person entitled to apply for and receive a permit, on forms provided for that purpose. The application shall include a description of the character of the work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The Building Official may require plans, specifications or drawings and such other information as may be deemed necessary before issuance of a permit per Section 101.6 of this Code.

B. An application for a permit for new construction shall be accompanied by plans as required by the Building Official, and in sufficient detail, to include the following:

1. Plot plans dimensioned and drawn to a reasonable scale and showing at least the following:

a. Property lines, easement, right-of-way of record, and overhead utilities over the property adjacent to the pool/spa or water feature.

b. Existing structures, fences, retaining walls, irregular grades, and other relevant characteristics adjacent to the pool/spa or water feature.

c. The proposed pool/spa or water feature shape and type, dimensioned and located to show setbacks, side yards and clearance from existing structures adjacent to the pool/spa or water feature.

d. The proposed mechanical equipment pad location in relation to setbacks and side yards.

e. All diving and deck equipment items if included.

f. The proposed deck work configuration showing its anticipated drainage.

2. A structural plan showing at least the following:

a. The type of construction.

b. The pool/spa or water feature dimensions, including the depth, surface area, and adequate cross-sections drawn to scale.

c. Computations, stress diagrams, and other data sufficient to show the correctness of the plans, including the reinforcing steel schedule and detail, if applicable.

d. Contractor's structural calculations (stamped and signed by a registered engineer) for pools, spas, spa dam walls, raised bond beams, surcharges, waterscape and all other unusual conditions.

e. Detailed drawings of the items listed in (e), which shall be stamped and signed by the engineer of record and show:

i. Plan views.

ii. Cross sections.

iii. Reinforcing steel size.

iv. Reinforcing steel spacing.

v. Thickness of walls.

3. A mechanical plan showing at least the following:

a. The volume, system flow rate in gallons per minute (GPM's), and turnover in hours.

b. The type and size of filtration system and means of waste disposal.

c. The type and size of the pool heater, including the method of venting and provisions for combustion air, if applicable.

d. The pool piping layout and types of material to be used, and showing the location of the main outlet, surface skimmers and inlets.

e. The rated capacity of the pool pump in GPM's at the design head with the size and type of motor indicated and identified as to type of pump.

f. The means of adding make-up water.

g. The size and length from source to heater and routing of gas line, if applicable.

h. The size and location of existing electrical service.

C. If the Building Official determines that the plans, specifications, drawings, descriptions, or information furnished by the applicant are in compliance with this Code, the permit applied for shall be issued upon payment of the required fees.

D. The Building Official shall further require that permits be obtained by the persons responsible for all of the electrical, plumbing, related utility connections and heating work in conjunction with issuance of the building permit for the swimming pool/spa or water feature.

E. All plans and documents submitted shall be on substantial paper and shall show the name and address of the person under whose supervision the documents were prepared.

F. Nothing in this Section or in its implementation shall void or diminish the applicability of any other requirement of any other department or agency having jurisdiction.

SECTION 44: **FEES.**

Fees related to permits and work under the Pool Code shall be as set forth in Table Nos. 3-B,3-C, 3-D and 3-E.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-11
(Updates the City's Administrative Code, relating to the administration of the various building and technical codes)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-11, that will update the City's Administrative Code, relating to the administration of the various building and technical codes.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

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:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

Unknown; dependent on how many applicants for large-scale projects need research services

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Unknown; dependent on how many applicants for large-scale projects need research services. Likely not to exceed $2500 per year

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:

Offset research-related costs

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: February 16, 2011

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-12 – Adopts the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. 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 adopt the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

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. 2011-12
2. Southern Nevada Amendments to the 2009 Uniform Plumbing Code
3. Business Impact Statement

BILL NO. 2011-12

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2009 EDITION OF THE UNIFORM PLUMBING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code.

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

SECTION 1: Title 16, Chapter 28, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.28.010: Those certain documents, [three] copies of each being on file in the Office of the City Clerk, and designated as follows, are adopted by reference and made a part of this Code, to the same effect as if set out herein in full:

(A) Uniform Plumbing Code, [2006] 2009 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled ["Southern Nevada Amendments to the 2006 Uniform Plumbing Code,"] "Southern Nevada Amendments to the 2009 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, [2006] 2009 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled Southern Nevada Amendments to the 2009 Uniform Plumbing Code is attached hereto.

SECTION 3: The document entitled "Southern Nevada Amendments to the Uniform Plumbing Code, 2009 Edition," is amended by adding thereto the following language:

Section 313.4 of the Uniform Plumbing Code, 2009 Edition, is amended by adding thereto a new sentence, reading as follows:

All copper piping under the slab must be sleeved.

SECTION 4: The Uniform Plumbing Code, 2006 Edition, and the 2006 Southern

Nevada Plumbing Code Amendments, as amended, are hereby repealed in their entirety.

SECTION 5: This Ordinance shall become effective on July 5, 2011.

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

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
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Las Vegas, NV 89101

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City of North Las Vegas

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Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2009

UNIFORM PLUMBING CODE

Approved by SNBO
July 23, 2010

Chapter 1 Administration.

Delete Chapter 1, with the exception of Sections 101.1, 101.2 and 103.1.3 and revise Section 103.1.3, as follows:

103.1.3 Plumbing Licensing Provision. Provision for licensing shall be determined by the Administration Provision of Authority Having Jurisdiction.

Section 205 Definitions.

Add a new definition to Section 205 to be placed in alphabetical order, as follows:

Combustible Construction - Combustible construction shall mean work within any building or structure classified as Type III, Type IV or Type V as defined in the Building Code. Plastic piping is not permitted in Type I and Type II buildings.

Section 311.4 Prohibited Fittings and Practices.

Revise Section 311.4 by deleting the second sentence and adding a new exception, as follows:

311.4 Except as hereinafter provided in Sections 908.0, 909.0 and 910.0, no vent pipe shall be used as a soil or waste pipe, nor shall any soil or waste pipe be used as a vent.

> **Exception:** Single stack DWV systems may be used provided they are designed by a Nevada registered Mechanical Engineer and approved by the authority having jurisdiction.

Section 402.2 Water Closets.

Revise Section 402.2 in its entirety, as follows:

402.2 Water Closets. Water closets, either flush tank, flushometer tank, or flushometer valve operated, shall have an average consumption of 1.6 gallons (6.1 liters) of water per flush. A timing device or other mechanism which will automatically flush a water closet periodically or continually is prohibited.

Section 402.3 Urinals.

Revise Section 402.3 in its entirety, as follows:

402.3 Urinals. Urinals shall have an average water consumption of 1 gallon (3.8 liters) of water per flush. A timing device or other mechanism which will automatically flush a urinal periodically or continually is prohibited.

Section 411.2 Location of Floor Drains.

Add a new Section, 411.2.4, as follows:

411.2.4 All Fire Pump rooms shall be provided with a (3) inch (76 mm) minimum floor drain which must be connected to an approved trap primer.

Section 412.1 Minimum Number of required Fixtures.

Delete Sections 412.2 through 412.6 and Table 4-1 in their entirety and revise Section 412.1, as follows:

412.1 Minimum Number of Required Fixtures. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number as required by the currently adopted Building Code.

Section 413.1 Limitation of Hot Water Temperature for Public Lavatories.

Add a new Exception to Section 413.1, as follows:

413.1 Limitation of Hot Water Temperature for Public Lavatories. Hot water delivered from public use lavatories shall be limited to a maximum temperature of 120ºF (49ºC) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

Exception: An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120ºF.

Section 414.5 The Limitation of Hot Water in Bathtubs and Whirlpool Bathtubs.

Add a new Exception to Section 414.5, as follows:

414.5 The Limitation of Hot Water in Bathtubs and Whirlpool Bathtubs. The maximum hot water temperature discharging from the bathtub and whirlpool bathtub filler shall be limited to 120ºF (49ºC) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

Exception: An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120ºF.

Section 416.3 Limitation of Water Temperature in Bidets.

Add a new Exception to Section 416.3, as follows:

416.3 Limitation of Water Temperature in Bidets. The maximum hot water temperature discharging from a bidet shall be limited to 110ºF (43ºC) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

Exception: An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120ºF. In no case shall the setting for the bidet exceed 110°F.

Section 509.3.1 Access to Appliances on Roofs.

Revise Section 509.3.1, as follows:

509.3.1 Gas utilization appliances located on roofs or other elevated locations shall be accessible~~.~~ by permanent roof access ladders, as follows:

(1) Each ladder shall have side railings which extend at least thirty (30) inches (762 mm) above the roof or parapet wall.

(2) Each ladder shall be a minimum of fourteen (14) inches (356 mm) in width.

(3) Each ladder rung shall be spaced at a maximum of fourteen (14) inches (356 mm) on center.

(4) Each ladder shall have a minimum of a six (6) inch (152 mm) toe space.

(5) Each ladder shall have intermediate horizontal landings whenever the ladder height exceeds eighteen feet (5486 mm) above finished grade. Landings shall be placed at eighteen foot (5486 mm) intervals, maximum.

Exceptions:

1. Permanent exterior ladders providing roof access need not extend closer than eight (8) feet (2438 mm) to the finish grade.
2. A portable ladder may be used for access for Group R Division 3 and 4 and U occupancies.

3. Permanent ladders for equipment access need not be provided at parapets or walls less than thirty (30) inches (762mm) in height.

Section 510.6 Gas vents.

Add a new Exception to Section 510.6.2, item #1, as follows:

510.6.2 A gas vent shall terminate in accordance with one of the following:

(1) Above the roof surface with a listed cap or listed roof assembly. Gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 5-2, provided they are at least eight (8) feet (2.4 m) from a vertical wall or similar obstruction. Other gas vents shall terminate not less than two (2) feet (0.6 m) above the highest point where they pass through the roof and at least two (2) feet (0.6 m) exceeding any portion of a building within ten (10) feet (3.1 m).

Exception: A single-family residence having gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 5-2, provided they are at least four (4) feet (1.2 m) from a vertical wall or similar obstruction.

Items (2) through (6) remain unchanged.

Section 603.3 General Requirements.

Revise Section 603.3.3, as follows:

603.3.3 The premise owner or responsible person shall have the backflow prevention assembly tested by a certified backflow assembly tester at the time of installation, repair, or relocation and not less than on an annual schedule thereafter, or more often when required by the Authority Having Jurisdiction. The certified tester shall leave a copy of their backflow certification on site along with a copy of the certification of each device tested. These documents shall be recorded into the permanent record at the time of installation. The periodic testing shall be performed in accordance with the procedures referenced in Table 14-1 by a tester qualified in accordance with those standards.

Section 603.4.12 Potable Water Supply to Carbonators.

Revise Section 603.4.12, as follows:

603.4.12 Potable Water Supply to Carbonators. Potable water supply to carbonators shall be protected by a listed reduced pressure principle backflow preventer as approved by the authority having jurisdiction.

Section 604.0 Materials.

Add a new Section 604.1.1, as follows:

604.1.1 Plastic piping shall be limited to buildings defined as combustible construction by this code.

Section 608.5 Relief Valves.

Revise Section 608.5 Relief Valves, as follows:

608.5 Relief Valves. Relief valves located inside a building shall be provided with a drain, not smaller than the relief valve outlet, of galvanized steel, hard- drawn copper piping and fittings, CPVC, flexible corrugated connectors complying with 604.12, or listed relief valve drain tube with fittings that will not reduce the internal bore of the pipe or tubing (straight lengths as opposed to coils) and shall extend from the valve to the outside of the building with the end of the pipe not more than two (2) feet (610 mm) nor

less than six (6) inches (152 mm) above the ground or the flood level of the area receiving the discharge and pointing downward. Temperature and Pressure Relief (T & P) drains shall discharge to the exterior of the building unless structural conditions or the manufacturers listing prevent this termination. T & P drains may discharge through an air gap into a secondary clothes washer port, or through an air gap in a floor sink or a floor drain provided they are located in normally unoccupied areas. No part of such drain pipe shall be trapped or subject to freezing. The terminal end of the drain pipe shall not be threaded.

Section 701.0 Materials.

Revise Section 701.0 by adding a new Section 701.1.2.1 Materials, as follows:

701.1.2.1 Materials. Plastic piping used for drainage waste and vent systems shall be limited to buildings defined as combustible construction by this code.

Section 704.3 Fixture Connections (Drainage)

Revise Section 704.3, as follows:

704.3 Pot sinks, scullery sinks, dishwashing sinks, silverware sinks, commercial dishwashing machines and other similar fixtures shall be indirectly connected to the drainage systems by means of an air gap.

Section 707.10 Cleanouts

Add a new Exception to Section 707.10, as follows:

707.10 Cleanout fittings shall be not less in size than those given in Table 7-6.

Exception: Where a 2-1/2" (inch) cleanout is required, a 2" (inch) cleanout may be used for horizontal branch waste lines.

Section 710.1 Drainage of Fixtures Located Below the Next Upstream Manhole or Below the Main Sewer level.

Delete Section 710.1, in its entirety and replace, as follows:

710.1 Drainage Piping servicing fixtures which have flood level rims located below the elevation of the next upstream manhole cover of the public or private sewer serving such drainage piping shall be protected from backflow of sewage by installing an approved type backwater valve; Other than a single dwelling unit served by an individual sewer, fixtures above such elevation shall not discharge through the backwater valve.

Section 801.2.2 Food and Beverage Handling Establishments.

Revise Section 801.2.2, as follows:

801.2.2 For walk-in coolers, floor drains shall be permitted to be connected to a separate drainage line discharging into an outside receptor. The flood level rim of the receptor shall be not less than six (6) inches (152 mm) lower than the lowest floor drain. Such floor drains shall be trapped and individually vented. Cleanouts shall be provided at every ninety (90) degree (1.6 rad) turn and shall be accessibly located. Such waste shall discharge through an airgap into a trapped and vented receptor, except that full-size airgap is required where the indirect waste pipe may be under vacuum.

Section 801.2.4 Floor Sinks.

Revise Section 801.2 by adding a new Section 801.2.4 Floor Sinks, as follows:

801.2.4 Floor Sinks. Floor sinks shall be installed flush with the finished floor and shall be accessible for cleaning.

Section 804.1 Indirect Waste Receptors.

Revise Section 804.1 by adding a new second paragraph, as follows:

When any indirect waste piping other than the discharge from the clothes washer is terminated into a washer box, a double port clothes washer box shall be used. The second port shall be permanently connected to the vertical receptor standpipe via a wye branch fitting or a listed multiport clothes washer box may be used. The clothes washer shall discharge through an air break into the primary receptor standpipe. All other indirect waste piping shall discharge into the secondary port through an air gap.

Section 903.0 Materials.

Revise Section 903.1 by adding a new section 903.1.2.1, as follows:

903.1.2.1 Plastic piping used for drainage waste and vent systems shall be limited to buildings defined as combustible construction by this code.

1009.0 Gravity Grease Interceptors.

Delete Sections 1009.0 through 1017.2, retain Table 10-3 and add new Sections 1009.0, 1010.0, 1011.0, 1012.0 and 1013.0, as follows:

1009.0 - Gravity Grease interceptors

1009.1 General. A grease interceptor shall be provided for proper handling of liquid wastes containing grease. A grease interceptor as described in these standards shall be installed in any business establishment with kitchen facilities including restaurants, cafes, lunch counters, cafeterias, supermarkets, convenience stores, bakeries, bars and clubs, hotels, hospitals, sanitariums, factory or school kitchens, or any other commercial establishment where grease may be introduced into the sewer system.

Special consideration shall be given to every fish, fowl and animal slaughterhouse or establishment; every fish, fowl and meat packing or curing establishment; every soap factory, tallow rendering, fat rendering and hide curing establishment; or any other establishment from which considerable amounts of grease are likely to be discharged into the sewer system. Written application describing exact operation and anticipated volumes of grease shall be made to the Sanitation Authority Having Jurisdiction to determine the standards for such systems.

1009.2 Fixtures. The waste discharge from fixtures and equipment which may contain grease from the businesses set out previously shall be drained through a grease interceptor or grease interceptors. Fixtures such as, but not limited to, the following are included: scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and similar cooking equipment, trash compactors, floor drains in grease generating areas, and trash can wash areas.

1009.3 Prohibited fixtures. The waste lines from toilets, urinals, and other similar fixtures shall not drain through a grease interceptor.

1009.4 Location.

(1) Grease interceptors shall be so installed and connected that they shall be at all times easily accessible for inspection, cleaning and removal of the intercepted grease.

(2) Grease interceptors shall be placed as close as practical to the fixtures served.

(3) Grease interceptors shall be located on the exterior of buildings unless specifically approved otherwise in writing by the health district.

(4) Grease interceptors shall be so located as to be accessible for service without the use of ladders or the removal of bulky equipment.

(5) Location of all grease interceptors shall be shown on the approved plans.

(6) Each grease interceptor shall serve only one business establishment. Multiple business connections to a single interceptor are not permitted. Unless approved by the sanitation authority in writing.

(7) An accessible hose bib shall be located within 25 feet (7620 mm) of every grease interceptor.

1009.5 Size.

(1) Grease interceptors shall be sized in accordance with Table 10-3. Interceptors shall not be more than one size larger than required in Table 10-3.

NOTE: For situations not covered by Table 10-3, a submittal showing the interceptor size and calculations shall be approved by the sanitation authority prior to building official plan approval. For business establishments other than commercial restaurants, a specific submittal shall be approved by the sanitation authority prior to building official plan approval. Such designs shall be prepared by a Nevada Registered Engineer.

(2) All grease interceptors shall have a minimum of two compartments with a minimum of 3 inch (76.2 mm) diameter fittings designed for grease retention. The fittings shall be installed in the following manner: A sanitary tee shall be installed at the inlet, a sanitary tee on the inlet side of the interceptor baffle, and a sanitary tee installed at the outlet.

(3) There shall be adequate access for cleaning all areas of the separator. A minimum of one access point into each compartment within the separator shall be provided. In addition, no access points shall be further apart than 10 feet (3048 mm) regardless of the number of compartments. Separator covers shall be of gas-tight construction. Interceptor covers shall have a minimum opening dimension of twenty (20) inches (508 mm) in diameter.

(4) All waste shall enter the grease interceptor through the inlet pipe.

(5) Grease interceptors shall be so designed that they will not become air bound. Each interceptor shall be properly vented with a relief vent located on the outlet side of the interceptor.

(6) Cleanouts shall be installed in the drainage piping inlet and outlet side of each grease interceptor and the outlet side of each sample box.

(7) Each fixture discharging into a grease interceptor shall be individually trapped and vented in an approved manner.

(8) Each grease interceptor shall have an approved water seal of not less than two (2) inches (50.8 mm) in depth or the diameter of its outlet whichever is greater.

(9) When grease interceptors are located in areas of pedestrian or vehicle travel, the design of the interceptor shall be adequate to support the imposed load. Structural calculations to verify its adequacy may be required.

(10) A sample box shall be provided on the outlet side of each grease interceptor down stream of the required cleanout and vent.

1009.6 Water Test. A water test shall be applied to the level of the top of the interceptor inlet opening through the outlet opening or discharge side of the sample box. Interceptors shall show no leakage from section seams, pinholes or other imperfections. Any leakage below this level is cause for rejection.

(1) **Backfill**. Interceptors shall not be backfilled until the inspection has been made to verify there are no leaks.

1010.0 Sand/Oil Interceptors.

1010.1 Where Required. An interceptor shall be provided for the proper handling of liquid wastes containing oil (of petroleum origin), sand, inert solids or any other similar substances.

NOTE: A sand/oil interceptor is not intended for the disposal of hazardous waste or as a backup system for accidental spills.

Interceptors as described in these standards shall be installed in, but not limited to, the following locations: car washes, motor vehicle, boat or airplane storage yards, gasoline and diesel service stations, repair garages or any other similar facility which may introduce sand and oil into the sewer system.

Submittal of a written application describing the exact facility operation and the types and anticipated volumes of waste to be generated may be required by the building official.

1010.2 Fixtures. The waste discharge from fixtures and equipment which may contain sand, oil-based wastes and inert solids shall drain only through an interceptor. This requirement includes, but is not limited to, the following: floor drains, floor sinks, special processing equipment, trench drains, and area drains.

1010.3 Prohibited Fixtures. The waste line from toilets, urinals, lavatories and other similar fixtures, which discharge domestic wastes only, shall not drain through the interceptor.

1010.4 Location.

(1) Sand/ oil interceptors shall be so installed and connected that they shall be at all times accessible for inspection, cleaning and removal of the intercepted waste.

(2) Sand / oil interceptors shall be placed as close as practical to the fixtures served.

(3) Sand/ oil interceptors shall be located on the exterior of buildings unless specifically approved otherwise in writing by the sanitation authority.

(4) Sand/ oil interceptors shall be located as to be accessible for service without the use of ladders or the removal of bulky equipment.

(5) Location of all sand/oil interceptors shall be shown on the approved plans.

(6) Each sand/ oil interceptor shall serve only one business establishment. Multiple business connections to a single sand/ oil interceptor are not permitted unless approved by the sanitation authority in writing.

1010.5 Size and Design.

(1) All sand/oil interceptors shall be a minimum of three hundred (300) gallons (40 cubic feet) (1136 l) of total liquid capacity with a minimum floating liquid capacity of 55 gallons (208 l).

(2) All sand/oil interceptors shall have a minimum of two compartments with a minimum of 3 inch (76.2 mm) diameter fittings designed for retention. The fittings shall be installed in the following manner: a 90^0 long sweep shall be installed at the interceptor inlet, a sanitary tee shall be installed on the inlet side of the interceptor baffle, and a sanitary tee installed at the outlet.

(3) There shall be adequate access for cleaning all areas of the separator. A minimum of one (1) access point into each compartment within the separator shall be provided. In addition, no access points shall be further apart than ten (10) feet (3048 mm) regardless of number of compartments. Access covers shall have a minimum opening dimension of twenty (20) inches (508 mm) in diameter. Separator covers shall be of gas-tight construction.

(4) The sand/oil interceptor shall be properly vented and designed to prevent it from becoming air bound in accordance with this code.

(5) Each business establishment for which a sand/oil interceptor is required shall be provided with an interceptor which shall serve that establishment only and no others. Separate owners or lessees within a large business or establishment shall require separate interceptors.

(6) Each sand/oil interceptor shall have a water seal of not less than six (6) inches (152 mm).

(7) When separators are located in areas of foot or vehicle traffic, the design of the separator shall be adequate for the imposed load. Structural calculations performed by a Nevada Registered Engineer to verify adequacy may be required.

(8) Any private or public wash rack or slab used for cleaning machinery or machine parts, shall drain to a sand/oil separator, and shall be adequately protected against storm or surface water intrusion.

(9) Design standards other than those listed above may be acceptable. Redwood baffles shall not be used for new or existing interceptors. Any alternate design shall be prepared by a Nevada Registered Engineer and submitted for review and approval by the sanitation authority and the building official.

(10) Cleanouts shall be installed in the drainage piping inlet and outlet side of each sand/oil interceptor and the outlet side of each sample box.

(11) A sample box shall be provided on the outlet side of the interceptor down stream of the required cleanout and vent.

1010.6 Water Test. A water test shall be applied to the level of the top of the interceptor inlet opening through the outlet opening or discharge side of the sample box. Interceptors shall show no leakage from section seams, pinholes or other imperfections. Any leakage below this level is cause for rejection.

(1) **Backfill**. Interceptors shall not be backfilled until the inspection has been made to verify there are no leaks.

1011.0 Maintenance of interceptors.

1011.1 Grease and sand/oil interceptors shall be maintained in efficient operating condition by periodic removal of the accumulated grease or sand/oil. No such collected grease, sand/oil, or any material collected from the interceptor shall be introduced into any drainage piping, public or private sewers. The materials removed from interceptors shall be handled and disposed of in a proper manner in accordance with published health district and sanitation authority requirements. Illegal dumping of waste into the sewer shall not be allowed.

1011.2 Maintenance records for each installed interceptor shall be maintained on the premises at all times and presented to a duly authorized agent of the sanitation authority upon request.

1011.3 The Authority Having Jurisdiction shall have the authority to mandate the installation of additional equipment or devices and enforce a maintenance program.

1012.0 Abandoned interceptors. Abandoned interceptors shall be cleaned and filled as required by Section 722.0 of the Plumbing Code for abandoned sewers and sewage disposal facilities.

1013.0 Existing Buildings. Whenever an existing building has a change in use which requires an interceptor or whenever there is an increase in the total number of drainage fixture units served by an existing interceptor, one or more interceptors shall be installed in the drainage system serving the building meeting the requirements of Section 1009 and 1010.

Section 1101.3 Material Uses.

Revise Section 1101.3 by adding a new Section 1101.3.1, as follows:

1101.3.1 Plastic piping used for rainwater systems shall be limited to buildings defined as combustible construction by this code.

Section 1101.5.1 Subsoil Drains.

Revise Section 1101.5.1, as follows:

1101.5.1 Where required by the geotechnical engineer or the authority having jurisdiction, subsoil drains shall be provided around the perimeter of buildings having basements, cellars, or crawl spaces or floors below grade. Such subsoil drains may be positioned inside or outside of the footing, shall be of perforated, or open-jointed approved drain tile or pipe not less than three (3) inches (80 mm) in diameter, and shall be laid in gravel, slag, crushed rock, approved three-quarter (3/4) inch (19.1 mm) crushed recycled glass aggregate, or other approved porous material with a minimum of four (4) inches (102 mm) surrounding the pipe on all sides. Filter media shall be provided for exterior subsoil piping.

Delete Section 1101.9, Filling Stations and Motor Vehicle Washing Establishments, in its entirety.

Delete Section 1101.10, Paved Areas, in its entirety.

Delete Section 1103.0, Traps on Storm drains and Leaders, in its entirety.

Delete Section 1104.3, Combining Storm with Sanitary Drainage, in its entirety.

Section 1203.3 Fuel gas.

Revise Section 1203.3 by adding a new Section 1203.3.1, as follows:

1203.3.1 Dry Gas – A gas having a moisture and hydrocarbon dew point below any normal temperature to which the gas piping is exposed. Southern Nevada shall be considered a dry gas condition area unless specified by the local gas purveyor.

Section 1211.1.6 Piping Underground Beneath Buildings.

Delete Section 1211.1.6 in its entirety and replace, as follows:

1211.1.6 Piping Underground Beneath Buildings. No gas piping shall be installed in or on the ground under any building or structure unless installed in gastight conduit, and all exposed gas piping shall be kept at least six (6) inches (152 mm) above grade or structure. The term "building or structure" shall include structures such as porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances. All gas piping under a slab shall be capable of being removed and replaced.

The conduit shall be of material approved for installation underground beneath buildings and not less than Schedule 40 pipe. The interior diameter of the conduit shall be not less than one-half (1/2) inch (15 mm) larger than the outside diameter of the gas piping.

The conduit shall extend to a point at least (12) inches (305 mm) beyond any area where it is required to be installed or to the outside wall of a building, and the outer ends shall not be sealed. Where the conduit terminates within a building, it shall be readily accessible and the space between the conduit and the gas piping shall be sealed to prevent leakage of gas into the building.

Exception: Products listed for such use.

Section 1211.3.2 Connections.

Revise item (4) in Section 1211.3.2, as follows:

1211.3.2 Connections. Where gas piping is to be concealed, unions, tubing fittings, bushings, and compression couplings made by combinations of fittings shall not be used. Connections shall be of the following types:

(1) Pipe fittings such as elbows, tees, and couplings.

(2) Joining tubing by brazing (see Section 1209.5.8.2).

(3) Fittings listed for use in concealed spaces that have been demonstrated to sustain, without leakage, any forces due to temperature expansion or contraction, vibration, or fatigue based on their geographic location, application or operation.

(4) Where necessary to insert fittings in gas pipe that has been installed in a concealed location, the pipe shall be reconnected by welding, flanges, or with right and left couplings.

Section 1214.3 Test Pressure.

Delete Section 1214.3.1 in its entirety and replace, as follows:

1214.3.1 This inspection shall be made after all piping authorized by the permit has been installed and after all portions thereof which are to be covered or concealed are so concealed and before any fixtures, appliance, or shutoff valve has been attached thereto. This inspection shall include an air, CO2 or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than ten (10) pounds per square inch (68.9 kPa) gauge pressure, or at the discretion of the Administrative Authority, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. Test pressures shall be held for a length of time satisfactory to the Administrative Authority, but in no case for less than fifteen (15) minutes, with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches (356 mm) water column pressure, the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa) and shall be continued for a length of time satisfactory to the Administrative Authority, but in no case for less than thirty (30) minutes. These tests shall be made using air, CO2, or nitrogen pressure only and shall be made in the presence of the Administrative Authority. All necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conducting tests shall comply with Section 319.0, Test Gauges.

Delete Chapter 13, Health Care Facilities and Medical Gas and Vacuum Systems, in its entirety.

Delete Chapter 15, Firestop Protection, in its entirety.

Delete Chapter 16, Part 1 - Gray Water Systems, Sections 1601 through 1612 in their entirety.

Section 1613.0 Reclaimed Water Systems - General.

Revise Section 1613.0 (A), as follows:

1613.0 Reclaimed Water Systems - General.

(A) The provisions of Part II of this chapter shall not be allowed in residential buildings and shall apply to the installation, construction, alteration, and repair of reclaimed water systems intended to supply uses such as water closets urinals, trap primers for floor drains, floor sinks, irrigation, industrial processes, water features and other uses approved by the Authority Having Jurisdiction. Potable water supplied as makeup water in these systems shall be protected against back-pressure and back-syphonage in accordance with Sections 602.0 and 603.0.

Delete Appendix F, Firefighter Breathing Air Replenishment Systems, in its entirety.

Delete Appendix K, Private Sewage Disposal Systems, in its entirety.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-12
(Adopts the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-12, that will adopt the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

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:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-13 – Adopts the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. 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 adopt the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

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. 2011-13
2. Southern Nevada Amendments to the 2009 Uniform Mechanical Code
3. Business Impact Statement

BILL NO. 2011-13

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2009 EDITION OF THE UNIFORM MECHANICAL CODE, TOGETHER WITH AMENDMENTS THERETO, AS THE CITY'S MECHANICAL CODE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code.

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

SECTION 1: Title 16, Chapter 24, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.24.010: Those certain documents, [three] copies of each being on file in the office of the City Clerk, and designated as follows, are adopted by reference and made a part of this Code, to the same effect as if set out herein in full:

(A) Uniform Mechanical Code, [2006] 2009 Edition, designated as Part 1 of this Chapter; and

(B) A document entitled the ["Southern Nevada Amendments to the 2006 Uniform Mechanical Code,"] "Southern Nevada Amendments to the 2009 Uniform Mechanical Code," adding to, deleting from and amending the Uniform Mechanical Code, [2006] 2009 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled the "Southern Nevada Amendments to the 2009 Uniform Mechanical Code," which is attached hereto, is hereby modified as set forth in Section 3 of this Ordinance.

SECTION 3: The amendment concerning Chapter 1 Administration is modified so that it reads:

Chapter 1 is deleted in its entirety except Sections 101.0 Title, 102.0 Purpose and 103.0 Scope.

SECTION 4: The Uniform Mechanical Code, 2006 Edition, and the Southern Nevada 2006 Mechanical Code Amendments are hereby repealed in their entirety.

SECTION 5: This Ordinance shall become effective on July 5, 2011.

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

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

Southern Nevada Building Officials
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Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2009

UNIFORM MECHANICAL CODE

Approved by SNBO
July 23, 2010

Chapter 1 Administration.

Delete Chapter 1 in its entirety, except for Section 101.0 Title and Section 101.2 Purpose.

Section 205.0 Definitions.

Add a new definition to Section 205.0, as follows:

Combustible Construction - Combustible construction shall mean work within any building or structure classified as Type III, Type IV, or Type V as defined in the Building Code. Plastic piping is not permitted in Type I and Type II buildings.

Section 303.1.1 Plastic Pipe Use.

Add a new Section 303.1.1, Plastic Pipe Use, as follows:

303.1.1 Plastic Pipe Use. Plastic materials listed for use in mechanical equipment are acceptable as an alternate to other approved materials for use in installations in combustible construction only.

Exceptions:

(1) Approved plastic control tubing of mechanical equipment may be used in buildings or structures of all construction classifications when installed in accordance with their listings.

(2) When restricted by other sections of this code.

Section 309.2 Condensate Control.

Revise Section 309.2, as follows:

309.2 Condensate Control. When a cooling coil or cooling unit is located in an attic or furred space where damage may result from condensate overflow an additional watertight pan of corrosion-resistant metal shall be installed beneath the cooling coil or unit top to catch the overflow condensate due to a clogged primary condensate drain or one of the following methods may be used:

(1) One pan with a standing overflow and a separate secondary drain may be provided in lieu of the secondary drain pan.

(2) One pan with a standing overflow and a water level detection device in lieu of the secondary drain pan. The water level detection device shall conform to UL 508 and shall shut off the equipment served in the event that the primary drain is blocked. The device shall be installed in the overflow drain line or in the equipment-supplied drain pan, located at a point higher than the primary drain line connection and below the overflow rim of the drain pan.

Exception: Fuel-fired appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.

The additional pan or the standing overflow shall be provided with a drain pipe, minimum 3/4 inch (19.1 mm) nominal pipe size, discharging at a point that can be readily observed.

This requirement is in addition to the requirements in Sections 309.3 and 309.4.

Section 504.3 Moisture Exhaust Ducts.

Revise Section 504.3.1 by adding a new exception, as follows:

504.3.1 Moisture Exhaust Ducts. Moisture exhaust ducts shall terminate on the outside of the building and shall be equipped with a back-draft damper. Screens shall not be installed at the duct termination.

Ducts for exhausting clothes dryers shall not be connected or installed with sheet metal screws or other fasteners which will obstruct the flow. Clothes dryer moisture exhaust ducts shall not be connected to a gas vent connector, gas vent or chimney and shall only serve clothes dryers. Clothes dryer moisture exhaust ducts under positive pressure shall not extend into or through ducts or plenums.

Exception: When moisture exhaust ducts terminate vertically through a roof, backdraft dampers are not required.

Section 504.3.2.2 Length Limitation.

Revise Section 504.3.2.2 by adding a new exception, as follows:

504.3.2.2 Length Limitation. Unless otherwise permitted or required by the dryer manufacturer's installation instructions and approved by the Authority Having Jurisdiction, domestic dryer moisture exhaust ducts shall not exceed a total combined horizontal and vertical length of fourteen (14) feet (4,263 mm), including two (2) 90 degree (1.57 rad) elbows. Two (2) feet (610 mm) shall be deducted for each 90 degree (1.57 rad) elbow in excess of two.

Exception: Lengths may be increased when justified by calculations prepared by a Nevada Licensed Mechanical Engineer.

Section 510.7.2 Interior Installations.

Add a new Section 510.7.2.4, as follows:

510.7.2.4 Unless specifically listed, the structural supports for a duct enclosure shall be outside the enclosure.

Section 511.2.5 Performance Test.

Add a new Section 511.2.5, as follows:

511.2.5 Performance Test. Upon completion and before final approval of the installation of a ventilation system serving commercial food heat-processing equipment, a performance test shall be performed to verify the rate of airflow and proper operation as specified in this chapter or manufacturer's listing. The permittee shall furnish the necessary test equipment and devices required to perform the tests and shall provide the jurisdiction with an accurate, completed, and signed test report. The report shall be on a form supplied by the jurisdiction or on a form containing equivalent information. At the discretion of the building official, the performance test may be required to be witnessed by the Authority Having Jurisdiction, performed by an approved third party testing agency.

Section 609.0 Automatic Shutoffs.

Revise Section 609.0 by adding a new paragraph following the exceptions, as follows:

Upon completion and before final approval of the air-moving system provided with the required smoke detectors, a performance test shall be performed to verify compliance of detector installation to manufacturer's instructions and system compatibility as specified in this chapter. The permittee shall furnish the necessary test equipment and devices required to perform the tests and shall provide the jurisdiction with an accurate, completed, and signed test report. The report shall be on a form supplied by the jurisdiction or on a form containing equivalent information. At the discretion of the building official, the performance test may be required to be witnessed by the Authority Having Jurisdiction, performed by an approved third party testing agency.

Section 802.6.2 Gas Vents.

Add a new Exception to Section 802.6.2, item (1), as follows:

802.6.2 A gas vent shall terminate in accordance with one of the following:

(1) Above the roof surface with a listed cap or listed roof assembly. Gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 5-2, provided they are at least eight (8) feet (2.4 m) from a vertical wall or similar obstruction. Other gas vents shall terminate not less than two (2) feet (0.6 m) above the highest point where they pass through the roof and at least two (2) feet (0.6 m) exceeding any portion of a building within ten (10) feet (3.1 m).

Exception: A single-family residence having gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 5-2, provided they are at least four (4) feet (1.2 m) from a vertical wall or similar obstruction.

The remainder of the section remains unchanged.

Section 904.10 Access to Appliances and Air Moving Systems on Roofs.

Revise Section 904.10, as follows:

904.10 Access to Appliances and Air Moving Systems on Roofs.

904.10.1 Appliances and air moving systems located on roofs or other elevated locations shall be accessible by permanent roof access ladders, as follows:

(1) Each ladder shall have side railings which extend at least thirty (30) inches (762 mm) above the roof or parapet wall.

(2) Each ladder shall be a minimum of fourteen (14) inches (356 mm) in width.

(3) Each ladder rung shall be spaced at a maximum of fourteen (14) inches (356 mm) on center.

(4) Each ladder shall have a minimum of a six (6) inch (152 mm) toe space.

(5) Each ladder shall have intermediate horizontal landings whenever the ladder height exceeds eighteen feet (5486 mm) above finished grade. Landings shall be placed at eighteen foot (5486 mm) intervals, maximum.

Exceptions:

(1) Permanent exterior ladders providing roof access need not extend closer than eight (8) feet (2438 mm) to the finish grade.

(2) A portable ladder may be used for access for a Group R Division 3 and 4 and U occupancies.

(3) Permanent ladders for equipment access need not be provided at parapets or walls less than thirty (30) inches (762mm) in height.

Chapter 10 Steam and Hot Water Boilers

Delete Chapter 10 in its entirety except Section 1001.0 and revise Section 1001.0, as follows:

1001.0 Applicability. For boilers and water heaters less than 120 gallon capacity, or a BTU input rating less than 200,000, or less than 160 pounds per square inch of pressure, see Chapter 5 of the Uniform Plumbing Code. For all other units, contact the Mechanical Section of the Nevada Division of Occupational Safety and Health, part of the Office of Business and Industrial Relations.

Table 11-1 Refrigerant Groups, Properties and Allowable Quantities.

Revise Table 11-1, by adding a new footnote #16, as follows:

[16] For occupancy Group I, Division 1 and Division 2, the quantity of refrigerant in each system is limited to 50 percent of the respective amount listed in this table. Exceptions: Kitchens, laboratories and mortuaries.

Table 11-2 Permissible Refrigeration Systems.

Revise Table 11-2 and add new footnotes #3 and #4, as follows:

Table 11-2

Permissible Refrigeration Systems[1]

Occupancy Group[4] and Division	High - Probability System	Low Probability System	Machinery Room
A-1	Group A1 only	Any	Any
A-2	Group A1 only	Any	Any
A-3	Group A1 only	Any	Any
A-4	Group A1 only	Any	Any
A-5	Group A1 only	Any	Any
B	Group A1 only[2]	Any	Any
E	Group A1 only	Any	Any
F-1	Group A1 only	Any	Any
F-2	Any[2]	Any	Any
H-1	Any	Any	Any
H-2	Any	Any	Any
H-3	Any	Any	Any
H-4	Any	Any	Any
H-5	Group A1 only	Any	Any
I-1	Group A1 only[3]	Any	Any
I-2	Group A1 only[3]	Any	Any
I-3	Group A1 only[3]	Any	Any
I-4	Group A1 only[3]	Any	Any
M	Group A1 only[2]	Any	Any
R-1	Group A1 only	Any	Any
R-2	Group A1 only	Any	Any
R-3	Group A1 only	Any	Any
R-4	Group A1 only	Any	Any
S-1	Group A1 only[2]	Any	Any
S-2	Any[2]	Any	Any
U	Any	Any	Any

Notes:

[1] See Section 1105.0.

[2] Any refrigerant may be used within a high-probability system when the room of space complies with Section 1105.3.

[3] The allowable quantities shown in Table 11-1 shall be reduced by 50 percent for all institutional occupancies except kitchens, laboratories, and mortuaries. (ASHRAE Safety Standard for Refrigeration Systems 15-2007 Section 7.2.1.)

[4] Occupancy classifications are defined in the Building Code

Section 1302 Fuel Gas.

Revise Section 1302.2 by adding a new Section 1303.2.1, as follows:

1303.2 Fuel Gas – Natural, manufactured, liquefied petroleum, or a mixture of these.

1303.2.1 Dry Gas – A gas having a moisture and hydrocarbon dew point below any normal temperature to which the gas piping is exposed. Southern Nevada shall be considered a dry gas condition area unless specified by the local gas purveyor.

Section 1312.1.6 Piping Underground Beneath Buildings.

Revise Section 1312.1.6 in its entirety, as follows:

1312.1.6 Piping Underground Beneath Buildings. No gas piping shall be installed in or on the ground under any building or structure unless installed in gastight conduit, and all exposed gas piping shall be kept at least six (6) inches (152 mm) above grade or structure. The term "building or structure" shall include structures such as porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances. All gas piping under a slab shall be capable of being removed and replaced.

The conduit shall be of material approved for installation underground beneath buildings and not less than Schedule 40 pipe. The interior diameter of the conduit shall be not less than one-half (1/2) inch (15 mm) larger than the outside diameter of the gas piping.

The conduit shall extend to a point at least (12) inches (305 mm) beyond any area where it is required to be installed or to the outside wall of a building, and the outer ends shall not be sealed. Where the conduit terminates within a building, it shall be readily accessible and the space between the conduit and the gas piping shall be sealed to prevent leakage of gas into the building.

Exception: Products listed for such use.

Section 1312.3.2 Connections.

Revise Section 1312.3.2, item 4, as follows:

1312.3.2 Connections. Where gas piping is to be concealed, unions, tubing fittings, bushings, and compression couplings made by combinations of fittings shall not be used. Connections shall be of the following types:

(1) Pipe fittings such as elbows, tees, and couplings.

(2) Joining tubing by brazing (see Section 1209.5.8.2).

(3) Fittings listed for use in concealed spaces that have been demonstrated to sustain, without leakage, any forces due to temperature expansion or contraction, vibration, or fatigue based on their geographic location, application or operation.

(4) Where necessary to insert fittings in gas pipe that has been installed in a concealed location, the pipe shall be reconnected by welding, flanges, or right and left couplings.

1316.3 Test Pressure.

Delete Sections 1316.3.2 and 1316.3.3 and revise Sections 1316.3 and 1316.3.1 in their entirety, as follows:

1316.3 Final Piping Inspection

1316.3.1 This inspection shall be made after all piping authorized by the permit has been installed and after all portions thereof which are to be covered or concealed are so concealed and before any fixtures, appliance, or shutoff valve has been attached thereto. Gas valves may be installed when permitted by the manufacturer to withstand test pressures. This inspection shall include an air, CO2 or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than ten (10) pounds per square inch (68.9 kPa) gauge pressure, or at the discretion of the Authority Having Jurisdiction, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than fifteen (15) minutes, with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches (356 mm) water column pressure, the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than thirty (30) minutes. These tests shall be made using air, CO2, or nitrogen pressure only and shall be made in the presence of the Administrative Authority. All necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conducting tests shall comply with Section 1304.3.2.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-13
(Adopts the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-13, that will adopt the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

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:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-14 – Adopts the 2008 Edition of the National Electrical Code, together with local amendments thereto. 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 adopt the 2008 Edition of the National Electrical Code, together with local amendments thereto. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

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. 2011-14
2. Southern Nevada Amendments to the 2008 National Electrical Code
3. Business Impact Statement

BILL NO. 2011-14

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2008 EDITION OF THE NATIONAL ELECTRICAL CODE, TOGETHER WITH LOCAL AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2008 Edition of the National Electrical Code, together with local amendments thereto.

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

SECTION 1: Title 16, Chapter 12, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.12.010: Those certain documents, [three] copies of which are on file in the Office of the City Clerk, and being marked and designated as follows, are adopted by reference as and for the City's Electrical Code:

(A) National Electrical Code, [2005] 2008 Edition, hereby designated as Part 1 of this Chapter; and

(B) [A document entitled "A Supplemental Document Amending the National Electrical Code, 2005 Edition," deleting from and adding to the National Electrical Code, 2005 Edition, hereby designated as Part 2 of this Chapter; and

(C)] The Southern Nevada Amendments to the [2005] 2008 National Electrical Code, hereby designated as Part [3] 2 of this Chapter.

SECTION 2: The document entitled the "Southern Nevada Amendments to the 2008 National Electrical Code," which is attached hereto, is modified as set forth in Section 3 of this Ordinance.

SECTION 3: Where necessary for the sake of consistency, references in the Southern Nevada Amendments to the 2008 National Electrical Code to "Article" numbers shall be deemed to refer to "Section" numbers as contemplated in the National Electrical Code.

SECTION 4: The National Electrical Code, 2005 Edition, the supplemental document amending that edition, and the Southern Nevada Amendments to the 2005 National Electrical Code,

are hereby repealed in their entirety.

SECTION 5: This Ordinance shall become effective on July 5, 2011.

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

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
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City of Las Vegas

Greg Blackburn
City of North Las Vegas

Ron Nybo
City of Boulder City

Ron Lynn
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Brent Steed
Pahrump Regional
Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2008

NATIONAL ELECTRICAL CODE

Approved by SNBO
July 23, 2010

Article 110.12 Mechanical Execution of Work.

Add new Subsections (C) and (D) to Article 110.12, as follows:

(C) Abandoned Conductors and Cables. For those structures regulated by the Building or Swimming Pool Code, no electrical conductors or cables shall be abandoned in place. Such conductors or cables shall be removed from the building or structure back to the panelboard unless otherwise approved by the Building Official or designated representative based upon consideration of safety and combustibility.

(D) Used Materials and Equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

Article 110.26 Spaces About Electrical Equipment.

Revise Article 110.26 (C) (2), as follows:

(2) Large Equipment. For equipment rated 1200 amperes or more and over 1.8 m (6ft) wide that contains overcurrent devices, switching devices, or control devices, there shall be one entrance to and from the required working space not less than 610 mm (24 in.) wide and 2.0 m (6 ½ ft) high at each end of the working space. When more than one entrance is required by this ARTICLE both entrances shall open to the exterior of the building or into an approved means of egress that is not under the control of an individual tenant.

A single entrance to and egress from the required working space shall be permitted where either of the conditions in 110.26(C)(2)(a) or (C)(2)(b) is met.

The remainder of this Article remains unchanged.

Article 110.33 Entrance and Access to Work Space.

Revise Article 110.33 (A) (1), Large Equipment, as follows:

(1) Large Equipment. On switchboard and control panels exceeding 1.8 m (6 ft) in width, there shall be one entrance at the end of the equipment. When more than one entrance is required by this article both entrances shall open to the exterior of the building or into an approved means of egress that is not under the control of an individual tenant. A single entrance to the required working space shall be permitted where either of the conditions in 110.33 (A)(1)(a) or (A)(1)(b) is met.

The remainder of this Article remains unchanged.

Article 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel.

Add a new Subsection (6) to Article 210.8 (B), as follows:

(6) Food and/or beverage serving areas.

Article 210.23 Permissible Loads.

Add a new Subsection (E) to Article 210.23, as follows:

(E) Dwelling Branch Circuits.

(1) Maximum Number (15-ampere). The maximum number of outlets on a 15-ampere, 125 volt (nominal) luminaire lighting fixture circuit shall be twelve (12) and shall not contain general purpose outlets.

Exception No 1: *Dedicated branch circuits feeding only IC rated recessed luminaires (recessed lighting fixtures) and/or low wattage energy efficient luminaires (lighting fixtures) may use Article 220.14(D) for maximum number of lighting outlets.*

Exception No 2: *In branch circuits serving smoke detectors the smoke detectors outlets need not be counted with the other lighting outlets.*

(2) Maximum Number (20-ampere). The maximum number of outlets on a 20-ampere, 125-volt (nominal) circuit used either exclusively for receptacles, for lighting outlets or for any combination of receptacles and lighting outlets shall be twelve (12).

Exception No 1: *Dedicated branch circuits feeding only IC rated recessed luminaires (recessed lighting fixtures) and/or low wattage energy efficient luminaires (lighting fixtures) may use Article 220.14(D) for maximum number of lighting outlets.*

Exception No 2: *In branch circuits serving smoke detectors the smoke detectors outlets need not be counted with the other lighting outlets.*

(3) Individual Branch Circuits. The following fastened-in-place appliances are required to have a separate minimum 20-ampere circuit: dishwasher, trash compactor and microwave oven. The required laundry circuit may serve one (1) additional outlet in the laundry area.

Article 210.52 Dwelling Unit Receptacle Outlets.

Revise Article 210.52 (A) (2), as follows:

(2) The space occupied by fixed panels in exterior walls, excluding sliding panels. Where panels consist of multiple sliding panels only the first panel in each direction may be excluded.

Revise Article 210.52 (A)(2)(3), as follows:

(3) The space afforded by fixed room dividers such as free standing bar-type counters or railings. Where room dividers consist of multiple moving panels only the first moving panel in each direction may be excluded as a wall space.

Revise Article 210.52 (B)(3), as follows:

(3) Kitchen Receptacle Requirements. Receptacles installed in a kitchen to serve countertop surfaces shall be limited to five (5) duplex receptacles on a circuit. They shall be supplied by not fewer than two small-appliance branch circuits, either or both of which shall also be permitted to supply receptacle outlets in the same kitchen or in other rooms as specified in 210.52(B)(1). Additional small-appliance branch circuits shall be permitted to supply receptacle outlets in the kitchen and other rooms specified in 210.52(B)(1). No small-appliance branch circuit shall serve more than one kitchen.

Add a new exception to Article 210.52 (B)(3), as follows:

Exception: *Receptacles installed to provide power for electric ignition systems or clock timers for gas-fired ranges, ovens or counter-mounted cooking units.*

Add a new exception No. 3 to Article 210.52 (F), as follows:

Exception No. 3: *In structures more than four (4) stories in height where the configuration of a laundry area is such that only an electrically heated stackable type washer/dryer unit utilizing 208 volt or 240 volt power can be accommodated, the receptacle may be considered as meeting the laundry circuit requirement.*

Article 210.70 Lighting Outlets Required.

Revise Item (1) in Article 210.70 (A), as follows:

(1) Habitable Rooms. At least one wall switch-controlled lighting outlet shall be installed in every habitable room and bathroom. Unless prohibited by structural design, a wall switch shall be located within 1.8 m (6 ft) of the point of entry, and shall not be located behind an active door in the fully open position.

The remainder of this Article remains unchanged

Revise Item (a) in Article 210.70 (A)(2), as follows:

(a) At least one wall switch-controlled lighting outlet shall be installed in hallways, stairways, attached garages, and detached garages with electric power. Hallways of 3.0 m (10 ft) or more in length shall have wall switches at every end. There shall be a wall switch within 1.8 m (6 ft) of each bedroom door unless prohibited by structural design.

Revise Item (b) in Article 210.70 (A)(2), as follows:

(b) For dwelling units, attached garages, and detached garages with electric power, at least one wall-switch controlled lighting outlet shall be installed to provide illumination on the exterior side of outdoor entrances or exits with grade level access. A vehicle door shall not be considered as an outdoor entrance or exit. At least one wall switch that controls an interior lighting outlet shall be located at each keyed exterior entry. This switch shall be located within 1.8 m (6 ft) of the latching jamb side, unless prohibited by structural design, and not behind an active door in the fully open position.

Add a new Subsection (4) to Article 210.70 (A), as follows:

(4) Closets. All walk-in closets or storage areas of 1.86 sq. m (20 square feet) or more in floor area shall contain a light fixture controlled by a wall switch.

Add a new Subsection (D) to Article 210.70, as follows:

(D) Self-Service Storage Facilities. All Self-Service Storage Facilities shall have egress illumination as required by the Building Code.

Article 220.5 Branch-Circuit, Feeder, and Service Calculations.

Add a new Subsection (C) to Article 220.5 to read as follows:

(C) Calculated Loads. The calculated load of a new single family dwelling service shall allow a minimum of 4800 volt-amperes for future expansion. These 4800 volt-amperes shall be added to the total net computed load.

Article 220.84 Multifamily Dwelling.

Delete item (5) in Article 220.84(C), in its entirety.

Add a new Subsection (D) to Article 220.84, as follows:

(D) Heating and Air Conditioning Load. The largest of the following six selections (load in kVA) shall be included:

(1) 100 percent of the nameplate rating(s) of the air conditioning and cooling.

(2) 100 percent of the nameplate rating(s) of the heat pump when the heat pump is used without any supplemental electric heating.

(3) 100 percent of the nameplate ratings of electric thermal storage and other heating systems where the usual load is expected to be continuous at the full nameplate value. Systems qualifying under this selection shall not be calculated under any other selection in 220.84(D).

(4) 100 percent of the nameplate rating(s) of the heat pump compressor and 65 percent of the supplemental electric heating for central electric space heating systems. If the heat pump compressor is prevented from operating at the same time as the supplementary heat, it does not need to be added to the supplementary heat for the total central space heating load.

(5) 65 percent of the nameplate rating(s) of electric space heating if less than four separately controlled units.

(6) 40 percent of the nameplate rating(s) of electric space heating if four or more separately controlled units.

Article 225.32 Location.

Revise Article 225.32, in its entirety, as follows:

225.32 Location. The disconnecting means shall be installed as described in 230.70 of these amendments. For the purposes of this Article the requirements in 230.6 shall be utilized.

Exception No. 1: *For installations under single management, where documented safe switching procedures are established and maintained for disconnection, and where the installation is monitored by qualified individuals, the disconnecting means shall be permitted to be located elsewhere on the premises.*

Exception No. 2: *For buildings or other structures qualifying under the provisions of Article 685, the disconnecting means shall be permitted to be to be located elsewhere on the premises.*

Exception No. 3: *For towers or poles used as lighting standards, the disconnecting means shall be permitted to be located elsewhere on the premises.*

Exception No. 4: *For accessory buildings to one and two-family dwellings the disconnecting means may be installed either inside or on the exterior of the accessory structure.*

Article 230 Services.

Add a new Article 230.11 Location of Customer Owned Service Lateral or Drop, as follows:

230.11 Location of Customer Owned Service Lateral or Drop. All conductors shall traverse only the property to be served except through recorded power easements.

Article 230.70 General.

Revise Article 230.70, in its entirety, as follows:

230.70 General. Means shall be provided to disconnect all ungrounded service entrance conductors to a building or structure.

(A) Location. The service disconnecting means shall be installed in accordance with 230.70(A)(1), (2), (3), (4) and (5).

(1) **Exterior of the Building.** The service disconnecting means shall be installed in a readily accessible exterior location and within 3.7 m (12 ft.) of the building or structure. Where the distance is greater than 3.7 m (12 ft.) from the building or structure the service disconnecting means shall be considered as a separate structure.

Exception No1: *A fire pump and its associated electrical equipment.*

(2) **Electrical Equipment Room.** The service disconnecting means may be installed within a dedicated electrical equipment room with a readily accessible direct access on the exterior of a building or structure. Such rooms shall be separated from all other rooms or spaces within the building by a minimum of one (1) hour fire resistive construction and shall have approved Fire Department access.

FPN: A recessed 3200 series Knox Box may serve as the approved Fire Department access in some jurisdictions.

(3) **Bathrooms.** Service disconnecting means shall not be installed in bathrooms.

(4) **Remote Control.** Where a remote control device(s), required by another code such as in a fire command center, is used to actuate the service disconnecting means, the service disconnecting means shall be located in accordance with 230.70(A)(1) or (2). The remote control device shall be supervised by a local signaling service that causes an audible signal and illumination of an amber visual signal at the Fire Command Center and at each auxiliary location required for the Life Safety System.

(5) **Emergency Systems, Information Technology Equipment and Uninterruptible Power Supplies (UPS).** Emergency Systems driven by prime movers and UPS Systems shall have separate disconnecting means with separate identification. Information Technology Equipment rooms complying with Article 645.2 shall be permitted to have their disconnecting means installed per article 645.10 and 645.11 if identified at the same location as the "Service Disconnect."

(B) Marking. Each service disconnecting means shall be marked with a sign(s). When located in a dedicated electrical room the exterior door(s) providing access to the disconnecting means located in a dedicated electrical room shall be permanently marked with a sign(s). Each sign shall be a minimum 0.093sq.m (1 sq. foot), colored yellow with 25.4mm (1 inch) high, 6.35 mm (¼ inch) stroke raised or engraved letters and/or numbers indicating the address or unit it serves and be identified as the "Electrical Service Disconnect(s)" and/or "Electrical Service Disconnect(s) Inside." Emergency Systems disconnects shall be permanently marked with sign(s), identified as "Emergency Electrical Disconnect(s)" and/or "Main Emergency Electrical Disconnect(s) Inside." When the service disconnecting means is located inside a dedicated electrical room and it is not the first service disconnect encountered or there are multiple service disconnects there shall be a directional 75mm (3inch) wide painted yellow stripe on the floor from the entry door(s) to each service disconnect. Other durable means of identification may be used with prior approval by The Authority Having Jurisdiction.

Exception: *One and two family dwelling units and their associated accessory structures.*

(C) Suitable for Use. Each service disconnecting means shall be suitable for the prevailing conditions. Service equipment installed in hazardous (classified) locations shall comply with the requirements of Articles 500 through 517.

Article 230.202 Service-Entrance Conductors.

Add a new Subsection (C) to Article 230.202, as follows:

(C) Conductors Considered Outside the Building. Service-entrance conductors shall be installed in accordance with Article 230.6.

Article 230.205 Disconnecting Means.

Revise Article 230.205(A), in its entirety, as follows:

(A) Location. The service disconnecting means shall be installed in accordance with 230.70. Facilities on private property, under single management with a Life Safety System, Fire Command Center and 24 hour on-site qualified maintenance personnel shall be permitted to utilize a remote control device for their power disconnecting means. The main electrical room is not required to be located on the exterior of the building or other structure.

Revise Article 230.205(C), as follows:

(C) Remote Control. For multi-building, industrial installations under single management, the service disconnecting means shall be permitted to be located at a separate building or structure. In such cases, the service disconnecting means shall be permitted to be electrically operated by a readily accessible, remote-control device. The remote control device shall be supervised by a local signaling service that causes an audible signal and the illumination of an amber visual signal at the Fire Command Center and at each auxiliary location required for the Life Safety System.

Article 240.6 Standard Ampere Ratings.

Revise Article 240.6 (B), as follows:

(B) Adjustable-Trip Circuit Breakers. The rating of adjustable-trip circuit breakers having external means for adjusting the current setting (long-time pickup setting), shall be the maximum setting possible.

Delete Subsection (C) of Article 240.6, in its entirety.

Article 240.86 Series Ratings.

Revise Article 240.86, as follows:

240.86 Series Ratings. Where a circuit breaker is used on a circuit having an available fault current higher than the marked interrupting rating by being connected on the load side of an acceptable overcurrent device having a higher rating, the circuit breaker shall meet the requirements specified in (A) or (B), and (C). All of the information including manufacturers and part numbers of each component making up the series combination rating shall be provided on the submittal drawings for plans examination and permit. Only those manufacturers and part numbers shall be permitted for the installation.

Article 250.32 Buildings or Structures Supplied by Feeder(s) or Branch Circuit(s).

Revise Article 250.32 (A), as follows:

(A) Grounding Electrode. For the purposes of this Article all buildings or structures not joined by a continuous concrete foundation or footing and roof shall be considered as separate buildings or structures. Building(s) or structure(s) supplied by feeder(s) or branch circuit(s) shall have a grounding electrode system installed in accordance with Part III of Article 250. The grounding electrode conductor(s) shall be connected in accordance with 250.32 (B) or (C). Where there is no existing grounding electrode, the grounding electrode(s) required in 250.50 shall be installed.

Article 250.50 Grounding Electrode System.

Revise Article 250.50, as follows:

250.50 Grounding Electrode System. All grounding electrodes as described in 250.52(A)(1) through (A)(7) that are present at each building or structure served shall be bonded together to form the grounding electrode system. Where none of these grounding electrodes exist, one or more of the grounding electrodes specified in 250.52(A)(4) through (A)(8) shall be installed and used. The concrete-encased electrode described in Article 250.52(A)(3) shall be required for new buildings and structures that are supplied with electrical power and have concrete foundations or footings.

Exception: *Concrete-encased electrodes of existing buildings or structures shall not be required to be part of the grounding electrode system where the steel reinforcing bars or rods are not accessible for use without disturbing the concrete.*

Article 250.52 Grounding Electrodes.

Revise Item (5) of Article 250.52(A), as follows:

(5) Rod Electrodes. Rod electrodes shall not be less than 2.44 m (8 ft) in length and shall consist of the following materials and shall be installed according to Article 250.53 (G). Electrodes shall be copper clad or their equivalent and shall not be less than 15.875 mm (5/8 in.) in diameter, or listed non-ferrous rods or their equivalent and not less than 12.7 mm (1/2 in.) in diameter.

Delete Item (7) of Article 250.52(A), in its entirety and renumber the subsequent items sequentially, as follows:

(7) Other Local Metal Underground Systems or Structures.

The remainder of this Article remains unchanged

Article 250.53 Grounding Electrode System Installation.

Revise Article 250.53(A), as Rod Electrodes, as follows:

(A) Rod Electrodes. Where practicable, rod electrodes shall be embedded below permanent moisture level. Rod electrodes shall be free from nonconductive coatings such as paint or enamel.

Revise Article 250.53(B), as follows:

(B) Electrode Spacing. Where more then one of the electrodes of the type specified in 250.52(A)(5) are used, each electrode of one grounding system (including that used for air terminals) shall not be less than 1.83 m (6 ft) from any other electrode of another grounding system. Two or more grounding electrodes that are bonded together shall be considered a single grounding electrode system.

Revise Article 250.53(D) (2), as follows:

(2) Supplemental Electrode Required. A metal underground water pipe shall be supplemented by an additional electrode of a type specified in 250.52(A)(2) through (A)(7). Where the supplemental electrode is a rod type, it shall comply with 250.56. The supplemental electrode shall be permitted to be bonded to the grounding electrode conductor, the grounded service- entrance conductor, the nonflexible grounded service raceway, or any grounded service enclosure.

> ***Exception:*** *The supplemental electrode shall be permitted to be bonded to the interior metal water piping at any convenient point as covered in 250.52(A)(1), Exception.*

Revise Article 250.53(E), as follows:

(E) Supplemental Electrode Bonding Connection Size. Where the supplemental electrode is a rod electrode, that portion of the bonding jumper that is the sole connection to the supplemental grounding electrode shall not be required to be larger than 6 AWG copper wire or 4 AWG aluminum wire.

Revise Article 250.53(G), as follows:

(G) Rod Electrodes. The electrode shall be installed such that at least 2.44 m (8 ft) of length is in contact with the soil. It shall be driven to a depth of not less than 2.44 m (8 ft) except that, where rock bottom is encountered, the electrode shall be driven at an oblique angle not to exceed 45 degrees from the vertical or, where rock bottom is encountered at an angle up to 45 degrees, the electrode shall be permitted to be buried in a trench that is at least 750 mm (30 in.) deep. The upper end of the electrode shall be flush with or below ground level unless the aboveground end and the grounding electrode conductor attachment are protected against physical damage as specified in 250.10.

Delete Subsection (H) of Article 250.53, in its entirety.

Article 250.56 Resistance of Rod, Pipe and Plate Electrodes.

Revise Article 250.56, as follows:

250.56 Resistance of Rod Electrodes. A single electrode consisting of a rod that does not have a resistance to ground of 25 ohms or less shall be augmented by one additional electrode of any of the types specified by 250.52(A)(4) through (A)(8). Where multiple rod electrodes are installed to meet the requirements of this article, they shall not be less than 1.8 m (6 ft) apart.

> FPN: The paralleling efficiency of rods longer than 2.5 m (8 ft) is improved by spacing greater than 1.8 m (6 ft).

Article 250.94 Bonding for Other Systems.

Add new items (4) and (5) to Article 250.94, as follows:

(4) A set of listed terminals connected to the concrete-encased electrode as defined in Article 250.52(A)(3).

(5) A set of listed terminals connected to the concrete-encased electrode conductor as defined in Article 250.24(D), 250.30(A)(3), 250.30(A)(4), 250.30(B)(1) and 250.32(E).

Article 250.120 Equipment Grounding Conductor Installation.

Add a new Subsection (D) to Article 250.120, as follows:

(D) Equipment Grounding Conductor. All raceways installed on roofs shall contain an equipment grounding conductor sized per Table 250.122 installed with the circuit conductors.

Exception No. 1: *Low voltage, communication and similar type systems unless required elsewhere in the Code.*

Exception No. 2: *As permitted by Article 250.86 for short Articles of metal enclosures or raceways.*

Table 250.122 Equipment Grounding Conductors for Grounding Raceway and Equipment

Revise Table 250.122 Minimum Size Equipment Grounding Conductors for Grounding Raceway and Equipment, as follows:

Rating or Setting of Automatic Overcurrent Device in Circuit Ahead of Equipment, Conduit, etc., Not Exceeding (Amperes)	*Size (AWG or kcmil)* *Copper*	*Size (AWG or kcmil)* *Aluminum or Copper-Clad Aluminum**
4000	500	750

Article 300.1 Scope.

Add a new paragraph (D) to Article 300.1, as follows:

(D) Article 760 System Wiring.

(1) Wiring for Article 760 systems installed in the construction of buildings and structures shall be contained in a raceway or cable tray system.

Exception No. 1: AC cable, MC cable and MI cable. Articles 320, 330, and 332 respectively.

Exception No.2: Wiring in residential occupancies two stories or less in height.

(2) Raceway systems for Article 760 systems in buildings and structures of Type I or Type II A construction as defined in the Building Code shall be of metallic non-combustible materials and cable trays shall be of the fully enclosed type.

Exception No. 1: Non-metallic raceways encased in concrete, or masonry, or underground or solid grouted building components that are in compliance with the Building Code.

Exception No. 2: Liquid-tight flexible conduit in lengths of 1.8 m (6 ft) or less which comply with NEC Articles 350 and 356.

Article 310.15 Ampacities for Conductors Rated 0-2000 Volts.

Revise Article 310.15(B)(2)(c), as follows:

(c) *Conduits Exposed to Sunlight on Rooftops.* Where conductors or cables are installed in conduits exposed to direct sunlight on or above rooftops, one of the following conditions shall be met:

(1) All conductors shall have an insulation rating of 90ºC and the conduits shall be installed at least 3 1/2" above the roof surface.

(2) The adjustments shown in Table 310.15(B)(2)(c) shall be added to the outdoor temperature to determine the applicable ambient temperature for application of the correction factors in Table 310.16 and Table 310.18.

FPN: One source for the average ambient temperatures in various locations is the ASHRAE Handbook — *Fundamentals*.

Article 314.24 Depth of Outlet Boxes.

Revise Article 314.24, as follows:

314.24 Minimum Depth of Boxes for Outlets, Devices, and Utilization Equipment. Outlet and device boxes shall have sufficient depth to allow equipment installed within them to be mounted properly and with sufficient clearance to prevent damage to conductors within the box. All boxes for outlets, devices, utilization equipment or junction boxes less than 200 mm (8 inches) in any dimension, shall have no more than two extension boxes or one extension box and one plaster ring.

Exception: *Listed unit(s) or assembly(s).*

Article 352.10 Uses Permitted.

Add a new Subsection (I) to Article 352.10, as follows:

(I) Exposed to Direct Sunlight. Rigid non-metallic conduit shall be a minimum Schedule 80 and identified for such use.

Article 358.12 Uses Not Permitted.

Add new items (7), (8) and (9) to Article 358.12, as follows:

(7) Embedded within concrete or masonry in contact with earth.
(8) Underground installations.
(9) Within earth fills.

Article 408.54 Maximum Number of Overcurrent Devices.

Add the following paragraph to the end of Article 408.54 to read as follows:

Each panelboard or load center installed in a new one or two-family dwelling shall have a capacity for a minimum of two (2) additional full-size single pole overcurrent devices on adjacent opposite poles for expansion. All available overcurrent device spaces shall comply with Article 404.8(A).

Article 514.11 Circuit Disconnects.

Revise Article 514.11(A), as follows:

(A) General. Each circuit leading to or through dispensing equipment, including equipment for remote pumping systems, shall be provided with a clearly identified and readily accessible switch or other acceptable means, located remote from the dispensing devices, to disconnect simultaneously from the source of supply, all conductors of the circuits, including the grounded conductor, if any. Single-pole breakers utilizing handle ties shall not be permitted. The switch shall be a momentary contact type. The disconnect station sign shall be 0.093 sq. m (1 ft square), colored yellow and have black, 25.4 mm (1 inch) high, 6.35 mm (¼ inch) stroke permanent lettering describing it as "Emergency Pump Shutoff".

Article 600.41 Neon Tubing.

Revise Article 600.41(D), as follows:

(D) Protection. Field-installed skeleton tubing shall not be subject to physical damage. Where the tubing is readily accessible to other than qualified persons, field-installed skeleton tubing shall be provided with suitable guards or protected by other approved means. Installations less than 2.44 m (8 ft.) above finished grade or floor level shall be considered as readily accessible.

Article 682 Natural and Artificially Made Bodies of Water.

Delete Article 682 in its entirety.

Article 690.14 Additional Provisions.

Delete the exception and revise Article 690.14(C) (1), as follows:

(1) Location. The photovoltaic disconnecting means and overcurrent device shall be installed at an accessible location on the outside of a building or structure before any system conductors enter the building or structure.

The photovoltaic system disconnecting means shall not be installed in bathrooms.

Article 700.1 Scope.

Revise Article 700.1, as follows:

700.1 Scope. For the purposes of this ARTICLE items considered as meeting the requirements for high rise applications (i.e. buildings with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access to be placed on the emergency distribution system may include: Emergency illumination, exit signage, electric fire pumps, fire jockey or makeup pumps, fire alarm equipment, smoke control equipment, one elevator per bank of elevators, cooling and heating equipment for emergency electrical rooms and elevator machine rooms, FAA required obstruction lighting, battery chargers for emergency generating equipment, heating equipment for freeze protection of fire sprinkler systems, telecommunications equipment (i.e. for 911 applications) fire command center loads such as monitoring and display equipment and other equipment approved by the Authority Having Jurisdiction that will enhance the survivability of life safety systems.

The provisions of this article apply to the electrical safety of the installation, operation, and maintenance of emergency systems consisting of circuits and equipment intended to supply, distribute, and control electricity for illumination, power, or both, to required facilities when the normal electrical supply or system is interrupted.

Emergency systems are those systems legally required and classed as emergency by municipal, state, federal, or other codes, or by any governmental agency having jurisdiction. These systems are intended to automatically supply illumination, power, or both, to designated areas and equipment in the event of failure of the normal supply or in the event of accident to elements of a system intended to supply, distribute, and control power and illumination essential for safety to human life.

Article 700.9 Wiring, Emergency System.

Revise Article 700.9(D), as follows:

(D) Fire Protection. Emergency systems shall meet the additional requirements in 700.9(D)(1) and (D)(2) in any occupancy(s) of 300 or more persons or in buildings with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Add a new exception and amend Article 700.9 (D) (2), as follows:

(2) Feeder-Circuit Equipment. Equipment for feeder circuits (including transfer switches, transformers, and panelboards) shall be located either in spaces fully protected by approved automatic fire suppression systems (including sprinklers, carbon dioxide systems) or in spaces with a 1-hour fire resistance rating. This equipment shall be located in room(s) dedicated to this equipment.

Exception: *System components described in Article 701 may occupy the same dedicated room(s) as emergency systems.*

FPN: For the definition of *Occupancy Classification*, see Article 6.1 of NFPA *101*-2006, *Life Safety Code*.

Article 700.12 General Requirements.

Revise Article 700.12, as follows:

700.12 General Requirements. Current supply shall be such that, in the event of failure of the normal supply to, or within the building or group of buildings concerned, emergency lighting, emergency power, or both shall be available within the time required for the application but not to exceed 10 seconds. The supply system for emergency purposes, in addition to the normal services to the building and meeting the general requirements of

this ARTICLE, shall be one or more of the types of systems described in 700.12(A) through (E). Unit equipment in accordance with 700.12(F) shall satisfy the applicable requirements of this article.

In selecting an emergency source of power, consideration shall be given to the occupancy and the type of service to be rendered, whether of minimum duration, as for evacuation of a theater, or longer duration, as for supplying emergency power and lighting due to an indefinite period of current failure from trouble either inside or outside the building.

Equipment shall be designed and located so as to minimize the hazards that might cause complete failure due to flooding, fires, icing, and vandalism.

Equipment for sources of power as described in 700.12(A) through 700.12(E) shall meet the following additional requirements in any occupancy(s) of 300 or more persons or in buildings with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access. This equipment shall be installed in spaces fully protected by approved automatic fire suppression systems (sprinklers, carbon dioxide systems and so forth) or in spaces protected by a fire-rated assembly listed to achieve a minimum fire rating of one-hour.

FPN No. 1: For the definition of *Occupancy Classification*, see ARTICLE 6.1 of NFPA *101*-2006, *Life Safety Code*.

FPN No. 2: Assignment of degree of reliability of the recognized emergency supply system depends on the careful evaluation of the variables at each particular installation.

Add a new Subsection (7) to Article 700.12 (B), as follows:

(7) The emergency generator shall not be located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access. When the generator set is located inside a building it shall be located in a room dedicated to the Emergency Power Supply System. This room shall be separate from the interior of the building by a minimum of two-hour resistive construction or shall be in room(s) fully protected by approved automatic fire suppression systems. Unless otherwise required by Building Codes openings for generator cooling and exhaust shall not be required to be fire-resistive construction.

When a generator set is located within 1.5 m (5 ft) of a building it shall be separated from the building with a rated separation wall equal to the highest fire rating within the building that has no openings. It shall be isolated within an enclosure and protected from physical damage.

When a generator set is located more than 1.5 m (5 ft) from a building it shall be isolated within an enclosure and protected from physical damage.

Article 760.3 Other Articles.

Add a new paragraph (A) to Article 760.3, and re-alphabetize the existing paragraphs (A) through (G) to (B) through (H) respectively:

(A) Wiring Methods. Article 760 Fire Alarm Systems wiring shall comply with Article 300.1(D).

Add a new paragraph to the end of this section, as follows:

All Fire alarm wiring installed in the construction of buildings and structures shall be contained in a raceway or cable tray system.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-14
(Adopts the 2008 Edition of the National Electrical Code, together with local amendments thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-14, that will adopt the 2008 Edition of the National Electrical Code, together with local amendments thereto.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

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:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-15 – Adopts an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code. 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 adopt the an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code. The update represents recent adaptations agreed upon by local area jurisdictions.

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. 2011-15
2. Southern Nevada Amendments to the 2009 International Energy Conservation Code
3. Business Impact Statement

BILL NO. 2011-15

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AN UPDATED VERSION OF THE SOUTHERN NEVADA AMENDMENTS TO THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code.

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

SECTION 1: The document entitled "Southern Nevada Amendments to the 2009 International Energy Conservation Code,"as adopted in LVMC 16.52.010(B), is hereby repealed in its entirety.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2009 International Energy Conservation Code," which is attached hereto and incorporated by this reference, is hereby adopted and incorporated in LVMC 16.52.010(B).

SECTION 3: This Ordinance shall become effective on July 5, 2011.

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

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than

$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 6: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
713 S. 4th Street
Las Vegas, NV 89101

Phone: 702-229-6257
Fax: 702-382-1731
Email:
chknight@lasvegasnevada.gov

MEMBERS

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City of North Las Vegas

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Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2009

INTERNATIONAL ENERGY

CONSERVATION CODE

Approved by SNBO
September 22, 2010

Section 101.1 Title.

Revise Section 101.1 Title, as follows:

101.1 Title. This code shall be known as the *International Energy Conservation Code of Southern Nevada*, and shall be cited as such. It is referred to herein as "this code".

Section 101.4.3 Additions, alterations, renovations or repairs.

Revise Exceptions 2, 3 and add a new exception 9 of Section 101.4.3, as follows:

101.4.3 Additions, alterations, renovations or repairs. Additions, alterations renovations or repairs to an existing building, building system or portion thereof shall conform to the provisions of this code as they relate to new construction without requiring the unaltered portions of the existing building or building system to comply with this code. Additions, alterations, renovations or repairs shall not create an unsafe or hazardous condition or overload existing building systems. The addition shall be deemed to comply with this code if the addition alone complies or if the existing building and addition comply with this code as a single building.

Exceptions: The following need not comply provided the energy use of the building is not increased:

1. Storm windows installed over existing fenestrations.

2. Glass only replacements in an existing sash and frame. Glass must meet or exceed the same U-value and SHGC of the glass being replaced. If U-value and SHGC of glass cannot be determined, the minimum prescriptive values of Tables 402.1.1 for residential buildings and 502.3 for commercial buildings shall be deemed compliant.

3. Existing ceiling, wall or floor cavities exposed during construction provided that these cavities are filled with insulation. The R-values need not exceed the prescriptive values in Tables 402.1.1 for residential buildings and 502.2(1) for commercial buildings.

4. Construction where the existing roof, wall or floor cavity is not exposed.

5. Reroofing for roofs where neither the sheathing nor the insulation is exposed. Roofs without insulation in the cavity and were the sheathing or insulation is exposed during reroofing shall be insulated either above or below sheathing.

6. Replacement of existing doors that separate *conditioned space* from the exterior shall not require installation of the vestibule or revolving door, provided, however, that an existing vestibule that separates a *conditioned* space from the exterior shall not be removed.

7. Alterations that replace less than 50 percent of the luminaires in a space, provided that such alteration s do not increase the installed interior lighting power.

8. Alterations that replace only the bulb and ballast within the existing luminaries in a space provided that the *alteration* does not increase the installed interior lighting power.

9. Relocations only of existing luminaries within an existing area enclosed by walls or floor to ceiling partitions.

Section 102.1.1 Above code programs.

Revise Section 102.1.1, as follows:

Section 102.1.1 Above code programs. The Southern Nevada Building Officials shall be permitted to deem a national, state or local energy efficiency program to exceed the efficiency required by this code. Programs seeking approval must submit all requested supporting documentation to the Southern Nevada Building Officials for review. Buildings certified in writing by such an energy efficiency program shall be considered in compliance with this code. The requirements identified as "mandatory" in chapters 4 and 5 of this code, as applicable, shall be met. A list of approved energy efficiency programs include the following:

- EPA: Energy Star (15% above Code Program)
- EPA: Home Performance with Energy Star for existing home improvements.
- Department of Energy: Builder Challenge (30% above Code Program)
- IRS: Federal Tax Credit (50% above Code Program)
- IRS: Federal Tax Credit for Homeowner Improvements
- Utility Incentive Programs for new homes (15% above Code Program)
- USGBC LEED Green Building Program (15% above Code Program)
- Build it Green (15% above Code Program)
- Build it Green for Existing Home improvements
- SNHBA Green Building Partnership (15% above Code Program)
- Environments for Living (EFL) (15% above Code Program or better)
- City of Las Vegas Green Building Program (15% above Code Program or better)

102.1.1.1 Compliance for residential tract developments. Residential tract developments, consisting of 10 homes or more, shall be deemed in compliance with this code when the following documentation is submitted to the jurisdiction by the developer:

1. Written HERS documentation, certifying compliance with an *approved* energy efficiency program using approved RESNET software
2. A copy of the contractual agreement between the developer and a certified HERS rater to perform all mandatory field testing, sampling protocols and program verifications.
3. Additional documentation as may be deemed necessary by the jurisdiction.

Section 106.1 General.

Revise Section 106.1, as follows:

Section 106.1 General. The codes and standards referenced in this code shall be those listed in Chapter 6. Where this code refers to other codes not adopted by the jurisdiction, the applicable code adopted by the jurisdiction shall govern. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference.

Section 202 General Definitions.

Revise Section 202, General Definitions, as follows:

AIR BARRIER. An integral component of the *building thermal envelope* comprised of approved materials that are assembled and joined together to support in-contact insulating materials on one or more of its surfaces and to provide a barrier to air leakage through the building envelope. An air barrier may be comprised of, but not limited to, the exterior siding, exterior lath and stucco, rigid insulation board, exterior sheathing and sub-sheathing, water proof substrate with tiles, masonry walls, roof sheathing and drywall between conditioned and unconditioned spaces.

BUILDING THERMAL ENVELOPE. The basement walls, exterior walls, floor, roof and any other building air barrier element(s) that enclose *conditioned space.* This boundary also includes the air barrier between *conditioned space* and any exempt or unconditioned space.

Add new definitions to Section 202, General Definitions, as follows:

CASINO. A business with a Non-restricted Gaming License from the Nevada Gaming Commission and State Gaming Control Board. It includes the gaming area(s) as well as the adjacent areas within the building envelope.

CASINO GAMING AREA. The space within a *casino* wherein gaming is conducted. The gaming area shall also include accessory uses within the same room(s) as, or substantially open to the gaming floor(s). Such areas shall include, but not be limited to lobbies, balconies, public circulation areas, assembly areas, restaurants, bars, lounges, food courts, retail spaces, mezzanines, convention pre-function areas, cashiers' cages, players' clubs, customer support, conservatories and promenades that share the same atmosphere, spillover lighting and theme lighting with the adjacent gaming floor area.

For accessory areas situated on the perimeter of the gaming floor to be considered substantially open, the wall(s) or partition(s) separating an accessory space from the gaming area must be a minimum of 50% open, as measured from the interior side of the accessory space, with no doors, windows and other obstructions, other than roll up security grills, installed within the opening.

CONDITIONED SPACE. An area or room within the building thermal envelope being heated or cooled, containing un-insulated ducts, or with a fixed opening directly into an adjacent *conditioned space*. An attic shall be considered conditioned space if the roof sheathing is constructed as the air barrier, with all insulation installed in direct contact with it, all exterior ventilation is eliminated and the space, including all eave framing and pipe and flue penetrations through the air barrier are tightly sealed to prevent exterior air infiltration.

INSULATION (THERMAL). A component of the thermal energy envelope comprised of any approved material installed in substantially direct contact to either side of the air barrier that provides measurable thermal resistance (R-value) to heat flow to or from a conditioned space to which it bounds.

LIGHTING, THEATRICAL. Lighting used to directly or indirectly illuminate performance areas, dance floors, and visual features in themed or theatrical environments. Theatrical Lighting shall include, but not be limited to: strobe lights, automated luminaries (intelligent lighting), effects projectors, lasers, and ultraviolet (UV) fixtures. In order to qualify as Theatrical Lighting, the lighting must be controlled separately from general illumination.

LUMINAIRE. A complete lighting unit consisting of a light source, such as a lamp or lamps, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source, ballast, or distribute the light. A lamp holder itself is not a luminaire.

OCCUPANT SENSOR (LIGHTING). A device that detects the presence or absence of people within an area and causes lighting to be regulated accordingly. The term "occupant sensor" applies to a device that controls indoor lighting systems. When the device is used to control outdoor lighting systems, it is defined as a motion sensor. This definition also applies to "occupancy sensor" and "occupant-sensing device." When used with a manual device for initial activation, an occupant sensor may be called a "vacancy sensor."

SIGN (SIGNAGE). An interior or exterior lighted device used to impart way-finding, identifications or promotional information to the viewer. Signs include, but are not limited to, business identification, location maps and directories, gaming boards, sports scoreboards, and slot carousel identifiers.

Section 301.1 General.

Delete Section 301.1 in its entirety and replace, as follows:

301.1 General. The jurisdictions of the City of Boulder City, the County of Clark County, the Clark County School District, the City of Henderson, the City of Las Vegas, the City of Mesquite and the City of North Las Vegas shall meet the requirements of this code for Climate Zone 3B.

> **Exception:** Areas within these jurisdictions above altitudes of 4000 ft and the Town of Pahrump shall be considered in Climate Zone 5B.

Section 303.1.3 Fenestration product rating.

Revise Section 301.1.3, as follows:

303.1.3 Fenestration product rating. *U*-factors of fenestration products (windows, doors and skylights) shall be determined in accordance with NFRC 100 by an accredited, independent laboratory, and labeled and certified by the manufacturer. Products lacking such a labeled *U*-factor shall be assigned a default *U*-factor from Table 303.1.3(1) or 303.1.3(2), or Table 4 of the 2009 ASHRAE Fundamentals Handbook (with the exclusion of the "glass only" columns).

The solar heat gain coefficient (SHGC) of glazed fenestration products (windows, doors, and skylights) shall be determined in accordance with NFRC 200 by an accredited, independent laboratory and labeled and certified by the manufacturer. Products lacking such a labeled SHCG shall be assigned a default SHGC from Table 303.1.3(3) or from Table 10 of the 2009 ASHRAE Fundamentals Handbook center-of-glazing properties--normal incidence angle 0.00 column only).

NOTE: When the 2009 ASHRAE Fundamentals Handbook simulation tables are used, all information must be provided as prescribed in amended subsections 303.1.3.1 and 303.1.3.2. This amended provision, allowing plans to be submitted to the building department for approval using the ASHRAE simulation tables, will expire after December 31, 2010.

Add two (2) new Subsections, 303.1.3.1 and 303.1.3.2, as follows:

303.1.3.1 Fenestration rating documentation. All fenestration products to be used in a project must be listed in a fenestration schedule on the approved plans. This schedule shall include all of the following:

1. A list of all fenestrations, including, but not limited to, fixed and operable windows, skylights, sliding, swinging and overhead doors and glass block.
2. The manufacturer and model numbers for all non-default fenestration products, including NFRC CDP numbers.

3. For site-built windows, simulation report reference numbers provided by an NFRC accredited simulation laboratory, for each type of product to be used in the project.
4. The fenestration type, size, quantity, NFRC 100 certified U-factor or default U-factor. (If default U-factor is used, the schedule must also include a description of the key energy-efficiency features that are necessary to achieve that default U-factor.)
5. The solar heat gain coefficient for each fenestration proposed, using either the NFRC 200 certified value or the default value.

303.1.3.2 Construction site rating documentation. In addition to the approved plans described above, the following documentation shall be provided at the construction site prior to inspection of the thermal energy envelope:

1. All NFRC certified factory-built fenestration products shall be labeled with the NFRC certification label. This label is to remain intact on the fenestration unit until inspected by the jurisdiction having authority.

2. For rated site-built fenestration products, there shall be a separate NFRC label certificate for each type of fenestration product used in the project, signed by an independent, NFRC certified inspection agency. The label will display the following information:
   a) The NFRC certification logo.
   b) The name, address and authorized NFRC license number of the approved inspection agency.
   c) The product ratings (U-factor, solar heat gain coefficient and visible light transmittance).
   d) The name, address, and permit number of the project.
   e) The product line information.
   f) The names, addresses and contractors/business license numbers for the suppliers of the frame, the glazing and the contractor.
   g) The printed name and signature of the inspector for the certified inspection agency.

3. For site-built fenestration products where default values were listed on the approved plans, the glazing contractor of record will provide the jurisdiction, a letter on company stationary, containing the following information:
   a) The name, address and permit number of the project.
   b) An itemized list of documentation describing specific components used to construct each type of fenestration.
   c) The signature of the principal owner of the glazing company, attesting to the fact that all products described and documentation submitted were used on that jobsite.
   d) A statement taking full legal and financial responsibility for the correct installation of the fenestration products.
   e) Attached copies of all packing slips for all fenestration components used on the project. This documentation shall bear the job site address or specifically referencing the project.

Section 401.3 Certificate.

Revise Section 401.3, as follows:

401.3 Certificate. A permanently installed certificate approved by the jurisdiction shall be posted on a wall adjacent to the water heater. The certificate shall be completed by the builder or registered design professional. The certificate shall have a heading stating "DO NOT REMOVE" in ½" minimum bold face letters and shall list the predominant R-values of the insulation installed in or on ceiling/roof, walls, foundation (slab, *basement wall*, crawlspace wall and/or floor) and ducts outside conditioned spaces; U-factors for fenestration and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for each component, the certificate shall list the value covering each area or component separately. The certificate shall list the types and efficiencies of heating, cooling and service water heating equipment.

Section 403.2.2 Sealing (Mandatory).

Revise Section 403.2.2, as follows:

403.2.2 Sealing (Mandatory). All ducts, air handler connections at the plenum, filter boxes and building cavities used as ducts shall be sealed. Joints and seams shall comply with the currently adopted mechanical code. Duct assemblies shall be verified for tightness by either of the following methods:

The remainder of this Section remains unchanged

Section 403.4 Service hot water systems (Mandatory).

Delete Section 403.4 in its entirety and replace, as follows:

403.4 Service hot water systems (Mandatory). All service hot water heating systems shall meet the requirements of Sec. 403.4.1 or 403.4.2.

> **403.4.1 Non-circulating hot water systems**. All service hot water piping installed in unconditioned spaces, including under-slab piping, shall be insulated to at least R-2.
>
> **403.4.2 Circulating hot water systems.** All circulating service hot water piping, including under-slab piping, shall be insulated to at least R-2. Circulating hot water systems shall include an automatic or readily accessible manual switch that can turn off the hot water circulating pump when the system is not used.

Section 403.5 Mechanical ventilation (Mandatory).

Add a new Exception to Section 403.5, as follows:

403.5 Mechanical ventilation (Mandatory). Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

> **Exception:** Where clothes dryer exhaust vents terminate vertically at the roof, back draft dampers are not required.

Section 403.6 Equipment sizing (Mandatory).

Revise Section 403.6, as follows:

403.6 Equipment sizing (Mandatory). Heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculations methodologies.

Section 405.6.1 Minimum capabilities.

Revise Section 405.6.1, Item 2, as follows:

2. Calculation of whole-building (as a single zone) sizing for the heating and cooling equipment in the standard reference design residence in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies.

Section 502.4.5 Outdoor air intakes and exhaust openings.

Add new Exceptions No.2 through No.6 to Section 502.4.5, as follows:

502.4.5 Outdoor air intakes and exhaust openings. Stair and elevator shaft vents and other outdoor air intakes and exhaust openings integral to the building envelope shall be equipped with not less than a Class I motorized, leakage-rated damper with a maximum leakage rate of 4 cfm per square foot (6.8 L/s · Cm^2) at 1.0 inch water gauge (w.g.) (250 Pa) when tested in accordance with AMCA 500D.

Exceptions:

1. Gravity (non-motorized) dampers are permitted to be used in buildings less than three stories in height above grade.
2. Supply and exhaust ducts or shafts integral to the smoke management system as required by Sec. 909 of the International Building Code.
3. Type I and Type II fume hoods in commercial kitchens and the make-up air units that are required for the operation of these fume hoods.
4. All vents used for conveying products of combustion.
5. Clothes dryer vents that terminate vertically through a roof.
6. Explosion venting.

503.2.5.1 Demand controlled ventilation.

Revise Section 503.2.5.1, as follows:

503.2.5.1 Demand controlled ventilation. Demand control ventilation (DCV) is required for spaces larger than 500 ft^2 (50m^2) and with an average occupant load of 40 people per 1000 ft^2 (93 m^2) of floor area) as established in Table 4-1of the *Uniform Mechanical Code* and served by systems with on or more of the following:

Revise the title of Section 505, as follows:

SECTION 505
ELECTRICAL POWER AND LIGHTING SYSTEMS

Section 505.2.1 Interior lighting controls.

Add a new Exception No. 3 to Section 505.2.1, as follows:

505.2.1 Interior lighting controls. (…)

Exceptions:

1. *No change*
2. *No change*
3. Normally unoccupied areas, such as restrooms, janitor closets, storage closets and similar spaces, controlled by local occupancy sensors.

Section 505.2.2 Additional controls.

Revise Section 505.2.2, as follows:

505.2.2 Additional controls. Each area that is required to have a manual control shall have additional controls that meet the requirements of Sections 505.2.2.1, 505.2.2.2 and 505.2.2.3.

Section 505.2.2.3 Daylight zone control.

Add two new Exceptions to Section 505.2.2.3, as follows:

505.2.2.3 Daylight zone control. Daylight zones, as defined by this code, shall be provided with controls that control the lights independent of general area lighting. Contiguous daylight zones adjacent to vertical fenestration are allowed to be controlled by a single controlling device provided that they do not include zones facing more than two adjacent cardinal orientations (i.e., north, east, south, and west). Daylight zones under skylights more than 15 feet (4572 mm) from the perimeter shall be controlled separately from daylight zones adjacent to vertical fenestration.

Exceptions:

1. Daylight spaces enclosed by walls or ceiling height partitions and containing two or fewer light fixtures are not required to have a separate switch for general area lighting.
2. Where automatic dimming controls are provided for the electric lighting within the daylight zones, no separate manual control for the daylight zone shall be required.
3. In areas where daylight zones overlap, only one control shall be required to control both zones, unless the areas include more than two adjacent cardinal orientations.

Section 505.5.1 Total connected interior lighting power.

Revise Section 505.5.1 by revising exception #7 and adding a new exception #15, as follows:

505.5.1 Total connected interior lighting power. (…)

Exceptions:

(…)

7. Advertising signage or directional signage, including signage for business identification or promotion, location maps and directories, sports or gaming scoreboards, and slot carousel identifiers.

(…)

15. Theme elements in theme/amusement parks and casino gaming areas.

Section 505.6.2 Exterior building lighting power.

Revise Section 505.6.2, by revising exceptions #2 and #8, as follows:

505.6.2 Exterior building lighting power. (…)

Exceptions:

2. Advertising signage or directional signage, including signage for business identification and promotion, location maps and directories, and sports scoreboards;

8. Theme elements in theme/amusement parks and casinos; and

Chapter 6 REFERENCED STANDARDS

Revise the reference standards in Chapter 6 to include the organization ACCA (Air Conditioning Contractors of America), as follows:

ACCA	Air Conditioning Contractors of America 2800 Shirlington Road, Suite 300 Arlington, VA 22206

Standard reference number	Title	Referenced in code section number
Manual D--95	Residential Duct Systems	
Manual J--02	Residential Load Calculations—Eight Edition	403.6 amend.
Manual S	Residential Equipment Selection	

BUSINESS IMPACT STATEMENT
BILL NO. 2011-15
(Adopts an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-15, that will adopt an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

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:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-16 – Adopts the 2009 Edition of the Southern Nevada Pool Code. 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 adopt the 2009 Edition of the Southern Nevada Pool Code. This version represents an updated version of pool and spa regulations agreed upon by local area jurisdictions.

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. 2011-16
2. 2009 Southern Nevada Pool Code
3. Business Impact Statement

BILL NO. 2011-16

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT BY REFERENCE THE 2009 EDITION OF THE SOUTHERN NEVADA POOL CODE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2009 Edition of the Southern Nevada Pool Code.

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

SECTION 1: Title 16, Chapter 30, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.30.010: That certain document entitled ["2006 Southern Nevada Pool Code,"] "2009 Southern Nevada Pool Code," three copies of which are on file in the Office of the City Clerk, is adopted by reference and made a part of this Code, to the same effect as if set out herein in full.

SECTION 2: The 2009 Southern Nevada Pool Code, a copy of which is attached to this Ordinance, shall supersede and replace the 2006 Southern Nevada Pool Code, as well as the provisions of that certain document entitled "City of Las Vegas Swimming Pool/Spa Code, 1992 Edition."

SECTION 3: The 2009 Southern Nevada Pool Code referred to in Sections 1 and 2 of this Ordinance is hereby amended as set forth in Sections 4 and 5 of this Ordinance.

SECTION 4: Section 101.3 is hereby amended by adding to the list of exceptions a new Exception (D), reading as follows:

(D) Non-permanently installed pools, except to the extent that the Building Official determines that one or more provisions of Chapter 8 shall apply to particular pools or types of pools.

SECTION 5: Section 804.0 is hereby amended by amending Exceptions 2 and 3 within that Section to read as follows, with new material indicated by underlining:

Exception 2: An alarm permanently installed on all openings in the dwelling unit that provide direct access to the pool or spa. Openings to include doors; operable windows with a sill height of forty-eight (48) inches or less; and pet doors allowing the passage of a sphere of four (4) inches (102 mm) in

diameter. The alarm shall be listed to meet UL Standard 2017 for Residential Water Hazard Entrance Alarms. The alarm shall sound continuously for a minimum of thirty (30) seconds within seven (7) seconds after the door is opened, and be a minimum of capable of providing 85 dB when measured indoors at ten (10) feet (3.05 m) (10'). The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means, such as a touch pad or switch, to temporarily deactivate the alarm for a single opening. The deactivation switch shall be located at least fifty-four (54) inches (1372 mm) (54") above the threshold of the door.

Exception 3: A laser or light beam activation alarm, permanently installed, that either provides an active beam barrier across the access to the pool from the dwelling unit or is installed around the entire perimeter of the pool. The laser or light beam must have an adjustable height capability and sound an alarm of at least eighty-five (85) dB both inside and outside of the home when the beam is crossed. The alarm must automatically reset after alarming. The alarm shall meet ASTM's Provisional Standard Specifications for Pool Alarms (PS 128-01) and be listed.

SECTION 6: The provisions of the City's Administrative Code shall govern procedural and administrative matters related to the enforcement and application of the 2009 Southern Nevada Pool Code.

SECTION 7: This Ordinance shall become effective on July 5, 2011.

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.

SECTION 9: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a

misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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

Southern Nevada Building Officials
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Lisa Conner
Clark County School District

2009

SOUTHERN NEVADA

POOL CODE

Approved by SNBO

July 23, 2010

2009
SOUTHERN NEVADA POOL CODE

SECTION **PAGE**

Table of Contents 2

Preface 3

Chapter 1: Scope and Administration.....4

Chapter 2: Definitions.....5

Chapter 3: Site Work, Setbacks and Clearance Requirements.....8

Chapter 4: Structural Requirements.....10

Chapter 5: Electrical Requirements.....11

Chapter 6: Plumbing Requirements 12

Chapter 7: Architectural Requirements.....15

Chapter 8: Access Barriers and Safety Requirements.....18

PREFACE

This document comprises the Southern Nevada Pool Code and was developed by the jurisdictions listed on the cover page as a document to be adopted by reference. These provisions are not code unless adopted and codified by governmental jurisdictions. These provisions are not intended to prevent the use of any material or method of construction not specifically prescribed herein, provided any alternate has been approved and its use authorized by the building official. This document is available to be adopted as code by any jurisdiction without permission or approval from the jurisdictions listed on the cover page.

In addition to the requirements set forth in this document, public swimming pools, wading pools, spas and water features, designed for full or partial human submersion and open to the public must be constructed in compliance with the Southern Nevada Health District rules and regulations. In the event that conflicts between this document and those regulations occur, the more restrictive condition will apply.

For further information on public pools, please contact the Southern Nevada Health District at (702) 759-0571.

Chapter 1: SCOPE AND ADMINISTRATION

101.0 Title. This document shall be known as the "Southern Nevada Pool Code", may be cited as such, and will be referred to herein as "this code".

101.2 Purpose. This code is an ordinance providing minimum requirements and standards for the protection of public health, safety and welfare.

101.3 Scope. The provisions of this code shall apply to the erection, installation, alteration, repair, relocation, replacement, addition, use, or maintenance of artificially constructed bodies of water.

Exceptions: The following bodies of water shall be exempt from these requirements:

(A) Manmade lakes as defined in local ordinance or administrative code.

(B) Water features utilized in a family entertainment theme park as regulated in local ordinance or administrative code.

(C) Water feature not greater than eighteen (18) inches (457 mm) of maximum water level, used in conjunction with and on the same property as a single-family residence, and available only to the family of the householder or their private guests.

Chapter 2: DEFINITIONS

201.0 General. For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in this chapter and elsewhere in this code where specific definitions are provided. Terms, phrases, and words used in the singular include the plural and the plural singular. Terms, phrases, and words used in the masculine include the feminine and the feminine masculine.

Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged*, copyright 1986, shall be considered as providing ordinarily accepted meanings.

202.0 Definition of Terms.

ACCESSIBLE: When applied to a fixture, connection, appliance or equipment shall mean having access thereto, but which may require the removal of an access panel, door or similar obstruction without damaging the structure or finish.

ACCESSIBLE, READILY: When applied to a fixture, connection, appliance or equipment shall mean having direct access without the necessity to remove an access panel, door or similar obstruction.

ACCESS BARRIER: A fence, wall, building wall or combination thereof that completely encloses a pool, spa or water feature and obstructs access.

APPROVED: Approval by the Building Official as the result of investigation and tests conducted by the Building Official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

GATE OR DOOR: A single movable panel that swings or hinges, rotates or slides used for entrance into or closing off an opening in the required barrier.

HEALTH DISTRICT: Southern Nevada Health District.

LISTED and LISTING: Equipment or materials included in a list published by an approved testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of current productions of listed equipment or materials. The published list shall state that the material or equipment complies with approved nationally recognized codes, standards or tests and has been tested or evaluated and found suitable for use in a specified manner.

MANMADE DECORATIVE WATER FEATURE: Any manmade stream, fountain, waterfall, or other water feature that does not meet the definition of a swimming pool and contains water that flows or that is sprayed into the air, constructed for decorative, scenic or landscape purposes. Any manmade decorative water feature exceeding eighteen (18) inches (457 mm) in depth shall meet the requirements of a swimming pool as specified in Chapters 3 through 8.

MANUFACTURED: A pool, spa or water feature that is manufactured or constructed at another location, transported to the property, and placed and/or assembled at the property.

MAXIMUM WATER LEVEL: The highest level that water can reach before it spills out.

NORMAL OPERATING WATER LEVEL: The overflow point on overflow gutters or the midpoint in the throat of skimmers.

POOL: See "SWIMMING POOL."

POOL DEPTH: The distance between the lowest point of the pool floor and the maximum water level.

PRIVATE SWIMMING POOL OR SPA: All constructed swimming pools or spas which are used in conjunction with and on the same property as a single-family residence, and available only to the family of the residence or their private guests.

PUBLIC POOL OR SPA: Any swimming pool or spa, other than a private pool or spa.

SLIP RESISTANT: A surface that has been so treated or constructed as to significantly reduce the chance of slipping when wet.

SPA: An artificially constructed body of water, either portable or permanent with a maximum water level greater than eighteen (18) inches (457 mm) in depth, designed for recreation or therapeutic use that is not drained, cleaned or refilled for each individual user. It may include, but is not limited to: hydro-jet circulation, hot tubs, hot water, cold water, mineral baths, air induction bubbles, or any combination thereof.

STAIR, RECESSED TREAD, LADDER: A means of entry and exit to and from the pool or spa that may be used in conjunction with each other.

(A) **Stair**: A riser/tread or series of risers/treads extending down from the deck into the pool/spa.

(B) **Recessed Tread**: A series of vertically spaced cavities in the pool or spa wall creating tread areas for step holes.

(C) **Ladder**: A series of vertically separated treads or rungs connected by vertical rail members or independently fastened to an adjacent vertical wall.

STORABLE SWIMMING OR WADING POOL: Those that are constructed on or above the ground and are capable of holding water to a maximum depth of forty-two (42) inches (1067 mm), or a pool with nonmetallic, molded polymeric walls or inflatable fabric walls regardless of dimension. Such items are not subject to this code.

SUCTION OUTLET: The aperture or fitting, other than a skimmer, on the bottom or side wall of a pool, spa or water feature through which the water under negative pressure (vacuum) is drawn from the pool, spa or water feature to the pump.

SWIMMING POOL: A permanently installed artificial body of water with a maximum water level greater than eighteen (18) inches (457 mm) in depth, which includes all equipment necessary for its use.

UNBLOCKABLE DRAIN: The term "unblockable drain" means a drain of any size and shape that a human body cannot sufficiently block to create a suction entrapment hazard.

WASTEWATER: Water from filter cleansing, draining of a pool or spa, or lowering of the water level in a pool or spa.

WATER FEATURE: See "MANMADE DECORATIVE WATER FEATURE".

WIDTH or LENGTH: The actual dimension taken at the maximum location from inner wall to inner wall at the normal operating water level of a pool or spa.

Chapter 3: SITE WORK, SETBACKS AND CLEARANCE REQUIREMENTS

301.0 Site Work. Excavation areas shall be protected so that they do not endanger life or property. Temporary barricades shall be maintained in place and kept in good order until permanent barriers are installed. It shall be the responsibility of the contractor or owner to verify property line locations prior to excavation.

302.0 Pool Location. In-ground pools, spas, and water features shall not be placed closer than sixty (60) inches (1524 mm) to any building or structure and shall not encroach within public utility easements. An exception may be permitted when substantiation is provided by a Nevada Licensed Structural or Civil Engineer that no damage will occur to buildings, structures or adjacent properties and that no unsafe structural conditions will exist.

303.0 Drainage. Site drainage shall be provided to direct all drainage from site, perimeter decks, and roofs away from the pool, spa and adjacent buildings and structures.

304.0 Equipment. Any outdoor equipment pad shall not be in contact with any foundation. Equipment shall be installed with adequate drainage. Equipment in vaults or pits shall have an approved means to drain water. Equipment shall be installed in accordance with the currently adopted Codes, listing requirements and the manufacturer's installation instructions.

305.0 Equipment Clearances. All electrical equipment clearances shall comply with requirements specified per National Electrical Code and manufacturer's listing guidelines. A twenty-four (24) inch (610 mm) wide access path is required to all pool and mechanical equipment. Equipment shall be mounted on a permanent, secure wall, fence or other approved structure.

306.0 Overhead electrical conductor clearances. Existing service-drop conductors or other open, overhead wiring shall not be left in place or be installed above the following:

(1) Pools and the area extending ten (10) feet (3.05 m) horizontally from the inside of the walls of the pool;

(2) Diving structures;

(3) Observation stands, towers or platforms.

Exceptions:

1. Where such installations meet the requirements of NEC Table 680.8, as follows:

Table 680.8 Overhead Conductor Clearances

Clearance Parameters	Insulated supply or service drop cables or wiring, 0-750 volts to ground, supported on and cabled together with an solidly grounded bare messenger or solidly grounded neutral conductor	All other Conductors Voltage to Ground	
		0-15 kV	15 to 50 kV
A. Clearance in any direction to the water level, edge of water surface, base of diving platform, or permanently anchored raft	22.5 ft. (6.9 m)	25ft. (7.5 m)	27 ft. (8.0 m)
B. Clearance in any direction to the diving platform or tower	14.5 ft. (4.4 m)	17 ft. (5.2 m)	18 ft. (5.5 m)
C. Horizontal limit of clearance measured from inside wall of the pool	This limit shall extend to the outer edge of the structures listed in (A) and (B) of this table but not to less than 10 ft. (3.05 m).		

2. Utility-owned, operated, and maintained communications conductors, community antenna system coaxial cables complying with Article 820, and the supporting messengers shall be permitted at a height of not less than ten (10) feet (3.05 m) above swimming and wading pools, diving structures, and observation stands, towers, or platforms. (See Sections NEC 225.18 and 225.19 for clearances for conductors not covered by this section.)

307.0 Additional Clearances. All clearances must comply with the currently adopted edition of the National Electrical Code.

Chapter 4: STRUCTURAL REQUIREMENTS

401.0 General Materials. Pools, spas, and water features shall be constructed of reinforced concrete conforming to the provisions of the currently adopted Building Code, Southern Nevada Code Amendments or alternate materials approved by the Building Official. Approved, listed manufactured pools, spas and water features shall be installed in accordance with manufacturer's installation instructions and their listing.

402.0 Design. Structural design for pools, spas and water features shall be engineered by a registered design professional or approved by the Building Official. Construction documents (material specifications, sections and details) shall be wet sealed and signed by the engineer-of-record.

403.0 Geotechnical Investigation Report. All areas of Southern Nevada shall have a geotechnical investigation report at completion of excavation or prior to permit application. Geotechnical investigation report must be prepared by a registered design professional. Geotechnical investigation report shall be accompanied by appropriate substantiation test including: sampling data, suitability for the intended project, and recommendations on treating the sub-grade soil and/or modifications to the swimming pool design.

When a geotechnical report is not used for structural design, the design shall comply with the provisions of the currently adopted Building Code and the Southern Nevada Code Amendments.

Exceptions:

1. The site is specifically identified as outside a special geologic consideration zone as identified on the Clark County Soils Guidelines Map
2. Areas of Clark County not covered by the Clark County Soils Guidelines Map
3. At the option of the Building Official
4. Any excavation less than twenty-four (24) inches (610mm) in depth.

404.0 Ground Water Protection. If groundwater is present, a hydrostatic valve or other approved means shall be installed at the lowest point.

405.0 Site Condition. Additional loads due to sloping backfill and surcharges shall be designed and detailed. Plans and sections shall include all permanent structures from the pool wall within a horizontal distance of seven (7) feet (2.1m) or maximum depth of the pool, whichever is greater. The setback for permanent structures and pool shall comply with the provisions of the currently adopted Building Code and the Southern Nevada Code Amendments.

406.0 Seismic Consideration. In-ground pools, spas and water features are not required to be designed for a seismic load.

407.0 Concrete Strength, f'c. Minimum specified compressive strength in the construction document shall be 4,500psi with a maximum water to cement ratio of 0.45.

408.0 Bond Beam. A continuous bond beam shall not be interrupted for the installation of skimmers and/or similar apparatus. An alternate method may be used when approved by the Building Official.

409.0 Special Inspection. Unless required by a registered design professional or by the Building Official, special inspections are not required for a private swimming pool, spa or water feature.

Chapter 5: ELECTRICAL REQUIREMENTS

501.0 Electrical Requirements. All electrical installations, modifications, repairs or alterations of pools, spas and water features shall conform to the provisions of the currently adopted National Electrical Code, Southern Nevada Code Amendments and the Southern Nevada Health District.

502.0 Pool and Spa Lighting. Pools and spas shall be equipped with lighting that illuminates the entire bottom and volume, and shall be an underwater or overhead type. Underwater lighting shall be a minimum of one-half (1/2) watt or equivalent lumens per square foot of water surface area. Overhead lights shall be a minimum of two (2) watts or equivalent lumens per square foot of water surface area. Any glass parts shall be protected from breakage. Fiber Optic lighting used for pool and spa lighting shall be installed in accordance with their listing and labeling.

503.0 Area Lighting of Public Pools and Spas. Area lighting shall be provided to illuminate the surface areas of the pool deck and spa deck. The lights shall be a minimum of six-tenths (6/10) watt or equivalent lumens per square foot of deck area.

504.0 Disconnecting Means. Time clocks are not permitted as a means of disconnect for motors unless listed for the purpose or approved by the Building Official.

505.0 Load Calculations. Electrical load calculations will be required for any pool, spa, or combination that utilizes more than one pump motor. This is required to verify that the existing electrical system is adequate for the additional loads being added.

506.0 Conductor Feeder, Overcurrent Protection and Grounding: All pool panels shall have a minimum #10 AWG copper wire feeder or equal and a thirty ampere (30A) breaker with an insulated ground wire to the existing panel.

507.0 Bonding. Swimming pools and decks shall be bonded in accordance with the National Electrical Code, Article 680.26 and the Southern Nevada Code Amendments.

Chapter 6: PLUMBING REQUIREMENTS

601.0 Plumbing Requirements. Plumbing installation, modification, repair or alteration of a pool, spa or water feature shall conform to the provisions of the currently adopted Plumbing Code, Southern Nevada Code Amendments, Southern Nevada Health District and the additional following requirements:

602.0 Water Quality. All water treatment, filtration and recirculation devices, and hydraulic lines and systems shall be approved by the Health District prior to permit issuance for a public pool or spa. Water features designed for full or partial human submersion open to the public shall be reviewed and approved by the Health District prior to permit issuance. Water quality in water features, which do not come in contact with the public, and private pools and spas, shall be maintained in such a manner that a nuisance is not created pursuant to NRS 40.140.

603.0 Heating Equipment. Heating equipment shall conform to the provisions of the currently adopted Mechanical, Plumbing and Electrical Codes. Installation of such equipment shall be according to the manufacturer's instructions and listing. Heating equipment shall be located on a minimum three (3) inch (76 mm) thick pad of concrete or other approved material. The top of the pad shall be a minimum of three (3) inches (76 mm) above adjacent grade and shall be appropriately sized to accommodate all equipment. Equipment installed in alternate locations, such as vaults or pits, must be listed for the location or be approved by the Building Official. When pool or spa water heating equipment is installed with a full-way type shutoff valve between the outlet of the heater and the pool or spa, an approved pressure relief valve shall be installed on the discharge side of the water heating equipment.

603.1 Vents shall terminate with clearances as follows: Vents shall terminate as per the currently adopted Uniform Mechanical Code and per the manufacturers listing.

604.0 Underground Installation. All underground installation of plumbing lines, including water supply lines, drains, vacuum and circulating lines and gas piping systems, shall be installed on a minimum three (3) inch (76 mm) base, a minimum one (1) inch (25.4 mm) side and four (4) inch (101.6 mm) cover of clean sand in place at time of inspection.

605.0 Water Piping. Swimming pools, spas, and water features shall use approved type "L" copper, approved PVC pipe of a minimum schedule 40 PVC meeting the NSF PW-14 Standard (or equal), or other approved materials. PVC pipe shall be bent using heat by thermostatically controlled equipment. All plastic pipe exposed to sunlight shall be protected with an approved tape wrapping or paint. Water piping shall be pressure tested at twenty (20) PSI for fifteen (15) minutes. For the purpose of this code the factory installed pressure gauge shall be adequate.

606.0 Gas Piping. Natural gas piping systems shall conform to the provisions of the currently adopted Plumbing Code. All other approved systems shall be tested at sixty (60) PSI for thirty (30) minutes. Liquefied petroleum gas piping systems shall conform to the provisions of the National Fuel Gas Code, NFPA 54. Threaded ferrous metal gas pipe systems shall be pressure tested at ten (10) PSI for fifteen (15) minutes.

607.0 Water supply. Pools, spas, and water features shall have water directly supplied through a water supply inlet. The water supply inlet for public pools shall comply with Southern Nevada Health District provisions. The water supply inlet on private pools shall be protected by a one (1) inch (25.4 mm) air gap or approved backflow protection device.

Exception: Private pools and spas may be provided with a water supply consisting of an approved back flow protection device (vacuum breaker) located on the discharge side of the last valve or a sill cock (hose bib) from which a water hose may be attached.

608.0 Wastewater. Wastewater from pools, spas, and water features shall be discharged to the public sewer through a permanently installed waste line. Wastewater shall not be discharged to a septic tank.

The permanently installed waste line shall discharge through an indirect waste connection of the following type: an approved interceptor; a sand trap which is vented and provided with a clean-out on the discharge side; or a "P" trap of a minimum size of three (3) inches (76 mm).

Exceptions:

1. If a public sewer service is not available, the Building Official may authorize the wastewater to be discharged above ground and used for irrigation purposes. The wastewater shall not be allowed to drain to adjacent properties or the public way. This authorization may be revoked if a hazardous, nuisance or unsanitary condition occurs.

2. For private pools, spas, and water features, a hose connection may be used as a waste line.

609.0 Entrapment Avoidance: Each swimming pool, spa or water feature shall be constructed with at least one of the following means for entrapment avoidance. Public pools and spas shall comply with the Southern Nevada Health Districts requirements.

609.1 Minimum of two (2) suction outlets:

(a) Each suction outlet must be sized to the maximum pipe size used in that outlet system.

(b) The tee feeding the common suction line between the suction outlets, to the pump(s) shall be located approximately midway between the outlets, and without valves, with the branch side of the tee providing flow to the pump.

(c) Each suction outlet shall be separated a minimum of thirty-six (36) inches (914.4mm) on a horizontal plane, or located on two (2) different planes. (For example: one on the bottom & one on a vertical plane, one each on two (2) separate walls). (One skimmer and one drain cover on a single suction line shall not be permitted)

(d) Each suction outlet pipe must have a cover installed per the manufacturers instructions, complying with ASME/ANSI A112.19.8a-2008 or any successor standard.

(e) The flow rate of each cover shall be at least the system's maximum flow rate.

609.2 One (1) or more unblockable drains:

(a) All unblockable drains must be installed as a complete drain & sump assembly or pre assembled by the manufacturer. No "field fabricated sumps" will be allowed.

(b) Unblockable drains must be eighteen (18) inches (457 mm) x twenty-three (23) inches (737 mm) or have a diagonal measurement of twenty-nine (29) inches (737 mm) or greater.

(c) Drains must be installed per manufactures instructions.

(d) Anti- Entrapment devices or systems complying with ASME/ASNI A112.19.17-2007 or ASTM standard F-2387-04.

1. The device or system must be installed & tested as per manufactures instructions.

2. The instruction manual shall be left with property owner, management or owners representative.

(e) Other means as approved by the Building Official.

610.0 Filtering and recirculation. Pools, spas, and water features shall be equipped with a filtering and recirculation system. Equipment shall be mounted on a minimum three (3) inch (76 mm) thick pad of concrete or other approved materials. The pad shall be a minimum of three (3) inches (76 mm) above adjacent grade and sized to accommodate all equipment. All equipment shall be listed by a nationally recognized testing agency for the appropriate use. The circulation system shall provide a complete turnover of water within the time frame specified below:

Type of Water Feature	Maximum Recirculation Time (Hours)
Public Pool	6.0
Private Pool	12.0
Public Spa	0.5
Private Spas	1.0
Water Feature	8.0

Filler, circulation systems, scum gutters and skimmers that are located in public pools, spas and water features shall conform to Health District regulations. Inlets for fresh or repurified water in all pools, spas, and water features shall be located to produce uniform circulation of water throughout the entire pool, spa or water feature.

611.0 Sewer Lines. Swimming pools, in-ground spas, or water features shall not be constructed over a sewer, unless the sewer line is of cast iron material and prior approval from the Building Official is obtained.

612.0 Septic Systems. All Swimming pool and spa water filler and circulation piping within twenty-five (25) feet (7.5m) of a septic system shall conform to Health District regulations.

Chapter 7: ARCHITECTURAL REQUIREMENTS

700.0 Public Pools and Spas. Public pools and spas shall also comply with the Southern Nevada Health District requirements.

701.0 Walls and floors. The materials used in pool, spa, and water feature wall and floor construction shall conform to the provisions of the currently adopted Building Code and the Southern Nevada Code Amendments. Walls and floors shall be designed and constructed of non-absorbent material in a manner to be leak-proof and structurally sound under all the conditions of the site. The inner surface of the pool or spa shall be coved, rounded, or bull-nose at all joints, corners, angles of bases, walls, floors, or curbs. No sharp corners or projections shall be permitted.

702.0 Entry/Egress.

702.1 Pools. Pools with a depth greater than twenty-four (24) inches (610 mm) at pool walls shall be provided with a means of Entry/Egress. Pools exceeding thirty (30) feet (9.14 m) in width or length shall have egress provided on opposite ends of those sides greater than thirty (30) feet (9.14 m). A seat meeting the requirements of Section 704.0 shall be considered as a second means of egress.

702.2 Spas. Spas with a depth greater than twenty-four (24) inches (610 mm) shall have an interior top step, which complies with Section 703.2 below. The distance from the top step to the bench shall comply with Section 703.2 on one side of the top step. Spas with a deck between twelve (12) inches (305 mm) and twenty-four (24) inches (610 mm) above grade that are entered by sitting on the rim deck and spinning into the spa shall not require exterior steps. Listed manufactured spas shall have entry and egress as per their listing.

702.3 Water features. Water features and vanishing edge catch basins greater than twenty-four (24) inches (610 mm) in depth with walls that are inclined greater than forty-five (45°) degrees shall have a means of entry/egress.

703.0 Ladder, stairs, or recessed treads. An entry/egress for a pool, spa or water feature shall be constructed to minimize hazards and consist of a ladder, stairs, or recessed treads or an alternate method approved by the Building Official. The ladder, stairs or recessed treads shall comply with the following requirements, respectively:

703.1 Ladder. Ladders shall be of a corrosion resistant material and be provided with two handholds or handrails. Ladder treads shall have a uniform vertical spacing of seven (7) inches (178 mm) minimum and twelve (12) inches (305 mm) maximum, with a minimum width of eighteen (18) inches (457 mm). Vertical spacing variation within each ladder shall not exceed one (1) inch (25.4 mm). Treads shall have a minimum horizontal depth of one and one-half (1 ½) inches (38 mm). The top tread of the ladder shall be a maximum of twelve (12) inches (305 mm) below the top of coping, deck or exterior edge of the pool or spa.

703.2 Stairs/Steps. Stairs/steps shall have a slip resistant surface and no sharp edges. Public pools shall have a maximum riser height of ten (10) inches (254 mm) with a minimum horizontal tread depth of twelve (12) inches (305 mm). Riser height variation within each stair shall not exceed one (1) inch (25.4 mm). The distance from the bottom of the pool to the bottom step shall not be considered a riser. Private pools, private and public spas and water features shall have a maximum riser height of twelve (12) inches (305 mm), with a minimum horizontal tread depth of twelve (12) inches (305 mm). Steps shall extend to a depth of forty-two (42) inches (1067 mm) of water depth or within twelve (12) inches (305 mm) of a portion of the pool floor. The distance from the bottom of the pool to the bottom step shall not be considered a riser.

703.3 Recessed treads. Recessed treads shall be provided with a set of handrails or handholds to serve all treads and risers. Recessed treads shall have a uniform vertical spacing of seven (7) inches (178 mm) minimum and twelve (12) inches (305 mm) maximum. Recessed treads shall have a minimum depth of five (5) inches (127 mm) and a minimum width of twelve (12) inches (305 mm). The uppermost tread shall be a maximum of twelve (12) inches (305 mm) below the coping, deck or exterior edge of the pool or spa.

704.0 Deck, Seat or Handholds. Pools and spas greater than thirty-six (36) inches (914.4 mm) in water depth shall be provided with a deck made of a slip resistant material or other alternate materials, as approved by the Building Official. Man-made decorative water features and design features may interrupt the deck. In these cases seats or handholds may be used for safety and emergency provisions, and shall be spaced a maximum of every forty-eight (48) inches (1219 mm) around the perimeter of the pool or spa where deck interruptions occur. Decks shall be mandatory at each required entry and egress point. This deck section shall meet the width requirements as stated below and shall be a minimum of forty-eight (48) inches (1219 mm) in length. This decking may be up to twenty-four (24) inches (610 mm) below the maximum water level. The deck, seat or handholds shall comply with the following requirements, respectively:

704.1 Deck. The deck shall be a minimum of thirty (30) inches (762 mm) wide and slope one quarter (¼) inch per foot (6.4 mm per 305 mm) away from pool, property lines and house footings. The deck shall be placed a maximum of twelve (12) inches (305 mm) above the normal operating water level to qualify as a handhold. Public pools and spas shall have a minimum deck width of forty-eight (48) inches (1219 mm).

The finished surface of pool decks shall be a minimum of two (2) inches (51 mm) below the bottom of any adjacent exterior wall weep screed. A drain feature allowing a two (2) inch (50.8mm) vertical clearance along the weep screed shall be acceptable.

Decks shall be sloped to effectively drain to either deck drains or perimeter areas away from the pool or spa. Deck drains must terminate a minimum of twenty-four (24) inches (610 mm) from the foundation of any structure.

704.2 Seat. An underwater seat, bench or swim-out, utilized as a means of egress, shall be a minimum of twelve (12) inches (305 mm) long, a minimum of twelve (12) inches (305 mm) wide and a maximum of twenty-four (24) inches (610 mm) below the water surface.

Exception: Spa seats.

704.3 Handhold. A handhold shall consist of any of the following:

(a) A continuous coping, ledge or handhold shall be placed a maximum of twelve (12) inches (305 mm) above the water surface or no greater than six (6) inches (152.4 mm) below water level. A ledge shall have a minimum projection of three (3) inches (76 mm). Individual handholds must be at least six (6) inches (152.4 mm) in length and one and one-half (1 ½) inches (38 mm) in depth. Attachment must be made by an approved listed waterproof epoxy. Vanishing edges sloping into the main body of water shall have a maximum wall thickness of fifteen (15) inches (381 mm) when used as a handhold.

(b) A permanently secured railing of one and one-quarter (1 ¼) inches (32 mm) to two (2) inches (51 mm) in diameter placed at a maximum of twelve (12) inches (305 mm) above the water surface and a maximum of six (6) inches (152.4 mm) below the water surface.

(c) Ladders, steps or recessed treads complying with Section 703.0 as listed above.

705.0 Wind Sensors. Water features and fountains on commercial properties shall be equipped with an integral automatic wind sensor device calibrated to shut off airborne and moving water when wind velocity exceeds twenty miles per hour.

706.0 Diving Boards/Slides. Pools equipped with diving boards or slides shall be engineered and designed to comply with published ANSI standards. Slides and diving boards shall be installed per manufacturer's listing.

Chapter 8: ACCESS BARRIERS ANS SAFETY REQUIREMETS

800.0 Public Pools and Spas. Public pools and spas shall also comply with the Southern Nevada Health Districts requirements.

801.0 Access Barrier Requirements. Pools and spas shall be completely enclosed with access barriers.

Exceptions:

1 Prefabricated swimming pools accessory to a Group R, Division 3 Occupancy in which the pool walls are entirely above the adjacent grade and the capacity does not exceed 5,000 gallons.

2 Spa or hot tub with an approved lockable cover in the closed position meeting the most recent addition of ASTM Standard F1346-91, or equal.

802.0 Access Barrier Construction Requirements: Access barriers shall comply with the following:

802.1 Height. The top of the barrier shall not be less than sixty (60) inches (1524 mm in height above adjacent grade measured from outside the enclosed area or eight (8) feet (2.4 m) vertical, non-climbable, measured on the inside. The vertical clearance between grade and the bottom of the barrier shall be four (4) inches (101.6 mm) maximum. When permanently installed pools or spas are in adjacent yards the common barrier may be reduced to forty-eight (48) inches (1219.2 mm) on either side.

802.2 Wrought Iron. Wrought iron fence with open guardrails shall have intermediate rails or an ornamental pattern such that a sphere four (4) inches (101.6 mm) in diameter cannot pass. Horizontal support members shall be spaced at least thirty-two (32) inches (813 mm) and shall comply with Section 802.1.

802.3 Wrought Iron with Masonry. Mixed use of masonry and wrought iron walls shall comply with all of the following:

(1) Masonry or wrought iron portion of the wall shall be a minimum of thirty-two (32) inches (813 mm) in height.

(2) The wrought iron portion of the wall shall comply with Sections 802.1 and 802.2 with a maximum of two horizontal members, one near the bottom, within four (4) inches (101.6 mm) of the masonry wall below, and one a minimum of sixty (60) inches (1524 mm) above grade.

802.4 Chain Link. Chain link fences shall not exceed one and one quarter (1¼) inch (32 mm) mesh size. The fence shall have top and bottom horizontal supports. The fence height must be a minimum of sixty (60) inches (1524 mm) and shall be constructed of not less than 11 gauge wire.

803.0 Gates or Doors. All gates or doors eight (8) feet (2.4 m) in width or less shall meet the following requirements:

(1) Gates and doors shall be self-closing and self-latching.

(2) Gates shall open outward from the enclosed pool area.

803.1 Latching Devices. The self-latching devices of gates or doors shall be one of the following:

(1) A device that is an ASTM F-1908-08 approved latching device. It shall be installed per the manufacturer's installation instructions.

(2) A device mounted inside the enclosed area and be designed to be inoperable from outside the enclosed area. Manual catch latch devices shall not be less than three (3) inches (76 mm) or more than six (6) inches (152.4 mm) below the top of the door or gate. It shall be inaccessible from outside the enclosed area for a distance of twenty (20) inches (508 mm) in all directions from the latch except that an opening not greater than one-quarter (1/4) inch (6 mm) diameter shall be permitted. This protection is not required to extend above the top of the gate.

(3) Keyed lockset devices shall be mounted at a minimum of forty-two (42) inches (1067 mm) above grade.

803.2 No other device shall impede operation or obstruct closing of self-latching device.

803.3 Large Access Barrier Gates. Access barrier gates, greater than eight (8) feet (2.4 m) in width, shall be equipped with protected self-latching, lockable hardware and shall remain locked at all times when not in use.

Exception: Electronic remote latches without manual devices and panic hardware where required shall not be subject to height restrictions.

803.4 Single Access Gates. Single access gates or doors integral to perimeter fences shall comply with the requirements of Section 802.0 and shall have latching devices capable of keeping the door or gate securely closed and latched.

803.5 Double Gates. Double gates integral to perimeter fences shall comply with the requirements of Section 802.0 and shall be permanently locked. If double gates are used as a component of the access barrier, one gate shall be pinned and locked in the closed position and the adjoining gate must meet the requirements of Section 803.0.

803.6 Electric Operated Gates. Electric operated gates shall start to close within thirty seconds (30) of entry.

803.7 Key Operated Devices. Key-operated, self-latching locks that are integral to the gate or door may be used as latching devices, as long as they are permanently locked from the outside and comply with the above installation requirements.

804.0 Secondary Access Barrier Requirement. An additional barrier that isolates all openings in the dwelling unit from the pool or spa shall be erected. The barrier shall be a minimum of forty-eight (48) inches (1219 mm) in height and shall not allow the passage of a sphere four (4) inches (102 mm) in diameter. All gates shall be self-closing and latching at the top of the barrier. No other device shall impede operation or obstruct the closing of self-latching gate.

Exception 1: Self-closing and self-latching devices installed on all openings in dwelling unit that provide direct access to the pool or spa. Openings to include doors; operable windows with a sill height of forty-eight (48) inches (1219 mm) or less; and pet doors allowing the passage of a sphere of four (4) inches (102 mm) in diameter.

Exception 2: An alarm installed on all openings in dwelling unit that provide direct access to the pool or spa. Openings to include doors; operable windows with a sill height of forty-eight (48) inches or less; and pet doors allowing the passage of a sphere of four (4) inches (102 mm) in diameter. The alarm shall be listed to meet UL Standard 2017 for Residential Water Hazard Entrance Alarms. The alarm shall sound continuously for a minimum of thirty (30) seconds within seven (7) seconds after the door is opened, and be a minimum of capable of providing 85 dB when measured indoors at ten (10) feet (3.05 m) (10'). The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means, such as a touch pad or switch, to temporarily deactivate the alarm for a single opening. The deactivation switch shall be located at least fifty-four (54) inches (1372 mm) (54") above the threshold of the door.

Exception 3: A laser or light beam activation alarm installed that provides an active beam barrier across the access to the pool from the dwelling unit or installed around the entire perimeter of the pool. The laser or light beam must have an adjustable height capability and sound an alarm of at least eighty-five (85) dB both inside and outside of the home when the beam is crossed. The alarm must automatically reset after alarming. The alarm shall meet ASTM's Provisional Standard Specifications for Pool Alarms (PS 128-01) and be listed.

Exception 4: Power safety covers installed that comply with ASTM F1346-91.

Exception 5: An alternate means or method approved by the Building Official provided the degree of protection afforded is equal to or greater than that afforded by a secondary barrier.

805.0 Safety Glazing. Glazing in walls and fences within sixty (60) inches (1524 mm) or less, measured horizontally from the water's edge and less than sixty (60) inches (1524 mm) measured vertically above grade shall be considered hazardous locations. In these locations, tempered glazing, laminated glass or Plexiglas shall be used.

806.0 Barrier Timeliness. All required access barrier elements shall be installed prior to:

(1) Installation of a pre-manufactured pool or spa.

(2) The pre-plaster inspection of a conventionally constructed pool or spa.

(3) The filling of any water feature.

807.0 Surveillance Substitute. In lieu of access barriers required by this code, resort hotel facilities and therapeutic facilities used by or under the direct control of licensed medical personnel may provide a dedicated guard so that observation is maintained at all times. An alternate method may be submitted in writing and approved by the Building Official. Such submittal shall become a permanent part of the job record.

808.0 Responsible Party. The owners of the property upon which pools, spas or artificial bodies of water are located are responsible to establish and maintain access barriers. The owner or developer of land adjacent to an access barrier required by this section shall not reduce, degrade, or infringe on the access barrier's compliance with this code.

809.0 Alternate Materials or Methods: An application for alternate materials or methods must be reviewed and approved by the Building Official for any proposed access barrier which does not meet the requirements of this code. If approved by the Building Official, the owner remains responsible for establishing and maintaining such approved alternate materials or methods.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-16
(Adopts the 2009 Edition of the Southern Nevada Pool Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-16, that will adopt the 2009 Edition of the Southern Nevada Pool Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

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:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-17 – Adopts the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code. 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 adopt the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code. This version represents an updated version of the City's regulations governing amusement and transportation rides.

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. 2011-17
2. City of Las Vegas Amusement and Transportation Rides Code, 2010 Edition
3. Business Impact Statement

BILL NO. 2011-17

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE "CITY OF LAS VEGAS AMUSEMENT AND TRANSPORTATION RIDES CODE, 2010 EDITION" AS A REPLACEMENT FOR THE 1993 EDITION OF THAT DOCUMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code.

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

SECTION 1: Title 16, Chapter 48, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.48.010: That certain document entitled [~~"City of Las Vegas Amusement and Transportation Rides Code, 1993 Edition,"~~] "City of Las Vegas Amusement and Transportation Rides Code, 2010 Edition," three copies of which are on file in the Office of the City Clerk, is adopted by reference and made a part of this Code, to the same effect as if set out herein in full.

SECTION 2: That certain document entitled "City of Las Vegas Amusement and Transportation Rides Code, 1993 Edition" is hereby repealed in its entirety.

SECTION 3: That certain document referred to in Section 1 is attached to this Ordinance.

SECTION 4: This Ordinance shall become effective on July 5, 2011.

SECTION 5: 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 6: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 7: 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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 AMUSEMENT AND TRANSPORTATION RIDES CODE, 2010 EDITION

SECTION 1: **Purpose.** The purpose of this Code is to establish minimum standards for the design, construction, alteration, maintenance, operation, inspection, and issuance of ride permits/certificates for, amusement and transportation rides for use by the public. The Code is intended to protect the public safety, health and general welfare by setting certain standards for structural strength, stability, health and general welfare by setting certain standards for structural strength, stability and safety relative to life and property hazards incident to the installation, construction, maintenance, alteration, repair, removal and use of amusement and transportation rides.

SECTION 2: **Scope.** Except as otherwise provided, the provision of this Code shall apply to all amusement rides and transportation rides that are erected or installed for a period of 30 days or longer.

This Code may be referred to as the "City of Las Vegas Amusement and Transportation Rides Code, 2010 Edition" or the "Amusement and Transportation Rides Code of the City of Las Vegas, 2010 Edition."

Nothing is this Code shall be deemed to deprive any federal or state agency, or any applicable governing body having jurisdiction, or any power or authority which it had on the effective date of this Code or of any remedy for the enforcement of its orders, nor shall anything in this Code be deemed to deprive any individual or entity of its legal rights as provided by law. Nothing herein is intended to regulate means of public transportation that are already regulated by the Nevada Public Service Commission.

Nothing in this Code shall be deemed to create any additional duty on the part of the City of its officers, agents and employees toward any individual or group of individuals. The liability provisions set forth in Section 202 of the Uniform Administrative Code, as adopted by the City, shall apply to this Code and the administration and enforcement thereof.

This Code shall be considered a "technical code" whose administrative provisions are generally contained in the Uniform Administrative Code, as adopted by the City of Las Vegas, except as otherwise specifically provided herein.

SECTION 3: **Definitions.** The terms used in this Code have the meanings ascribed to them in this Section, or in the Uniform Administrative Code or other technical codes adopted by the City of Las Vegas. Terms that are not defined in accordance with the preceding sentence shall have their ordinarily accepted meanings within the context in which they are used. Webster's "Third New International Dictionary of the English Language, Unabridged, 1981 Edition," shall be deemed to provide ordinarily accepted meanings.

"**Amusement Ride**" means any ride, device, building or structure which is put to public use and is used primarily for human entertainment, enjoyment or transportation of people, whether moving or stationary, or a structure which causes a medium to be moved to transport passengers. The final determination concerning whether or not a ride, device, building or structure shall be classified as an "amusement ride" is within the discretion of the Director.

"**Amusement Park**" means a tract or area used principally as a permanent location for amusement ride, transportation rides and building and systems associated therewith.

"**Attraction**" means an interactive device that contains elements such as a moving stage, hydraulics, pneumatics, fire spectacles or other devices designed to entertain.

"**Approved Agency**" means an agency regularly engaged in providing verification reports; manufacturing inspections or testing; raw material inspection; certification or testing of completed products or components at the point of fabrication or manufacture; or inspection or testing of assembled items or components at a project location during construction or installation.

"**Department**" means the Department of Building and Safety of the City of Las Vegas.

"**Director**" means the Director of the Department or his designee.

"**Major Modification**" of a Ride means any change in either the structural or operation characteristics of the Ride which will alter its performance from that specified in the manufacturer's design criteria.

"**Minor Modification**" of a Ride means any change that does not alter the structural or operation characteristics of the Ride no change its performance from that specified in the manufacturer's design criteria.

"**Operations and Maintenance Manual(s)**" means one or more manuals, written in the English language and approved by the Director, which specify the procedures for the Owner/Operator to follow to ensure proper maintenance and safe operation of Rides regulated by this Code.

"**Owner/Operator**" means the owner, operator and/or lessee of a Ride, and includes a person who has custody or control of the Ride.

"**Prohibited Use Notice**" means a formal written notice issued by the Department indicating noncompliance with the requirements of certification, installation, inspection, operation or any other requirement of this Code and further indicating that the Ride may not be operated for other than inspection or testing.

"**Qualified Individual**" means a designated representative of the Owner/Operator of a Ride who is technically qualified and is accountable to the Owner/Operator for the maintenance of a Ride.

"**Ride**" means an Amusement Ride or Transportation Ride.

"**Ride Operation Certificate**" means a certificate issued by the Department on an annual basis certifying that a Ride has been inspected and found to be in compliance with the manufacturer's requirements for operation and maintenance, the approved Operations and Maintenance Manual(S) and all other requirements of this Code.

"**Ride Permit**" means a permit issued by the Department authorizing construction and installation of a Ride. At the Director's option, the permit may include in its scope any subsidiary permits for supporting, enclosing or affiliated buildings or structures; utility permits; or other building service equipment.

"**Serious Injury**" means an injury to a person that results in hospitalization for inpatient or outpatient treatment or both.

"**Transportation Ride**" means any moving apparatus which is primarily intended for transportation but may provide entertainment and enjoyment while moving along, around or over a fixed or restricted course. The final determination concerning whether or not an apparatus shall be classified as a "transportation ride" is within the discretion of the Director. The term does not include automobiles, trucks, buses, surface trains or other means of transportation to the extent that such inclusion would conflict with existing regulation by federal, state or local authorities.

"**Verification Report**" means certification by an Approved Agency or the Department that all inspection and testing required by the manufacturer and the approved Operations and Maintenance Manual(s) have been performed and that the ride is in compliance therewith and with the applicable provisions and all other requirements of this Code.

SECTION 4: **Other Codes.** Any installation associated with a Ride regulated by this Code shall conform to the requirements of all other technical codes enforced by the Department as they apply to that installation.

SECTION 5: **Permit and Certification Requirements.** No Ride may be constructed or installed without a valid Ride Permit, and no Ride may be operated without a valid Ride Operation Certificate. The principal and ultimate (but not exclusive) responsibility for obtaining permits and certificates belongs to the Owner/Operator.

SECTION 6: **Owner/Operator and Qualified Individual.**

(A) Owner/Operator Responsibilities. The responsibilities of an Owner/Operator include but are not limited to: ensuring that all new and existing Rides for which he is responsible, as well as the associated equipment and safeguards, are periodically inspected and properly maintained and operated in accordance with the approved Operations and Maintenance Manual(s); designating a Qualified Individual for each Ride; and determining when a Ride's use should be discontinued.

(B) Qualified Individual Responsibilities. For each Ride, the Qualified Individual shall be the designated technical representative of the Owner/Operator with respect to that Ride and shall be responsible for having full operational knowledge of the Ride and responsibility for the maintenance of the Rid at all times it is in use. The Qualified Individual may be an employee of the Owner/Operator, the manufacturer or its representative, or a contracted maintenance company or its representative. This individual is responsible for providing all reports to the City of Las Vegas as described herein.

SECTION 7: **Reporting Requirements.**

(A) Fatalities. In the case of a fatality which appears to have resulted from mechanical or structural failure of a Ride or operator error related thereto, the Owner/Operator shall immediately cause the Ride to be closed down. He shall report the incident to the Department by telephone within four (4) hours after the incident and by written report to the Director within two (2) days.

(B) Serious Injuries. The reporting requirement for serious injuries shall be the same as those for fatalities.

(C) Structural Damage. Within five (5) days after the occurrence of structural damage to a Ride, the Owner/Operator shall file with the Director a written report concerning such damage.

(D) Action upon notification. Upon notification of a fatality, serious injury, or structural damage, the Director shall determine whether the Ride shall be sealed out-of-service by a "Prohibited Use Notice" until an investigation of the site and records can be performed. The Owner/Operator shall be responsible for fully inspecting the Ride, making corrective repairs, and testing components and operations as specified in this Code and the Operation and Maintenance Manual(s). The Owner/Operator has the burden to ensure that the Ride meets all requirements for return to service prior to requesting Department inspection. In the event that a Ride is sealed out-of-service in accordance with this Subsection (D), the Department shall perform an inspection within twenty-four (24) hours or as soon thereafter as possible.

(E) Content of Reports. Any written reports shall include all pertinent facts including:

(1) Date, time, and location of incident;
(2) Name, age, and address of victim(s);
(3) Type of injury;
(4) Hospital where treated;
(5) A description of the incident;
(6) Name, address and telephone number of the Owner/Operator and the Qualified Individual; and
(7) Damage to equipment, and the Owners/Operator's expected actions to repair or take out of service.

SECTION 8: **Administrative Actions.**

(A) **Prohibited Use Notice**. Where the Director determines that a Ride is not in compliance with the requirements of this Code, the applicable technical codes, the Uniform Administrative Code, the approved Operations and Maintenance Manuals(s) or if an accident has occurred which has resulted in a fatality, injury, or Ride system damage, the Director may declare that the continued operation of the Ride is prohibited. The Prohibited Use Notice shall recite the reason(s) for the finding. Upon receipt of a Prohibited Ride Notice, the Owner/Operator and Qualified Individual immediately shall cause the operation of the Ride to discontinue.

(B) **Out of Service Seal.** Upon issuance of a Prohibited Use Notice, the Director shall cause to be affixed to the control panel, one or more Out-Of-Services Seals stating that the Rid shall not be used except for testing or inspection. In the event that the Owner/Operator does not adequately secure the Ride,, the Director may in his discretion cause one or more Out-Of-Service Seal(s) to be placed across the entrance(s) to the Ride. No Notice or Seal shall be removed except by order of the Director after the Ride has been repaired, reinspected and certified as operational.

(C) **Inspection and Certification**. Once the Owner/Operator has effected a repair of all deficiencies identified in the Prohibited Use Notice, the Owner/Operator shall notify the Department and request an inspection. The Department shall perform an inspection within twenty-four (24) hours or as soon thereafter as possible. When the deficiencies are found to be corrected and any required tests have been completed successfully, the Out-of-Service Seal(s) shall be removed.

SECTION 9: **Appeals.** The Owner/Operator may appeal orders, decisions or determinations made by the Director relative to the application or interpretation of this Code in accordance with the appeal provisions set forth in the Uniform Administrative Code as adopted by the City of Las Vegas. Unless otherwise determined by the Director, a Prohibited Use Notice and Out-Of-Service Seal which are the subject of an appeal shall remain in effect during the pendency of the appeal. Failure of the Owner/Operator to file an appeal within the deadlines prescribed by the Uniform Administrative Code shall be a waiver of subsequent administrative redress.

SECTION 10: **Adoption of Standard for Physical Information.** That certain document, , being marked and designated as the American Society for Testing and Materials (ASTM) Standard F698-94 (re-approved 2000),Standard Specification for Physical Information to be Provided for Amusement Rides and Devices, is hereby adopted by reference as part of this Code.

SECTION 11: **Adoption of Standard for Ownership and Operation**. That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F770-06a, Standard Practice for Ownership and Operation Procedures for Amusement Rides and Devices,
is hereby adopted by reference as part of this Code, but amended to include a new Section 11, reading as follows:

11.0 REQUIRED DOCUMENTS

11.1 Copies of all items identified in this standard shall be presented to the presented to the department for review and approval. All such documents shall be a part of the Ride Permit application package and are a required part of the total plan submittal package. The plans for construction may not be approved or any building permits issued until the information required herein is submitted, reviewed and approved.

11.2 Copies of the City of Las Vegas approved Operation and Maintenance Manual(s) identified in this standard shall be maintained at all times with the ride or at a location which is near the ride or device and which has been approved by the Director, his authorized agent or other concerned governmental agencies upon request during normal operating hours.

11.3 A copy of the emergency procedure shall be filed with the department to meet the intent of the standard included herein.

11.4 The owner/operator shall retain quality assurance documentation, such as material certification test reports, inspection records and reports for the life of the ride while under his/her control. Upon sale or other transfer of the ride, the Owner/Operator shall transfer these quality assurance documents to the new Owner/Operator.

SECTION 12**:** **Adoption of the Standard for Testing Performance** That certain document, being marked and designated as the American Society of Testing and Materials (ASTM) Standard F846-92 (re-approved 1998), Standard Guide for Testing Performance of Amusement Rides and Devices, is hereby adopted by reference as part of this Code, but amended to add to Section 7, Paragraph 7.1, reading as follows:

The manufacturer of the ride shall develop specific operational tests along with minimum intervals for these tests to be performed that will allow the owner/operator of the ride to determine whether a given ride is operating within prescribed operating limits. Testing as prescribed by the manufacturer shall be performed or observed by a third party testing agency approved by the department for intital installation and subsequent testing. When required by the approved Operations and Maintenance Manual(s), the owner/operator shall cause an approved third-party agency to perform or observe testing and/or inspection.

SECTION 13**:** **Adoption of Standard for Maintenance**. That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F853-05, Standard Practice for Maintenance Procedures for Amusement Rides and Devices, is hereby adopted by reference as a part of this Code, but with the following amendments:

Section 4, Paragraph 4.1, Subparagraph 4.1.14 is amended by adding a new sentence to read as follows:

"The Owner/Operator shall provide the department, upon request, maintenance bulletins or similar documents, published by the manufacturer of the amusement ride after its initial installation."

Section 4, Paragraph 4.1, Subparagraph 4.1.4 is amended to read as follows:

4.1.4 A formal written daily log form must be completed and signed by the person performing maintenance prior to each day's operation, identifying each required maintenance and inspection item and attesting that the required maintenance procedures have been performed. A copy of the daily and other log forms required by the approved Operations and Maintenance Manual shall be maintained by the Owner/Operator as long as the ride is under the control of the Owner/Operator. All records shall be available for inspection upon request by the department and any of its assigned inspectors during working hours. All records and maintenance logs created subsequent to the date of the last annual department inspection shall be maintained on-site.

Section 4, Paragraph 4.1 is amended to add a new Subparagraph 4.1.15, reading as follows:

4.1.15 Any additional recommendation of the Owner/Operator, manufacturer or the Department of Building and Safety of the City of Las Vegas.

SECTION 14: **Adoption of Standard for Inspection.** That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F893-05a, Standard Guide for Inspection of Amusement Rides and Devices, is hereby adopted by reference as a part of this Code, but with the following amendments:

Section 5, Paragraph 5.1, Subparagraph 5.1.1 is amended by the addition of two new sentences to read as follows:

A copy of the manufacturer's written quality assurance program shall be submitted for review and approval at the time a Ride Permit application is submitted. The director may also require that the quality assurance program be amended and brought into conformance with the adopted and published technical guidelines or other requirements of the City of Las Vegas prior to the approval of any amusement ride.

Section 5, Paragraph 5.1, Subparagraph 5.1.3.1 is amended to read as follows:

5.1.3.1 When changes in the procedures prescribed in Paragraph 5.1.3 are deemed essential by the manufacturer because of information not available to the manufacturer at the time of delivery, those changes shall be communicated in writing to the Owner/Operator and to the department.

Section 5, Paragraph 5.1, Subparagraph 5.1.5 is amended by adding a new sentence to read as follows:

The Owner/Operator shall provide the findings to the department when requested.

SECTION 15: **Adoption of Standard for Design and Manufacture.** That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F1159-02, Standard Practice for The Design and Manufacture of Amusement Rides and Devices is hereby adopted by reference as a part of this Code, but with the following amendments:

Section 1 is amended by adding a new Paragraph 1.3, reading as follows:

1.3 The application of this standard to systems or devices that involve hazardous materials, operations or equipment shall not affect or diminish the application or enforcement of the applicable requirements of the Fire Code or the International Building Code, including Chapter 9 thereof.

Section 4, Paragraph 4.1 is amended by adding a new Subparagraph 4.1.3, reading as follows:

4.1.3 Engineering analysis of primary structural, engineering and mechanical components.

Section 4 is amended by adding a new Paragraph 4.4 and a new Paragraph 4.5, reading as follows:

4.4 Engineering Review. When the ride is not designed by a Nevada-registered engineer or architect, the plans specifications, and calculations shall be reviewed by an engineer registered in Nevada to verify that the design is in conformance with this Code and other applicable standards.

4.5 Equivalency Review. Other demonstration of adequacy of design such as testing, product listing or any other appropriate documentation may be required or accepted by the director in lieu of engineering design or calculations.

SECTION 16: **Adoption of Standard for Quality Manufacture and Construction of Amusement Rides and Devices and Quality Assurance Program.** That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F1193-06, Standard Practice for Quality, Manufacture and Construction of Amusement Ride and Devices, is hereby adopted by reference as a part of this Code. It is the intent of the director that ride manufacturers shall maintain a quality assurance program that is satisfactorily equivalent to the Uniform Administrative Code, Section 306.6, entitled "Approved Fabricators." Documentation that the manufacturer meets this standard shall be furnished to the department at the time application for a Ride Permit is made.

SECTION 17: **Adoption of Standard for the Classification of Amusement Ride and Device Related Injuries and Illnesses.** That certain document being marked and designated as the American Society for Testing and Materials (ASTM) Standard F1305-94 (Re-approved 2002), is hereby adopted with the following amendments:

Sections 2.1.1, 2.1.3, 3, 4.2 and 5 are not adopted.

Section 2.1.4 is modified to add the following sentences:

Simple Fractures – A simple fracture of any bone shall be reported as a serious injury. Toxic inhalation shall be considered a serious injury.

Section 4 is amended to add the following:

4.3.1.9 Damage to equipment, and the Owner/Operator's expected actions to repair or take out of service

4.4 It shall be the responsibility of the Owner/Operator to maintain all reports specified by this standard.

SECTION 18: **Adoption of Standard for Used Rides.** That certain document, ~~three copies of which are on file in the Office of the City Clerk, said copies~~ being marked and designated as the American Society for Testing and Materials (ASTM) Standard F1950-99, Standard Specification for Physical Information to be transferred With Used Amusement Ride and Devices, is hereby adopted by reference as a part of this Code.

SECTION 19: **Adoption of Standard for Concession Go-Karts.** That certain document being marked and designated as the American Society for Testing and Materials (ASTM) Standard, F2007-07. Standard Practice for the Classification, Design, Manufacture, and Operation of Concession Go-Karts and Facilities, is hereby adopted by reference as part of this Code

SECTION 20. **Adoption of Standard for Measuring the Dynamic Characteristics of Amusement Rides and Devices.** That certain document being marked and designated as the American Society for Testing and Materials (ASTM) Standard, F2137-01 Standard Practice for Measuring the Dynamic Characteristics of Amusement Rides and Devices, is hereby adopted by reference as a part of this Code

SECTION 21. **Adoption of Standard for Design of Amusement Rides and Devices.** That certain document being marked and designated as the American Society for Testing and Materials (ASTM) Standard, F2291-05, Standard Practice for Design of Amusement Ride and Devices is hereby adopted by reference as a part of this Code

Section 1 Scope is amended by the addition of new Section 1.6.

1.6 This standard may involve hazardous materials, operations and equipment. Where such substances or operations are involved, the requirements of International Building Code Section 307 and other appropriate sections of the International Building Code and Fire Code shall apply.

A new paragraph 5.1.1.4 is added to read as follows:

5.1.1.4 Passenger Evacuation – The ride analysis shall address passenger evacuation and shall provide an egress platform, stairway, walkway, elevator, scissors lift, ladder or other acceptable means to safely evacuate passengers from all positions during an unscheduled cessation.

A new paragraph 5.5.3 is added to read as follows:

5.5.3 Engineering Review – When the Ride is not designed by a Nevada Licensed engineer, a Nevada licensed engineer shall provide or ensure the necessary expertise to review subsystem design (i.e. civil, controls, mechanical, electrical, power, structural, etc.). The Nevada licensed engineer shall ensure subsystem integration compatibility and the overall system to verify that the design is in conformance with this chapter and other applicable standards. A report prepared by and stamped with the seal of the Nevada licensed engineer describing the review process shall be included with the submittal. Other proof of adequacy of design such as testing, product listing or any other appropriate documentation may be required or accepted by the Director in lieu of engineering design or calculations.

A new sentence is added to Paragraph 6.3.1 of ASTM 2291-05 to read as follows:

6.3.1 A rider restraint system, individually adjustable to the girth of the rider, may be required by the Director, based on a review of the unique operating characteristics of each particular Ride The Director may require the use of two independent restraints.

Add a new section 11.3.1.6 to ASTM 2291-05 to read as follows:

11.3.1.6 Ride Control System Review

11.3.1.6.1 The Ride control system shall be reviewed by an engineer registered in the state of Nevada or an agency acceptable to the department.

11.3.1.6.2 The analysis and conclusions of the review shall be provided to the department.

11.3.1.6.3 A testing program consisting of normal operation and worst case scenarios shall be developed to verify the Ride control system operates as designed. If the scenario has been designed by others, the design professional shall review the testing program.

Section 18 Unlisted or Uncertified Components is here by added and shall read as follows:

18. Unlisted or Uncertified Components. All unlisted or uncertified components shall be labeled using the appropriate standards by a Nationally recognized agency.

SECTION 22. **Adoption of Standard for Aerial Tramways, Aerial Lifts, Surface Lifts, Tows and Conveyors – Safety Requirements**. That certain document being marked and designated as the American National Standards Institute (ANSI) Standard B77.1-2006, American National Standard for Passenger Ropeways – Aerial Tramways, Aerial Lifts, Surface Lifts, Tows and Conveyors – Safety Requirements, is hereby adopted.

SECTION 23. **Adoption of Standards for Funiculars**. That certain document being marked and designated as the American National Standards Institute (ANSI) Standard B77.2-2004, American National Standard for Funiculars – Safety Requirements, is hereby adopted.

SECTION 24. **Adoption of Standard for Fixed Guideway Transit Systems**.

That certain document being marked and designated as the National Fire Protection Association, Inc., NFPA 130-2007, Standard for Fixed Guideway Transit and Passenger Rail systems is hereby adopted.

SECTION 25. **Adoption of Standard for Automated People Movers. (Part 1)** That certain document being marked and designated as the American Society of Civil Engineers, ASCE 21-05, Automated People Mover Standards – Part 1 (Operating Environment, Safety Requirements, System Dependability, Automatic Train Control (ATC), and Audio Visual Communications), is hereby adopted.

SECTION 26. **Adoption of Standard for Automated People Movers. (Part 2)**

That certain document being marked and designated as the American Society of Civil Engineers, ASCE 21-98, **Automated People Mover Standards – Part 2** (Vehicles, Propulsion and Braking), is hereby adopted.

SECTION 27. **Adoption of Standard for Automated People Movers. (Part 3)** That certain document being marked and designated as the American Society of Civil Engineers, ASCE 21-00, Adopted People Mover Standards – Part 3 (Electrical, Stations, and Guideways), is hereby adopted.

SECTION 28. **Adoption of Standard for Bungy Jumping**. That certain document being marked and designated as the Australian/New Zealand Standard, AS/NZS 5848:2000, Code of Practice for Bungy Jumping, is hereby adopted with the following amendment:

Add a new section 114.7.2(h) to read as follows:

(h) When the exposure to daylight exceeds 250 hours.

SECTION 29. **Adoption of Standard for Flame Effects**. That certain document being marked and designated as the National Fire Protection Agency (NFPA) 160, Standard for Flame Effects before an Audience, 2006 Edition is hereby adopted.

SECTION 30. **Requirements for an attraction**. Devices classified as an attraction must obtain all appropriate permits and inspections required for installation. In addition, an attraction must demonstrate the following:

1. In the event of a fire alarm or signal, the attraction must stop all confusing sounds and show elements and reset to its original load/unload position.

2. Exits must be illuminated and visible. Additional exit signs and directional markings may be required.

3. Lighting shall be restored to a level equivalent to the building requirements prior to the attraction being run.

4. Attractions must be built of materials and comply with material specifications appropriate to the building where the attraction is placed.

5. Attractions shall demonstrate compliance with codes and manufacturer's specifications and obtain all permits and inspections prior to public operation.

SECTION 31: **Rides, Structures, or Transportation Devices with Insufficient Data or Built to Other Standards.** When information on a Ride, structure or transportation devices is insufficient to meet the standards of this Code, or the Ride was built to other standards, the Owner/Operator or Qualified Individual shall provide such information as the director determines to be appropriate. Such information shall conform to the intent of this Code and shall include engineering analysis and calculations, testing programs, and inspections of the Ride, structure or transportation device, as appropriate. When the Owner/Operator possesses or can obtain one or more published standards under which the Ride was designed and built, the Owner/Operator shall submit the standard(s) along with the design, calculations, testing and inspection data for review in accordance with Sections 105, 106 and 107 of the Uniform Administrative Code. The Department shall determine whether and to what extent equivalency exists.

SECTION 32: **Violations**

A. It is unlawful for a person to construct or allow to be constructed, or to operate or allow to be operated any Ride:

1. Without a valid Ride Permit issued pursuant to this Code;

2. Without a valid Ride Operation Certificate issued pursuant to this Code;

3. In violation of an Out-of-Service Seal or Prohibited Use Notice;

4. In violation of the safety requirements of this Code.

B. It is unlawful for a person to fail to perform any act required by this Code or to perform any act which is prohibited by this Code.

SECTION 33: Fees. Fees applicable to this Code shall be set forth in the Uniform Administrative Code, as adopted by the City of Las Vegas.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-17
(Adopts the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-17, that will adopt the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

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:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2011

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.: **74.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

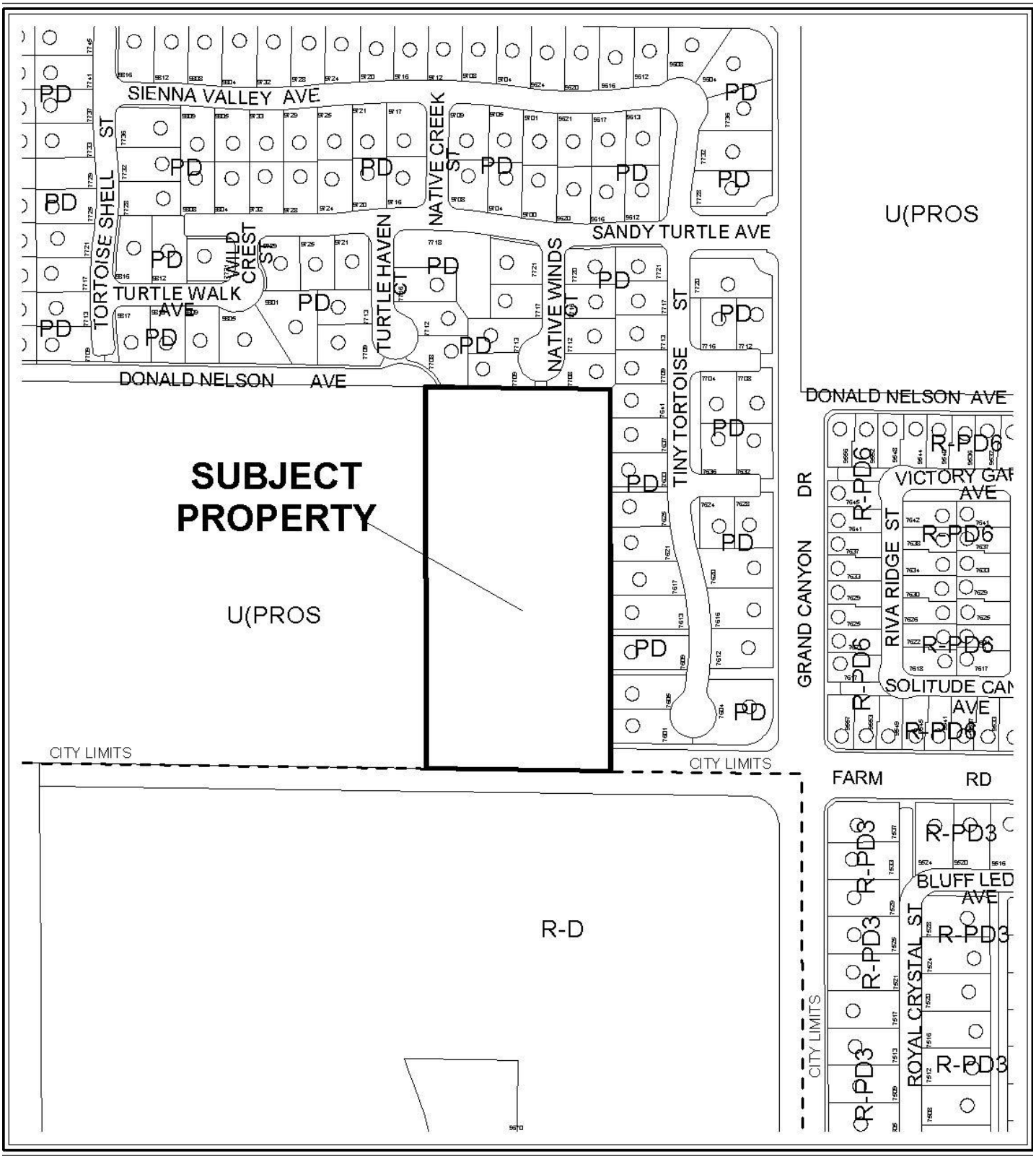
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40654 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: WAGNER HOMES, INC. - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-5490) FOR A 21-LOT SINGLE-FAMILY DEVELOPMENT on 5.0 acres at the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008), PD (Planned Development) 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.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-5490
5. Justification Letter



CASE: **EOT-40654**

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) ZONE



CASE: **EOT-40654**

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) ZONE

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: WAGNER HOMES, INC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40654	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40654 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-5490) shall expire on January 5, 2013 unless another extension of time request is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-5490) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land with previous approval for a Site Development Plan Review (SDR-5490) for a 21-lot single family development on 5.0 acres at the northeast corner of Farm Road and Jensen Street. Since the approval of the Site Development Plan Review (SDR-5490) in January 2005, there have not been any building permits issued, nor have plans been submitted for the proposed use. The applicant received approval for a Tentative Map (TMP-25708) for the 21-lot subdivision on 01/10/08, but it has since expired. The applicant is requesting a four-year Extension of Time to allow the housing market to recover; staff is recommending two-years.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/02/03	The City Council approved a request for a Major Modification to the Grand Teton Village Master Plan (MOD-1730) to revise the standards regarding landscaping, trails, setbacks, parking and open space on 160 acres adjacent to the south side of Grand Teton Drive between Hualapai Way and Grand Canyon Drive. The Planning Commission and staff recommended approval.
08/18/04	The City Council approved a request for an Annexation (ANX-4437) an area consisting of approximately 5,147 acres generally located on the north side of Farm Road, 330 feet west of Grand Canyon Drive. The Planning Commission and staff recommended approval. The Annexation became effective on 08/27/04.
01/05/05	The City Council approved a request for Rezoning (ZON-5488) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) on 5.0 acres adjacent to the northeast corner of Farm Road and Jensen Street. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Waiver to Title 18.12.160 (WVR-5603) to allow approximately 180 feet between street intersections where 220 feet is the minimum distance separation required.
	The City Council approved a related request for a Site Development Plan Review (SDR-5490) for a 21-lot single-family development.
07/20/05	The City Council approved a request for a Petition to vacate U.S. Government Patent Easements (VAC-6646) generally located west of Grand Canyon Drive, north of Farm Road. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/03/05	The Planning Commission approved a request for a Tentative Map (TMP-6603) for a 21-lot single-family residential development on 5.15 acres adjacent to the northeast corner of Jensen Street and Farm Road. Staff recommended approval.
02/07/07	The City Council approved a request for an Extension of Time (EOT-18957) of a previously approved Site Development Plan Review (SDR-5490) for a 21-lot single-family development on 5.0 acres adjacent to the northeast corner of Farm Road and Jensen Street. Staff recommended approval.
04/02/07	The Planning and Development Department and Department of Public Works approved a request for a Final Map Technical Review (FMP-20337) for 'Farm/Jensen'. The map was not recorded.
05/02/07	The City Council approved a request for an Extension of Time (EOT-18956) of a previously approved Rezoning (ZON-5488) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) on 5.0 acres adjacent to the northeast corner of Farm Road and Jensen Street. Staff recommended approval.
01/10/08	The Planning Commission approved a request for a Tentative Map (TMP-25708) for a 21-lot single-family residential subdivision on 5.15 acres adjacent to the north side of Farm Road, approximately 330 feet west of Grand Canyon Drive. Staff recommended approval.
02/04/09	The City Council approved a request for an Extension of Time (EOT-32755) of a previously approved Rezoning (ZON-5488) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) on 5.0 acres adjacent to the northeast corner of Farm Road and Jensen Street. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-32754) of a previously approved Site Development Plan Review (SDR-5490) that allowed a 21-lot single family residential development.

Most Recent Change of Ownership	
03/29/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the intended use.

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.

Details of Application Request	
Site Area	
Gross Acres	5.0

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Single Family Development	PCD (Planned Community Development)	PD (Planned Development)
North	Single Family Residences	PCD (Planned Community Development)	PD (Planned Development)
South	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	RD (Suburban Estates Residential)- Clark County
East	Single Family Residences	PCD (Planned Community Development)	PD (Planned Development)
West	Undeveloped Land	PR-OS (Parks/Recreation/Open Space)	U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan Designation]

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Grand Teton Village	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third request for an Extension of Time of a previously approved Site Development Plan Review (SDR-5490) for a 21-lot single family development on 5.0 acres at the northeast corner of Farm Road and Jensen Street. Since the approval of the Site Development Plan Review (SDR-5490) in January 2005, there have not been any building permits issued, nor have plans been submitted for the proposed use. The applicant received approval for a Tentative Map (TMP-25708) for the 21-lot subdivision on 01/10/08, but it has since expired.

FINDINGS

The Site Development Plan Review (SDR-5490) has not met Title 19.18.050 requirements to exercise the entitlement as no building permits have been issued for the principal structure on site. There has not been any new development or changes in land use in the surrounding areas. The applicant is requesting a four-year Extension of Time to allow the housing market to recover and to process their final maps to recordation. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-5490) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40654** APN: 125-18-201-008

Name of Property Owner: Wagner Homes, Inc.

Name of Applicant: Wagner Homes, Inc.

Name of Representative: Paul Wagner

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: _____

RECEIVED
JAN 07 2011
City of Las Vegas

Print Name: Paul Wagner

Subscribed and sworn before me

This 7th day of January, 2011

Jami A. Lunde
Notary Public in and for said County and State

JAMI A. LUNDE
Notary Public, State of Nevada
Appointment No. 07-1636-1
My Appt. Expires Feb 19, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for Site Development Review (SDR-5490)

Project Address (Location) Farm Road and Jensen Street

Project Name Farm/Jensen **Proposed Use** _____

Assessor's Parcel #(s) 125-18-201-008 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing U(PCD) proposed PD

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.00 **Lots/Units** 21/4 **Density** _____

Additional Information ZON-5488, WVR-5603

PROPERTY OWNER Wagner Homes, Inc. **Contact** Paul Wagner

Address 6985 W. Sahara Ave, Ste 201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas, NV. 89117 **State** NV. **Zip** 89117

E-mail Address nhg.paul@yahoo.com

APPLICANT Wagner Homes, Inc. **Contact** Paul Wagner

Address 6985 W. Sahara Ave, Ste 201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV. **Zip** 89117

E-mail Address nhg.paul@yahoo.com

REPRESENTATIVE Wagner Homes, Inc. **Contact** Paul Wagner

Address 6985 W. Sahara Ave., Ste 201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

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 Paul Wagner

Subscribed and sworn before me

This 7th day of January, 20 11.

Jami A. Lunde

Notary Public in and for said County and State

JAMI A. LUNDE
Notary Public, State of Nevada
Appointment No. 07-1636-1
My Appt. Expires Feb 19, 2011

FOR DEPARTMENT USE ONLY

Case #	EOT-40654
Meeting Date:	3-2-11
Total Fee:	300
Date Received:*	1-7-11
Received By:	FS

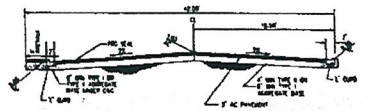
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

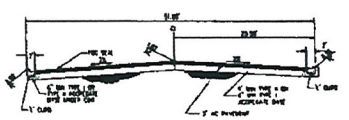
f:\depot\Application Packet\Application Form.pdf

FARM / GRAND CANYON





42' PRIVATE STREET SECTION (INTERIOR)
NOT TO SCALE



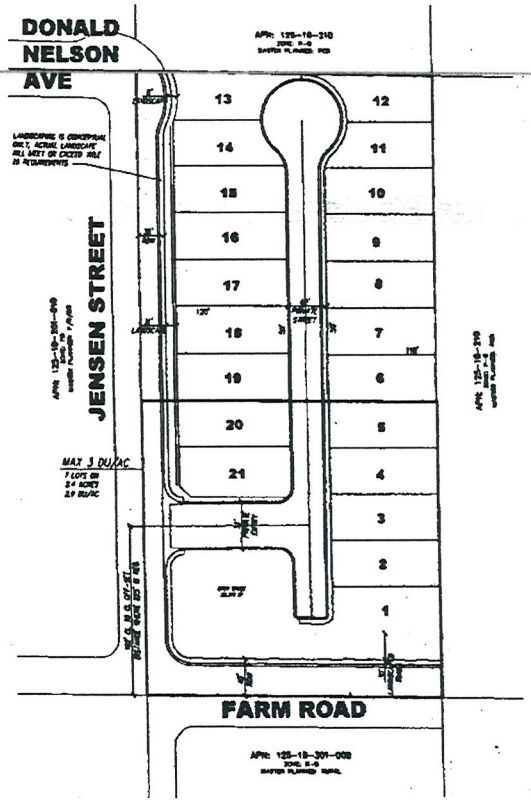
61' PRIVATE ENTRY
NOT TO SCALE

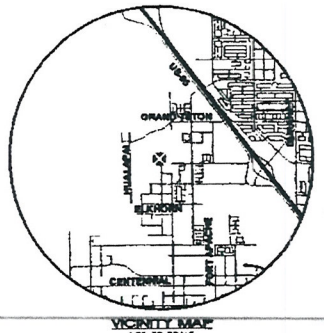


60' PUBLIC STREET HALF-SECTION (JENSEN STREET)
NOT TO SCALE

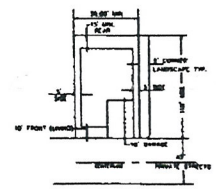


80' PUBLIC STREET HALF-SECTION (FARM ROAD)
NOT TO SCALE

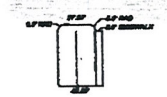




VICINITY MAP
NOT TO SCALE



LOT DETAIL
(TYPICAL SETBACKS)
NOT TO SCALE
(MINIMUM LOT SIZE 5,900 SQ. FT. +)



TYPICAL 42' STUB
(NOT GREATER THAN 150 IN LENGTH)

DEVELOPER
ALL INVESTMENT LLC
6370 W. FLAMINGO RD. #40
LAS VEGAS, NEVADA 89103

OWNER
LAWRENCE LERMUSIAUX FAMILY TRUST
6240 DUNEVILLE
LAS VEGAS, NEVADA 89118

ASSESSORS PARCEL NUMBER:
125-18-301-008

OVERALL TABULATIONS

EXISTING ZONING	U(PCD)
PROPOSED ZONING	P-D
EXISTING LAND USE	SFR
# OF UNITS	21
GROSS ACREAGE	4.98 ACRES +/-
OVERALL DENSITY	4.2 DUA
OPEN SPACE REQUIRED	6,534 SF
OPEN SPACE PROVIDED	20,319 SF

NOTES

1. THERE ARE NO EXISTING STRUCTURES LOCATED ON THIS SITE
2. ALL ROWS ARE 42' PRIVATELY MAINTAINED ROW'S.
3. THE BOUNDARY SHOWN HEREON IS FROM RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT THE RESULTS OF AN ACTUAL BOUNDARY SURVEY.
4. THIS PLAN IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSUMED.
5. THE PARKING ANALYSIS REQUIREMENTS WILL BE MET BY TWO CAR GARAGES AND AVAILABLE ON-STREET PARKING.
6. THERE ARE NO KNOWN FAULTS OR FISSURES LOCATED ON-SITE.
7. AT THIS TIME CC&R'S ARE NOT ANTICIPATED FOR THIS DEVELOPMENT.
8. LANDSCAPE EASEMENT AREAS TO BE MAINTAINED BY THE LMA OR HOA.
9. DOUBLE FRONTAGE LOTS ALONG PARADISE WILL ONLY HAVE ACCESS TO INTERIOR PRIVATE STREETS.
10. THIS SITE IS NOT A PART OF A MASTER PLAN DEVELOPMENT.
11. LANDSCAPING IS CONCEPTUAL ONLY. ACTUAL LANDSCAPE WILL MEET OR EXCEED TITLE 30 REQUIREMENTS.

NOTE: THIS PLAN WAS PREPARED USING RECORD INFORMATION. IT IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSUMED

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City of Las Vegas

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NOV 09 2004

DEVELOPER: ALL INVESTMENTS, LLC
6370 W. FLAMINGO ROAD # 40
LAS VEGAS, NEVADA 89103

VICINITY: RS CONSULTING, INC.
STRATEGIC PLANNING SOLUTIONS
7000 Stadium Avenue Las Vegas, NV 89129 Office: 702.304.7701 Fax: 702.304.7702

SHEET: SITE PLAN TO ACCOMPANY SDR / ZC / WAIVER

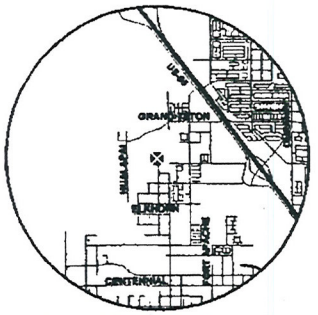
TITLE: FARM / GRAND CANYON
CITY OF LAS VEGAS, NEVADA

DATE: OCTOBER 18, 2004
DRAWN BY: B. SAYLOR
DESIGNED BY: K. SAYLOR
CHECKED BY: K. SAYLOR
SCALE: 1" = 50'
PROJECT NO. 0001
ENGINEERING SEAL
SHEET 1 OF 1
DRAWING NO.

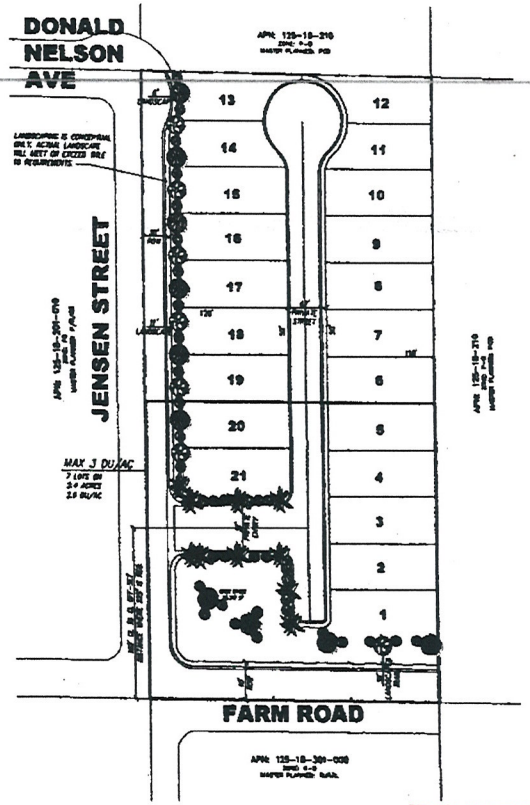
EOT-40654

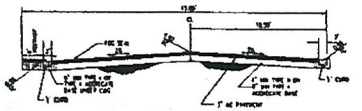
FARM / GRAND CANYON



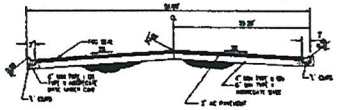


VICINITY MAP
NOT TO SCALE

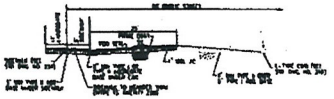




48' PRIVATE STREET SECTION (INTERIOR)
NOT TO SCALE



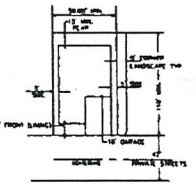
61' PRIVATE ENTRY
NOT TO SCALE



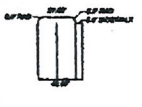
60' PUBLIC STREET HALF-SECTION (JENSEN STREET)
NOT TO SCALE



60' PUBLIC STREET HALF-SECTION (FARM ROAD)
NOT TO SCALE



LOT DETAIL
(TYPICAL SETBACKS)
NOT TO SCALE
(MINIMUM LOT SIZE 5,900 SQ. FT. +)



TYPICAL 48' STUB
(NOT GREATER THAN 150' IN LENGTH)

TREE LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY.
	CATALPA TASHKENTENSIS CATALPA	24" BOX	11
	PROSOPIS GLANDULOSA 'MAVERICK' THORNLESS TEXAS HONEY MESQUITE	15" BOX	17
	QUERCUS VIRGINIANA 'HERITAGE' HERITAGE LIVE OAK	15" BOX	17
	WASHINGTON ROBUSTA HYBRID MEXICAN FAN PALM	25' MIN	11

SUGGESTED SHRUB LIST

BOTANICAL/COMMON NAME	SIZE
ACACIA REDOLENS - CREEPING ACACIA	1 GALLON
CASSIA ARTEMISIOIDES - FEATHERY CASSIA	5 GALLON
CALLIANDRA ERIOPHYLLA - FAIRY DUSTER	5 GALLON
CONVOLVULUS CNEORUM - BUSH MORNING GLORY	5 GALLON
DALEA GREGII - INDIGO BUSH	5 GALLON
ENCELIA FARINOSA - BRITTLEBUSH	5 GALLON
HESPERALOE PARVIFLORA - RED YUCCA	5 GALLON
LANTANA MONTEVIDENSIS - TRAILING LANTANA	1 GALLON
LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE	5 GALLON
MUHLENBERGIA CAPILLARIS 'REGAL MIST' - REGAL MIST DEER GRASS	5 GALLON
ROSMARINUS OFFICINALIS - ROSEMARY	5 GALLON
SALVIA CLEVELANDII - CHAPARRAL SAGE	5 GALLON
SALVIA GREGGII - AUTUMN SAGE	5 GALLON
TECOMARIA CAPENSIS'YS	5 GALLON
VERBENA BIPOA - RIDE VERBENA	1 GALLON

NOTE: SHRUBS SHALL COVER A MINIMUM OF 30% OF D.G. AREA AT MATURITY

DEVELOPER
ALL INVESTMENT LLC
8370 W. FLAMINGO RD #40
LAS VEGAS, NEVADA 89103

OWNER
LAWRENCE LERMUSIAUX FAMILY TRUST
8240 DONEMILLE
LAS VEGAS, NEVADA 89118

ASSESSORS PARCEL NUMBER:
125-18-301-002

OVERALL TABULATIONS

EXISTING ZONING	UPC07
PROPOSED ZONING	P-D
EXISTING LAND USE	SFR
# OF UNITS	21
GROSS ACREAGE	4.98 ACRES +/-
DENSITY	4.2 DUA
OPEN SPACE REQUIRED	6,834 SF
OPEN SPACE PROVIDED	20,319 SF

NOTES
1. THERE ARE NO EXISTING STRUCTURES LOCATED ON THIS SITE
2. ALL ROWS ARE 40' PRIVATELY MAINTAINED ROWS.
3. THE BOUNDARY SHOWN HEREON IS FROM RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT THE RESULTS OF AN ACTUAL BOUNDARY SURVEY.
4. THIS PLAN IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSUMED.
5. THE PARKING ANALYSIS REQUIREMENTS WILL BE MET BY TWO CAR GARAGES AND AVAILABLE ON-STREET PARKING.
6. THERE ARE NO KNOWN FAULTS OR FISSURES LOCATED ON-SITE.
7. AT THIS TIME COOM'S ARE NOT ANTICIPATED FOR THIS DEVELOPMENT.
8. LANDSCAPE EASEMENT AREAS TO BE MAINTAINED BY THE LMA OR HOA.
9. DOUBLE FRONTAGE LOTS ALONG PARADISE WILL ONLY HAVE ACCESS TO INTERIOR PRIVATE STREETS.
10. THIS SITE IS NOT A PART OF A MASTER PLAN DEVELOPMENT.
11. LANDSCAPING IS CONCEPTUAL ONLY. ACTUAL LANDSCAPE WILL MEET OR EXCEED TITLE 19 REQUIREMENTS

NOTE: THIS PLAN WAS PREPARED USING RECORD INFORMATION. IT IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSUMED

DEVELOPER:
ALL INVESTMENTS, LLC
8370 W. FLAMINGO ROAD # 40
LAS VEGAS, NEVADA 89147

SHEET 1 OF 1

PREPARED BY:
RS CONSULTING, INC.
STRATEGIC PLANNING SOLUTIONS
7250 Dean Martin Drive Las Vegas, NV 89139 Office: 702.304.7701 Fax: 702.304.7705

SHEET: LANDSCAPE PLAN TO ACCOMPANY SDR / ZC / WAIVER

TITLE: FARM / GRAND CANYON
CITY OF LAS VEGAS, NEVADA

DATE: OCTOBER 19, 2010
DRAWN BY:
D. SHELBY
DESIGNED BY:
R. SHAW
CHECKED BY:
R. SHAW
SCALE:
1" = 60'
PROJECT NO
0001
ENGINEERING SEAL

SHEET 1 OF 1
DRAWING NO.
2001 SDR-04-0654-2010

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City of Las Vegas

EOT-40654

CIVANO

CLARK COUNTY

Model # 4016

GENERAL SPECIFICATIONS

SUMMARY OF WORK

IN THE PREPERATION OF THIS UNIT AN EFFORT HAS BEEN MADE TO SEGREGATE THE VARIOUS BRANCHES OF THE WORK UNDER HEADINGS, BY TRADES. THIS IS DONE ONLY FOR CONVENIENCE AND SHALL NOT RELIEVE THE SUBCONTRACTOR OF THE RESPONSIBILITY OF FURNISHING EVERY ITEM INDICATED OR SPECIFIED WHETHER PROPERLY SEGREGATED OR NOT.

THESE SET OF DOCUMENTS ARE PREPARED IN ACCORDANCE WITH:
2000 INTERNATIONAL RESIDENTIAL CODE
2000 UNIFORM MECHANICAL CODE WITH MODIFYING ORDINANCE 5093
2000 UNIFORM PLUMBING CODE
2002 NATIONAL ELECTRICAL CODE
1992 MODEL ENERGY WITH MODIFYING ORDINANCE 3880

	SHEET INDEX	CONSULTANTS RESPONSIBLE	
CS.0	COVER SHEET, GEN. SPEC. & INFORM.	ARCHITECTURAL:	RICHMOND AMERICAN
A1.0	FLOOR PLAN (1ST. FLOOR)		7250 West Peak, Suite 212
A1.2	FLOOR PLAN (2ND FLOOR ATTIC OPTION)		Las Vegas, Nevada 89128
A2.A	FRONT, REAR, & SIDE ELEV. - A		(702) 240-5600
A2.B	FRONT & SIDE - B / TYP. SIDE ATTIC ELEV.		(702) 240-5601 fax
A2.C	FRONT & SIDE - C / SECTION CUT		Emmett Henry
D1.0	DETAIL SHEET		
E1.0	ELECTRICAL LAYOUT (FLOORPLAN)	ELECTRICAL:	PREMIER ELECTRIC
E1.2	ELECTRICAL LAYOUT (2ND FLOOR ATTIC OPT.)		5670 S. Wynn Rd. ste. H
			Las Vegas, Nevada 89118
			(702) 568-8400
			(702) 568-8401 fax
			Eric Simmons
M1.0	MECHANICAL PLAN	MECHANICAL / PLUMBING:	COMFORT ENGINEERING
M2.0	MECHANICAL PLAN (2ND FLOOR ATTIC LOFT)		3085 Rainbow Blvd., Suite 9
P1.0	PLUMBING PLAN		Las Vegas, Nevada 89128
P2.0	PLUMBING PLAN (2ND FLOOR ATTIC LOFT)		(702) 367-0892
G1.0	ALTERNATE GAS PIPING		(702) 367-1076 fax
G2.0	ALTERNATE GAS PIPING		John Spargo
S0.2	GENERAL STRUCTURAL NOTES	STRUCTURAL:	BRENT WRIGHT CONSULTING ENGINEERS, INC.
S0.1	GENERAL STRUCTURAL NOTES		7310 Smoke Ranch Rd., Suite P
S1.1	POST-TENSION FOUNDATION		Las Vegas, Nevada 89128
S1.2	POST-TENSION FOUNDATION		(702) 233-6400
S1.3	POST-TENSION FOUNDATION (ATTIC OPTION)		(702) 233-1164 fax
S1.4	POST-TENSION FOUNDATION (ATTIC OPTION)		Brent Wright
S1.5	ROOF FRAMING (ELEV. A, B, & C)		
S1.6	FLOOR FRAMING		
S1.7	ROOF FRAMING (ATTIC OPTION)		
S1.8	PARTIAL ROOF FRAMING		
S2.1	FOUNDATION DETAILS		
S3.1	FRAMING DETAILS		
S3.2	FRAMING DETAILS		
S3.3	FRAMING DETAILS		
S3.4	FRAMING DETAILS		
S3.5	FRAMING DETAILS		

CONSTRUCTION ANALISYS
CURRENT ZONING: R-1
OCCUPANCY CLASSIFICATION: R-3/U-1
TYPE OF CONSTRUCTION: TYPE VB - NOW SPRINKLERED

NOTE:
SPECIAL INSPECTION FOR EPOXY BOLTING
DONE BY GEO TEK, SOIL ENGINEERS
6850 ESCONDIDO ST. SUITE A, LAS VEGAS, NV. 89119

ATTIC VENTILATION INFO.

ELEVATION A:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Garage Area	399	Porch	28
Divided By 150 =	1/150	Divided By 150 =	0.19
Total Requirements	1/150	Total Requirements	0.19
High (Total) Ventilation		High (Total) Ventilation	
QTY.	TYPE	AREA	QTY.	TYPE	AREA
1	2	L	6.25	1	1	O	28
2	2	O	6.25	2	-	-	-
3	8	V	6.3	3	-	-	-
TOTAL:			13.77	TOTAL:			28

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Patio - A	148	Patio - B	132
Divided By 150 =	1/150	Divided By 150 =	0.88
Total Requirements	0.99	Total Requirements	0.88
High (Total) Ventilation		High (Total) Ventilation	
QTY.	TYPE	AREA	QTY.	TYPE	AREA
1	2	V	1.4	1	2	V	1.4
2	-	-	-	2	-	-	-
3	-	-	-	3	-	-	-
TOTAL:			1.4	TOTAL:			1.4

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Patio - A	148	Patio - B	132
Divided By 150 =	1/150	Divided By 150 =	0.88
Total Requirements	0.99	Total Requirements	0.88
High (Total) Ventilation		High (Total) Ventilation	
QTY.	TYPE	AREA	QTY.	TYPE	AREA
1	2	V	1.4	1	2	V	1.4
2	-	-	-	2	-	-	-
3	-	-	-	3	-	-	-
TOTAL:			1.4	TOTAL:			1.4

ELEVATION C:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Porch	28	Porch	28
Divided By 150 =	1/150	Divided By 150 =	0.19
Total Requirements	0.19	Total Requirements	0.19
High (Total) Ventilation		High (Total) Ventilation	
QTY.	TYPE	AREA	QTY.	TYPE	AREA
1	1	N	0.150	1	1	N	0.150
2	-	-	-	2	-	-	-
3	-	-	-	3	-	-	-
TOTAL:			0.300	TOTAL:			0.300

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Patio - A	148	Patio - B	132
Divided By 150 =	1/150	Divided By 150 =	0.88
Total Requirements	0.99	Total Requirements	0.88
High (Total) Ventilation		High (Total) Ventilation	
QTY.	TYPE	AREA	QTY.	TYPE	AREA
1	2	V	1.4	1	2	V	1.4
2	-	-	-	2	-	-	-
3	-	-	-	3	-	-	-
TOTAL:			1.4	TOTAL:			1.4

ELEVATION B:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Porch	28	Porch	28
Divided By 150 =	1/150	Divided By 150 =	0.19
Total Requirements	0.19	Total Requirements	0.19
High (Total) Ventilation		High (Total) Ventilation	
QTY.	TYPE	AREA	QTY.	TYPE	AREA
1	1	L	6.94	1	1	N	0.151
1	10	V	7.9	2	-	-	-
3	-	-	-	3	-	-	-
TOTAL:			13.86	TOTAL:			0.301

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Patio - A	148	Patio - B	132
Divided By 150 =	1/150	Divided By 150 =	0.88
Total Requirements	0.99	Total Requirements	0.88
High (Total) Ventilation		High (Total) Ventilation	
QTY.	TYPE	AREA	QTY.	TYPE	AREA
1	2	V	1.4	1	2	V	1.4
2	-	-	-	2	-	-	-
3	-	-	-	3	-	-	-
TOTAL:			1.4	TOTAL:			1.4

	CONFIGURATION	Net Free Vent Area	SQ. FT.	CONFIGURATION	Net Free Vent Area
FLOOR	12" x 12"	0.329	N	24" x 24"	3.110
	12" x 18"	0.988	O	24" x 30"	3.7
	12" x 24"	1.646	P	24" x 36"	4.35
	12" x 30"	2.305	Q	24" x 42"	4.99
	12" x 36"	2.963	R	24" x 48"	5.64
	12" x 42"	3.622	S	12" HALF ROUND	0.78
	12" x 48"	4.281	T	18" HALF ROUND	1.175
	18" x 18"	1.505	U	24" HALF ROUND	1.565
	18" x 24"	2.256	V	30" HALF ROUND	1.957
	18" x 30"	3.008	W	36" HALF ROUND	2.348
	18" x 36"	3.759	X	42" HALF ROUND	2.739
	18" x 42"	4.511	Y	48" HALF ROUND	3.131
	18" x 48"	5.262	Z	60" HALF ROUND	3.913

Garage + Livable + Porch + Patio (Sq.Ft.)= Total Sq.Ft.
VENTILATION AREA FORMULA (300) or (150) = FREE VENT AREA

ALL ATTIC VENTILATION SHALL COMPLY w/ 2000 IRC SECTION R806

SQUARE FOOTAGES

1st FLOOR LIVING AREA	1925
2nd FLOOR LIVING AREA	1043
Garage Area	417
Covered Porch	28
Options Available:	
2nd FLOOR ATTIC LIVING AREA	535
Covered Patio - A	148
Covered Patio - B	132
TOTAL PLAN AREA	2968

SCHEDULE OF ADDITIONS

	SQUARE FOOTAGE	ADD SQ. FT. (IF OPTION)	COMMENTS
1	Garage	417	
2	Covered Patio - A	148	
3	Covered Patio - B	132	
4	Fireplace	11.5	
5	Attic Loft	181.25	
6	Attic Loft	181.25	
7	Attic Loft	181.25	
8	Attic Loft	181.25	

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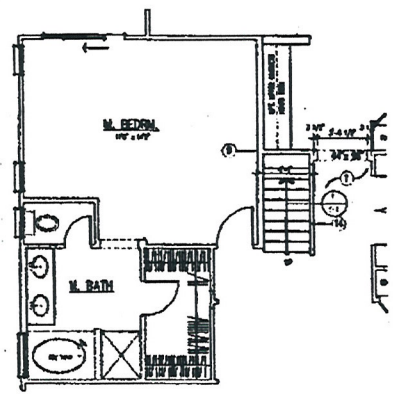
RICHMOND AMERICAN HOMES
LAS VEGAS DIVISION
7250 West Peak, Suite 212
LAS VEGAS, NV. 89128 (702) 240-5600
CLARK COUNTY HENDERSON
LAS VEGAS & NORTH LAS VEGAS

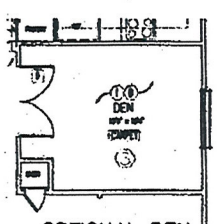
GENERAL SPECIFICATIONS, ATTIC VENTILATION INFO. & MISC. INFORMATION

N.D.H.

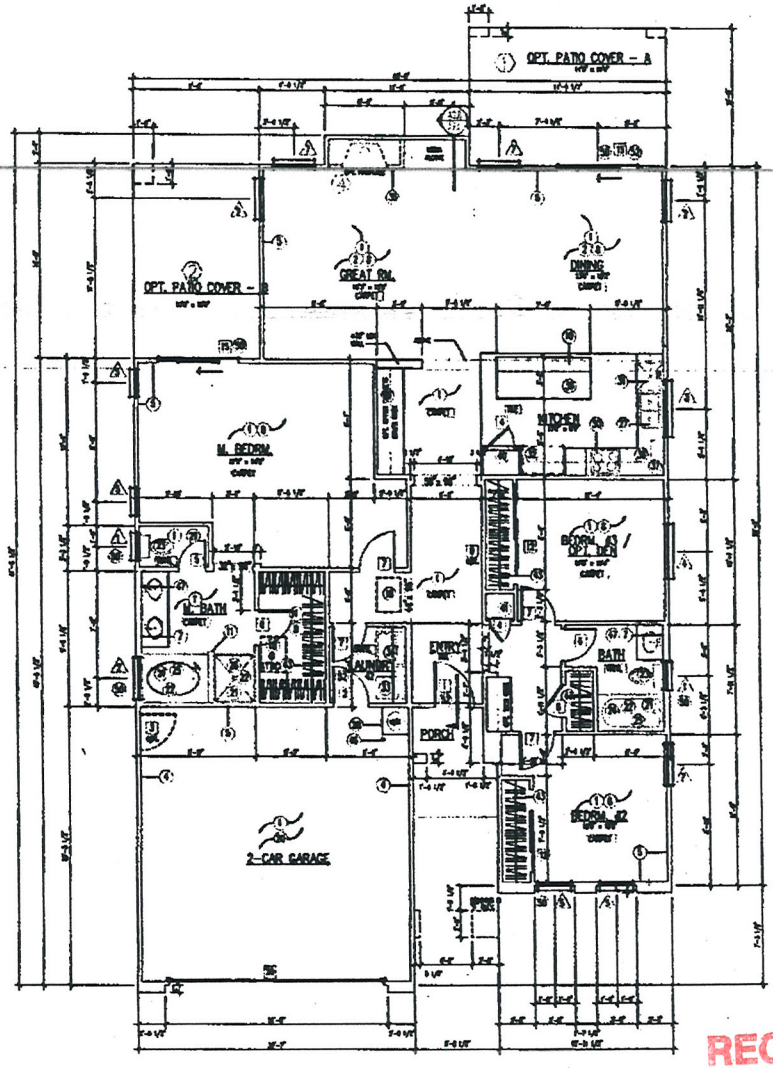
PLAN # 4016
ELEVATION CIVANO
SHEET NO. CS



RS TO OPTIONAL 2ND FLOOR ATTIC



OPTIONAL DEN
1/4" = 1'-0"



FIRST MAIN FLOOR PLAN
1/4" = 1'-0"
1600 SQ.FT.



B & C ELEVATION

EOT-40654

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City of Las Vegas

KEYNOTES

1. LUMBER SHALL BEAR APPROVED STAMP AND MEET ALL 1996 N.D.S. STANDARDS.

Framing - Drywall

Plumbing Fixtures

Appliances

Cabinets - Shelves

Foundations - Finishes - Misc.

DOOR SCHED.

A = MIN. OF 1 3/8" SOLID CORE WITH SELF CLOSER AND TIGHT FITTING THRESHOLD. ONE-HOUR FIRE-RESISTIVE MATERIAL ON GARAGE SIDE
B = SOLID CORE -
C = HOLLOW CORE
D = TEMPERED GLASS
E = TEMPERED GLASS - 1-LITE FRENCH SWING DOOR.
F = GARAGE DOOR (SEE ELEV. APPEARANCE) (SEE DETAIL C/B FOR GARAGE DOOR JAMB)

WDW. SCHED.

A = ALUMINUM FRAME, PROVIDE CLEAR GLAZING AND POSITIVE LOCKING MECHANISM.
B = SAME AS "A", TEMPERED GLASS.
C = SAME AS "A", TEMPERED GLASS BOTTOM TANK ONLY.

NOTE: THE ACTIVE PANE OF ALL WINDOWS INDICATED "-" LOCATED IN BEDROOMS SHALL HAVE A MIN. NET CLEAR OPENABLE AREA OF 3.7 SQUARE FT., A MIN. NET CLEAR OPENABLE HEIGHT OF 24", A MIN. NET CLEAR OPENABLE WIDTH OF 20", AND THE FINISHED SILL HEIGHT NOT MORE THAN 44" ABOVE FINISHED FLOOR

LIGHT AND VENTILATION REQUIREMENTS FOR ALL WINDOWS ARE TO COMPLY W/ 2000 IRC

GLASS IN HAZARDOUS AREAS AND ALL GLASS WITHIN 16 INCHES OF THE FLOOR SHALL BE SAFETY GLASS, 2000 IRC (SECTION R.308.4)

LAS VEGAS DIVISION
7250 West Peak, Suite 212
LAS VEGAS, NV. 89128 (702) 240-5600

RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

FLOOR PLAN w/ options

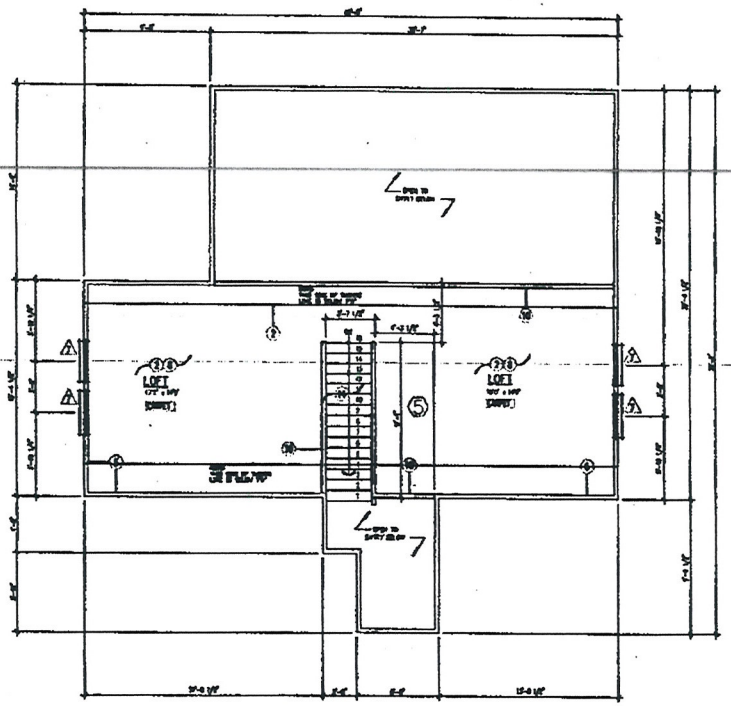
E.O.H.

4016

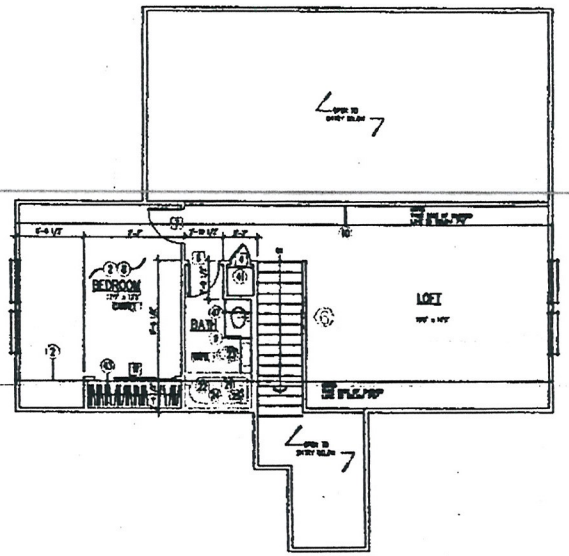
CIVANO

4016a1

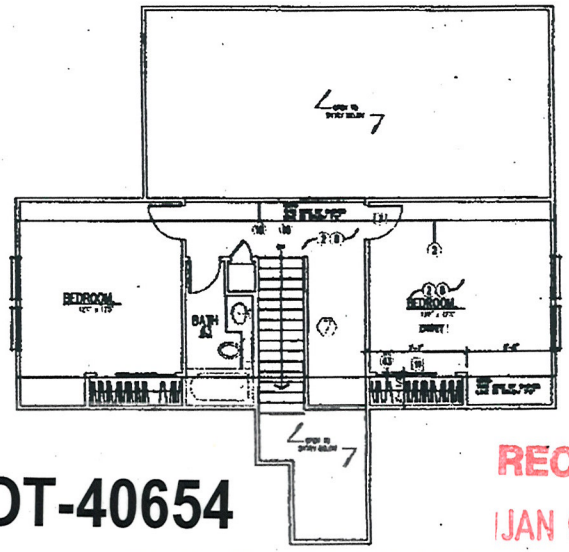
A1



OPTIONAL 2ND FLOOR ATTIC LOFT
1/4" = 1'-0"



OPTIONAL 2ND FLOOR ATTIC LOFT w/ BEDROOM
1/4" = 1'-0"



OPTIONAL 2ND FLOOR ATTIC BEDROOMS
1/4" = 1'-0"

EOT-40654

RECEIVED
JAN 07 2011
City of Las Vegas

LAS VEGAS DIVISION
7250 West Peak, Suite 212
LAS VEGAS, NV. 89128 (702) 240-5600

RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

FLOOR PLAN (ATTIC OPTION)
PLAN #1

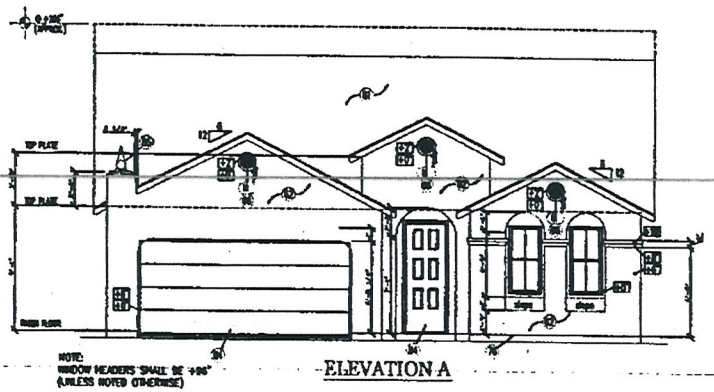
E.D.H.

4016

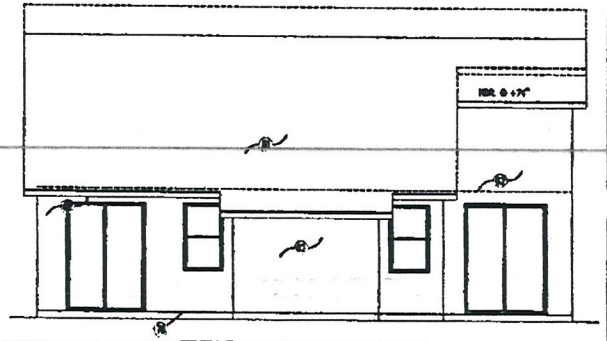
CIVANO

40161-2

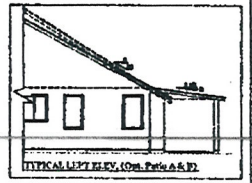
A1-2



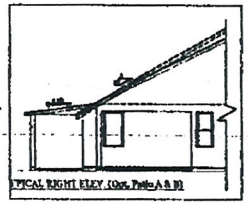
ELEVATION A



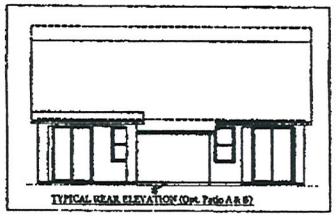
TYPICAL REAR ELEVATION



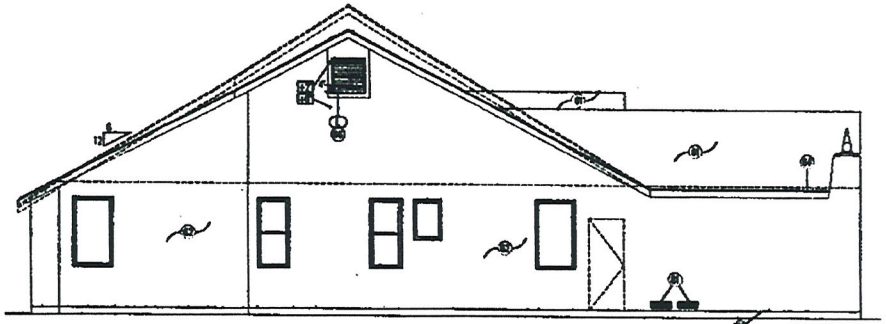
TYPICAL LEFT ELEV. (Opt. Patio A & B)



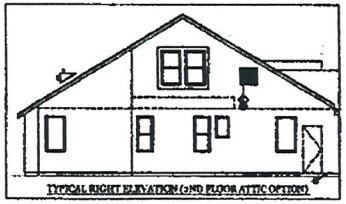
TYPICAL RIGHT ELEV. (Opt. Patio A & B)



TYPICAL REAR ELEVATION (Opt. Patio A & B)



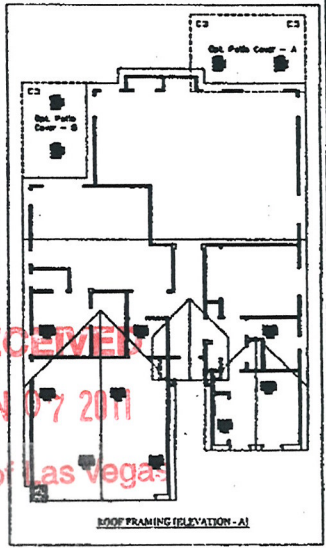
RIGHT ELEVATION A



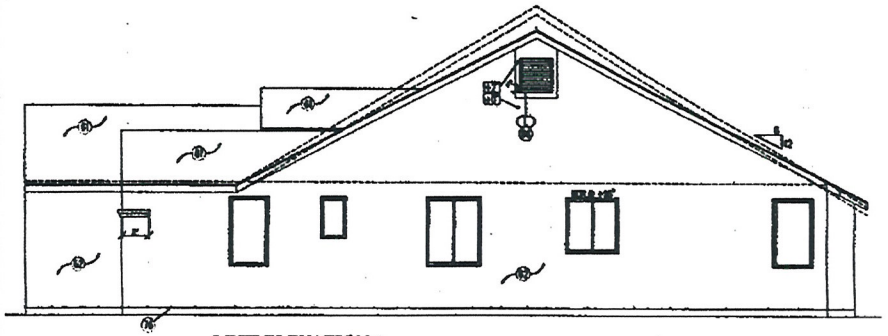
TYPICAL RIGHT ELEVATION (2ND FLOOR ATTIC OPTION)



TYPICAL LEFT ELEVATION (2ND FLOOR ATTIC OPTION)



ROOF FRAMING (ELEVATION - A)



LEFT ELEVATION A

KEYNOTES

1. FOAM APPLICATIONS SHALL COMPLY PER 2000 IRC SECTION R318
2. WINDOW HEADERS SHALL BE @ 7'-6" (UNLESS NOTED OTHERWISE)
3. SEE COVER SHEET FOR ATTIC VENTILATION CALCULATIONS
4. PLATE HEIGHT = 9'1"(1st flr) & 8'1"(2nd flr)

VENT SCHED.

1. ROOF VENTILATION SHALL COMPLY PER 2000 IRC - R806
- SEE COVER SHEET FOR INFORMATION OR REQUIRED ATTIC VENTILATION

A	16"x12"	B	12"x16"	C	14"x48"	D	14"x48"
E	16"x48"	F	16"x48"	G	16"x48"	H	16"x48"
I	24"x48"	J	24"x48"	K	24"x36"	L	24"x36"
M	30"x36"	N	30"x36"	O	6" TYP	P	6" TYP
Q	12" ROUND	R	12" ROUND	S	12" HALF ROUND	T	12" HALF ROUND
U	DIAMOND VENT	V	CLOSED TIE	W	2-2"x 2ND BLK	X	2-2"x 2ND BLK
Y	4-2"x 2ND BLK	Z	3"x22" SCREEN				

LAS VEGAS DIVISION
7250 West Peak, Suite 212
LAS VEGAS, NV. 89128 (702) 240-5600

RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS, & NORTH LAS VEGAS

ROOF FRAMING / FRONT, REAR & SIDE OF ELEVATION - A

E.D.H.
08/04/03

REV. No.	DATE
1	
2	
3	
4	
5	
6	

PLAN # 4016

CIVANO

4016a2-A

SHEET No. A2-A

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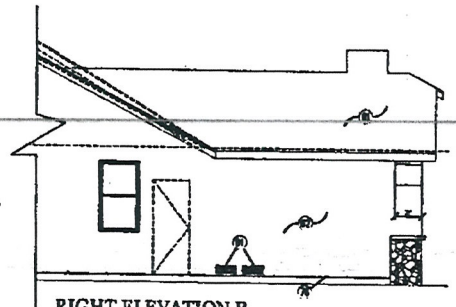
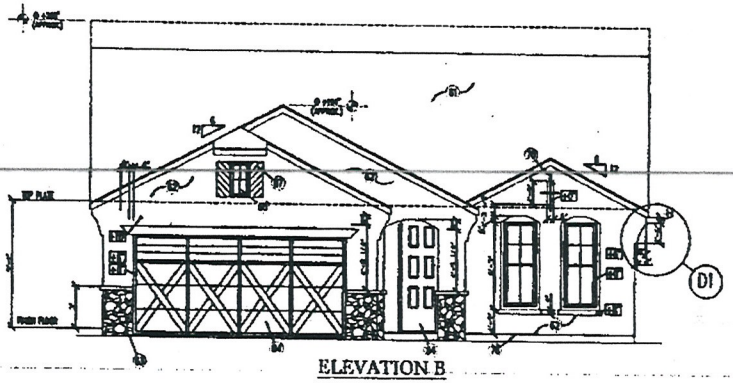
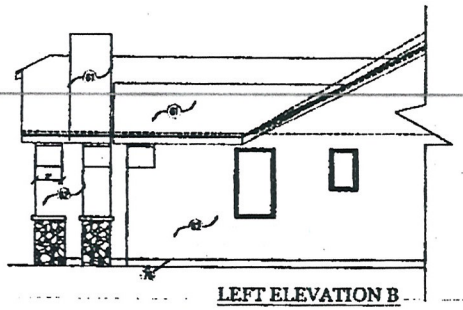


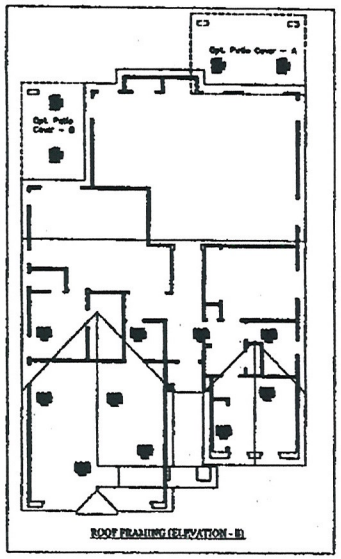
RIGHT ELEVATION B



ELEVATION B



LEFT ELEVATION B



ROOF FRAMING (ELEVATION - B)



TYPICAL RIGHT ELEVATION (2ND FLOOR ATTIC OPTION)



TYPICAL LEFT ELEVATION (2ND FLOOR ATTIC OPTION)

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CLARK COUNTY, HENDERSON,
LAS VEGAS & NORTH LAS VEGAS

ROOF FRAMING / FRONT & SIDE ELEVATION - B /
OPTIONAL ATTIC SIDE ELEVATION

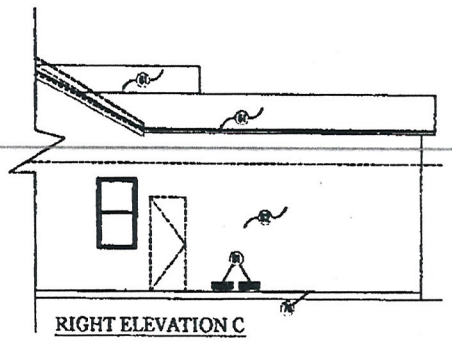
E.D.H.

PLAN # 4016

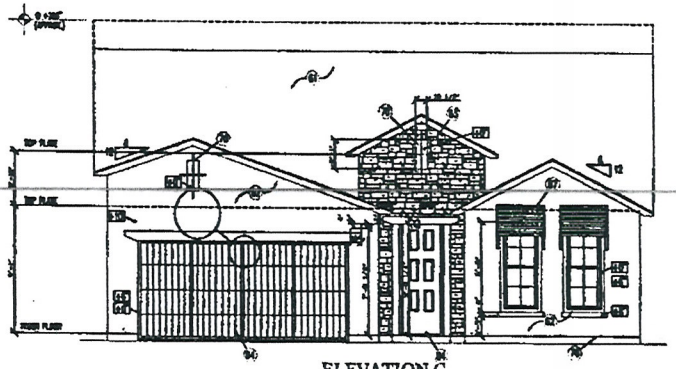
SUBDIVISION CAVANO

401642-B

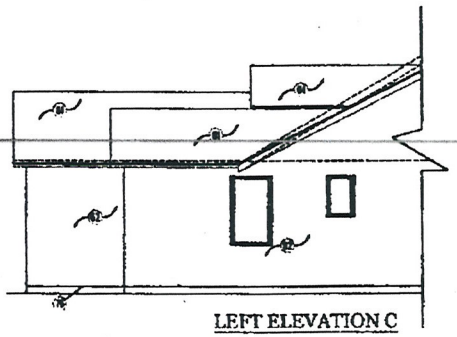
SHEET No. A2-B



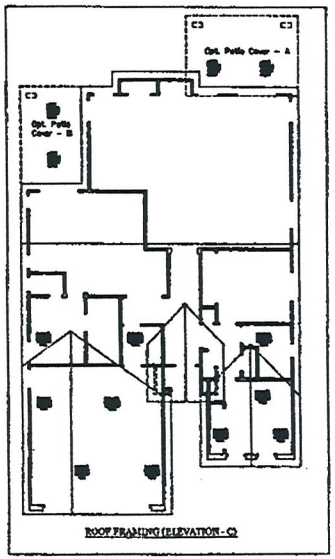
RIGHT ELEVATION C



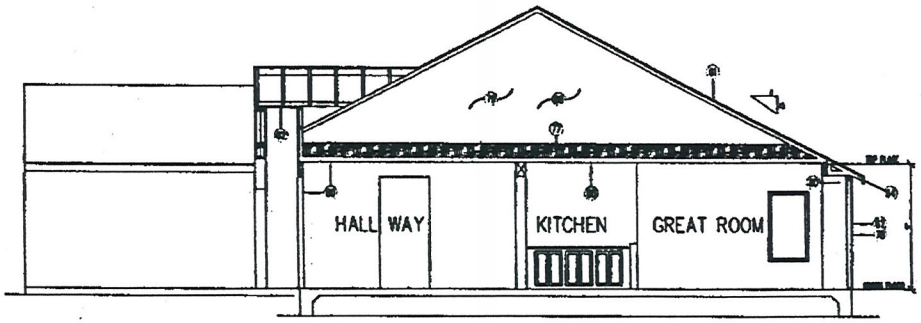
ELEVATION C



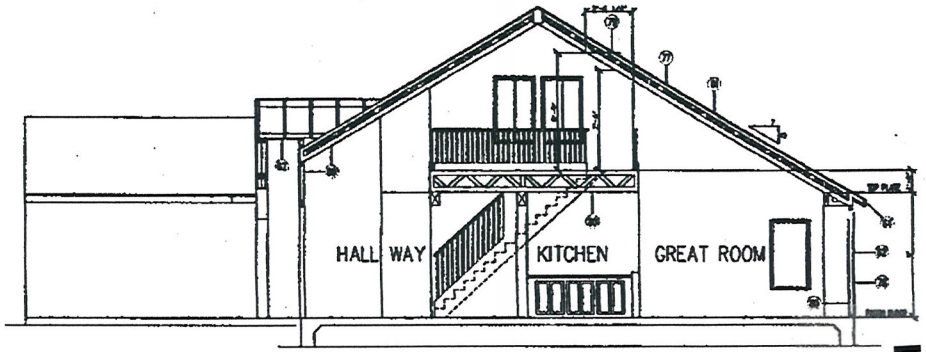
LEFT ELEVATION C



ROOF FRAMING (ELEVATION - C)



(A) HORIZONTAL SECTION CUT (FLOOR PLAN)



(B) HORIZONTAL SECTION CUT (FLOOR PLAN w/ ATTIC)

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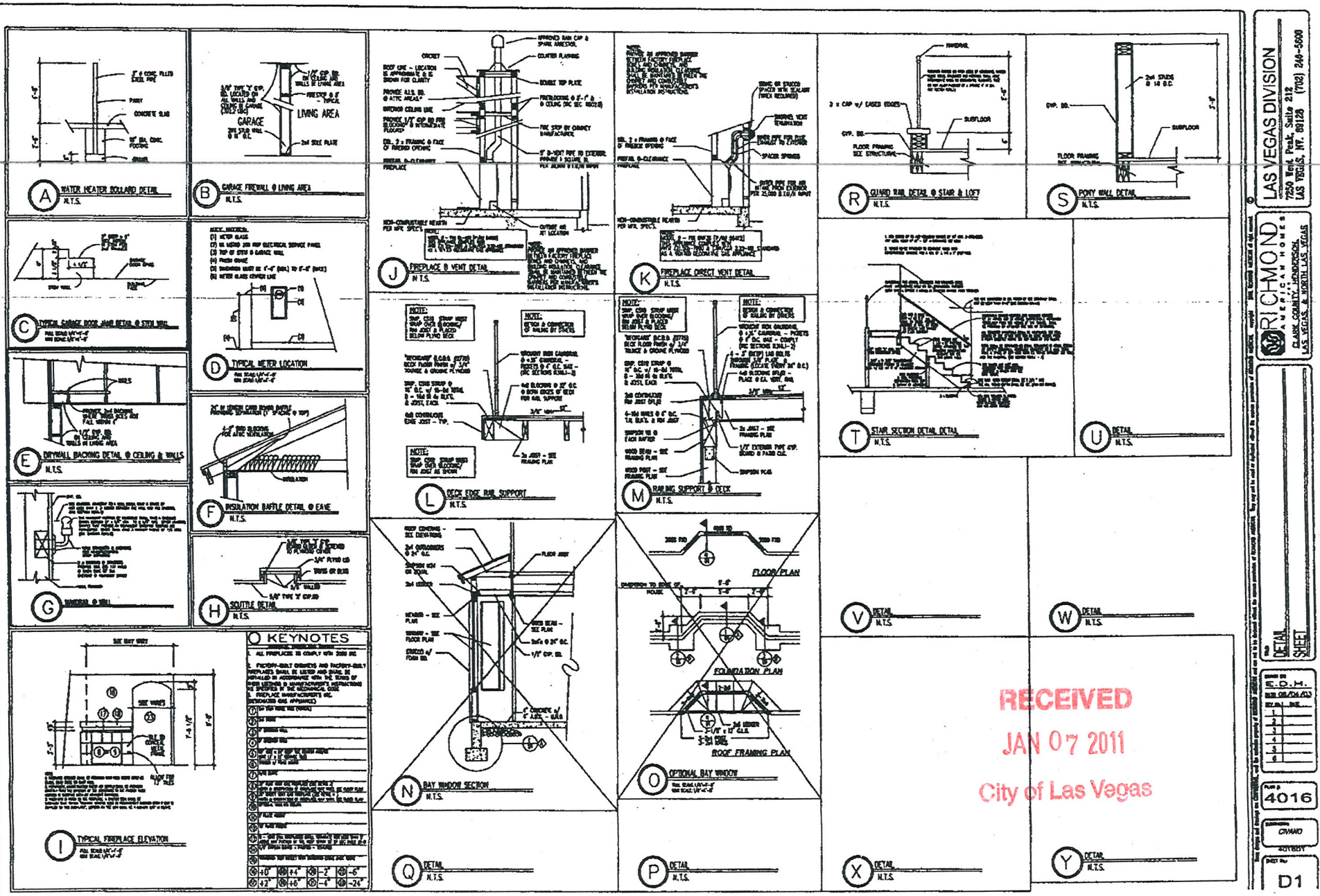
RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

ROOF FRAMING / HORIZONTAL SECTION CUTS/ FRONT, REAR, & SIDE OF ELEVATION - C

PLAN # 4016

A2-C



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LAS VEGAS DIVISION
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CLARK COUNTY, HENDERSON, LAS VEGAS, & NORTH LAS VEGAS

DETAIL
SHEET

E.O.H.

PLAN # 4016

CIVANO

D1

CIVANO

CLARK COUNTY

Model # 4018

GENERAL SPECIFICATIONS

SUMMARY OF WORK

IN THE PREPERATION OF THIS UNIT AN EFFORT HAS BEEN MADE TO SEGREGATE THE VARIOUS BRANCHES OF THE WORK UNDER HEADINGS, BY TRADES. THIS IS DONE ONLY FOR CONVENIENCE AND SHALL NOT RELIEVE THE SUBCONTRACTOR OF THE RESPONSIBILITY OF FURNISHING EVERY ITEM INDICATED OR SPECIFIED WHETHER PROPERLY SEGREGATED OR NOT.

THESE SET OF DOCUMENTS ARE PREPARED IN ACCORDANCE WITH:
2000 INTERNATIONAL RESIDENTIAL CODE
2000 UNIFORM MECHANICAL CODE WITH MODIFYING ORDINANCE 5093
2000 UNIFORM PLUMBING CODE
2002 NATIONAL ELECTRICAL CODE
1992 MODEL ENERGY WITH MODIFYING ORDINANCE 3880

SHEET INDEX		CONSULTANTS RESPONSIBLE	
CS.0	COVER SHEET, GEN. SPEC. & INFORM.	ARCHITECTURAL:	RICHMOND AMERICAN
A1.0	FLOOR PLAN (1ST. FLOOR)		7250 West Post, Suite 212
A1.2	FLOOR PLAN (2ND. FLOOR)		Las Vegas, Nevada 89128
A1.3	FLOOR PLAN (SALES OFFICE)		(702) 240-5600
A2.A	ROOF, FRONT, TYP. REAR, & SIDE ELEV.-A		(702) 240-5601 fax
A2.B	ROOF FRONT, & SIDE ELEV.-B		Emmett Henry
A2.C	ROOF, FRONT, & SIDE ELEV.-C		
	/ SECTION CUT		
G1.0	DETAIL SHEET		
E1.0	ELECTRICAL LAYOUT (FLOOR PLAN)	ELECTRICAL:	PREMIER ELECTRIC
E1.2	ELECTRICAL LAYOUT (ATTIC OPT.)		5670 S. Hyes Rd. ste. H
E1.3	ELECTRICAL LAYOUT (SALES OFFICE)		Las Vegas, Nevada 89118
			(702) 568-8488
			(702) 568-8401 fax
			Eric Simmons
M1.0	MECHANICAL PLAN (SALES OFFICE)	MECHANICAL / PLUMBING:	COMFORT ENGINEERING
M1.0	MECHANICAL PLAN		3085 Reisher Blvd., Suite 9
M2.0	MECHANICAL PLAN (2ND FLOOR ATTIC LOFT)		Las Vegas, Nevada 89120
P1.0	PLUMBING PLAN (SALES OFFICE)		(702) 367-6892
P1.0	PLUMBING PLAN		(702) 367-1676 fax
P2.0	PLUMBING PLAN (2ND FLOOR ATTIC LOFT)		John Sprigs
G1.0	ALTERNATE GAS PIPING		
G2.0	ALTERNATE GAS PIPING		
S0.1	GENERAL STRUCTURAL NOTES	STRUCTURAL:	BRENT WRIGHT CONSULTING ENGINEERS, INC.
S0.2	GENERAL STRUCTURAL NOTES		7340 Smoky Ranch Rd., Suite P
S2.1	POST-TENSION FOUNDATION		Las Vegas, Nevada 89128
S2.2	POST-TENSION FOUNDATION		(702) 233-6400
S2.3	PARTIAL POST-TENSION FOUNDATION		(702) 233-1164 fax
S2.4	PARTIAL POST-TENSION FOUNDATION		Brent Wright
S2.5	ROOF FRAMING		
S2.6	PARTIAL ROOF FRAMING		
S2.7	ROOF & FLOOR FRAMING (ATTIC OPTION)		
S7.1	FOUNDATION DETAILS		
S8.1	FRAMING DETAILS		
S8.2	FRAMING DETAILS		
S8.3	FRAMING DETAILS		
S8.4	FRAMING DETAILS		

CONSTRUCTION ANALYSYS
CURRENT ZONING: R-1
OCCUPANCY CLASSIFICATION: R-3/R-1
TYPE OF CONSTRUCTION: TYPE VB - NON SPRINKLERED

NOTE:
SPECIAL INSPECTION FOR EPOXY BOLTING
DONE BY CEI REC, SOIL ENGINEERS
6050 ESCONDIDO ST. SUITE A, LAS VEGAS, NV. 89119

ATTIC VENTILATION INFO.

ELEVATION A:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Ground Floor	2107	1 Car Garage	320
Subtotal Sq. Ft.	2107	Patio	120
Total Requirements	14.05	Subtotal Sq. Ft.	440
High (Total) Ventilation		Total Requirements	2.93
		High (Total) Ventilation	

QTY.	TYPE	AREA
1	R	8.1/9
3	SOFFIT	7.9
3	-	-
3	-	-
TOTAL:		15.145

QTY.	TYPE	AREA
2	V	1.4
2	V	1.4
-	-	-
-	-	-
TOTAL:		1.4

QTY.	TYPE	AREA
1	V	0.7
1	N	0.053
-	-	-
-	-	-
TOTAL:		0.053

ELEVATION B:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Ground Floor	2107	1 Car Garage	320
Subtotal Sq. Ft.	2107	Patio	120
Total Requirements	14.05	Subtotal Sq. Ft.	440
High (Total) Ventilation		Total Requirements	2.93
		High (Total) Ventilation	

QTY.	TYPE	AREA
1	R	8.1/9
3	SOFFIT	7.9
3	-	-
3	-	-
TOTAL:		14.05

QTY.	TYPE	AREA
2	V	1.4
2	V	1.4
-	-	-
-	-	-
TOTAL:		1.4

QTY.	TYPE	AREA
1	V	0.7
1	N	0.053
-	-	-
-	-	-
TOTAL:		0.053

ELEVATION C:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Ground Floor	2107	1 Car Garage	320
Subtotal Sq. Ft.	2107	Patio	120
Total Requirements	14.05	Subtotal Sq. Ft.	440
High (Total) Ventilation		Total Requirements	2.93
		High (Total) Ventilation	

QTY.	TYPE	AREA
1	R	8.1/9
3	SOFFIT	7.9
3	-	-
3	-	-
TOTAL:		15.145

QTY.	TYPE	AREA
2	V	1.4
2	V	1.4
-	-	-
-	-	-
TOTAL:		1.4

QTY.	TYPE	AREA
1	V	0.7
1	N	0.053
-	-	-
-	-	-
TOTAL:		0.053

MODEL	CONFIGURATION	SQ. FT. OF FLOOR AREA	ATTIC	CONFIGURATION	SQ. FT. OF FLOOR AREA
A	1 Car	1,676	N	1 Car	1,676
B	1 Car	1,676	N	1 Car	1,676
C	1 Car	1,676	N	1 Car	1,676
D	1 Car	1,676	N	1 Car	1,676
E	1 Car	1,676	N	1 Car	1,676
F	1 Car	1,676	N	1 Car	1,676
G	1 Car	1,676	N	1 Car	1,676
H	1 Car	1,676	N	1 Car	1,676
J	1 Car	1,676	N	1 Car	1,676
K	1 Car	1,676	N	1 Car	1,676
L	1 Car	1,676	N	1 Car	1,676
M	1 Car	1,676	N	1 Car	1,676

Garage + Livable + Porch + Patio (Sq.Ft.)= Total Sq.Ft.
VENTILATION AREA FORMULA (Total Sq. Ft.) / (300) or (150) = FREE VENT AREA

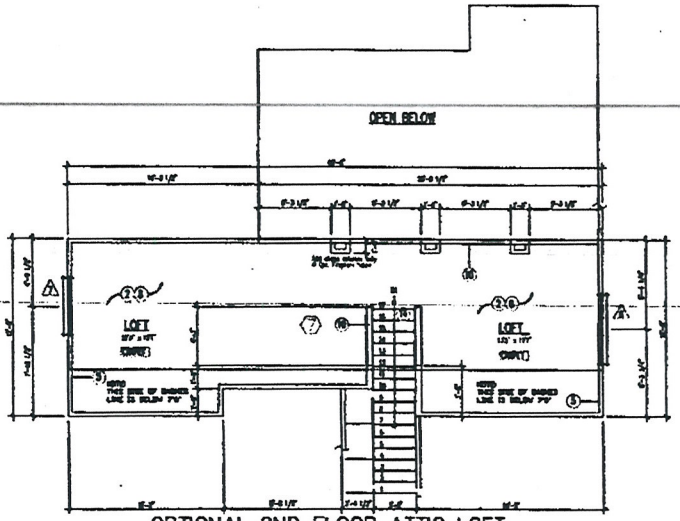
ALL ATTIC VENTILATION SHALL COMPLY w/ 2000 IRC SECTION R806

SQUARE FOOTAGES

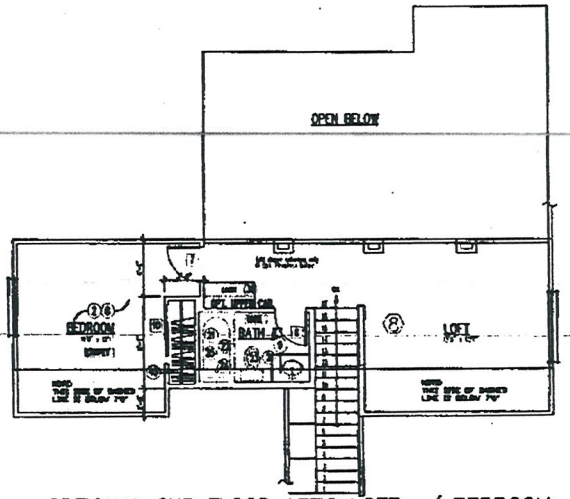
1st FLOOR LIVING AREA	1676
2nd FLOOR LIVING AREA	---
TOTAL LIVING AREA	1750
Garage Area	412
Options Available:	
Covered Patio	120
1 Car Garage or Casita	412
Attic	412
TOTAL BUILDING	3645

SCHEDULE OF ADDITIONS

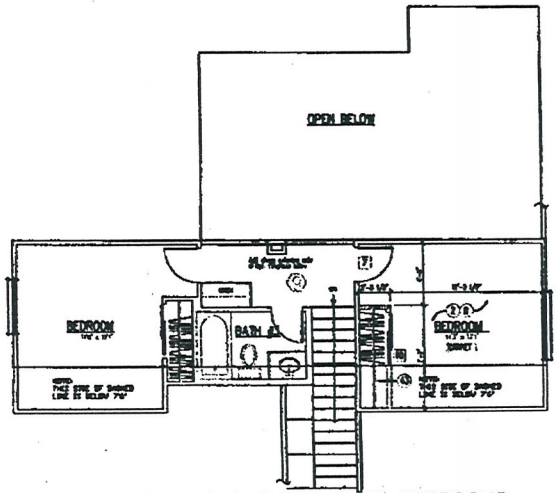
OPTION	DESCRIPTION	SQ. FT. OF FLOOR AREA	REMARKS
1	1 Car	412	
	Casita		
	Patio Cover	120	



OPTIONAL 2ND FLOOR ATTIC LOFT



OPTIONAL 2ND FLOOR ATTIC LOFT w/ BEDROOM
1/4" = 1'-0"



OPTIONAL 2ND FLOOR ATTIC BEDROOMS
1/4" = 1'-0"

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RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

FLOOR PLAN (OPTIONAL ATTIC)
PLAN #2

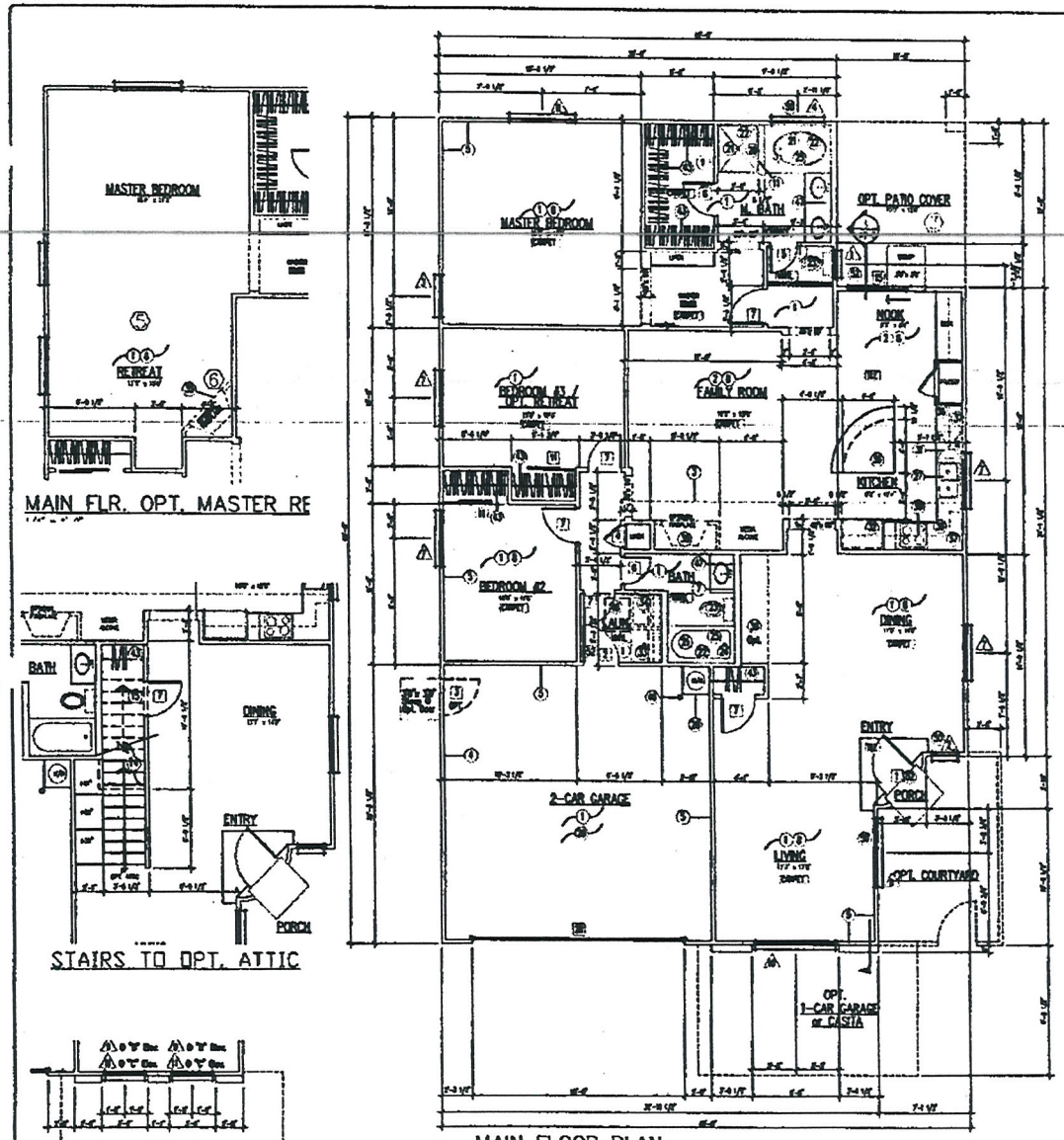
E.D.H.

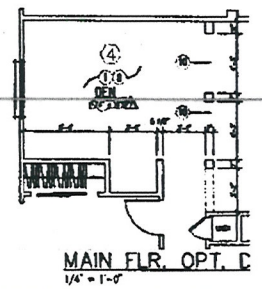
4018

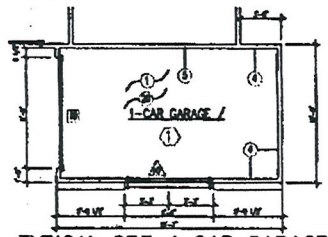
CIVANO

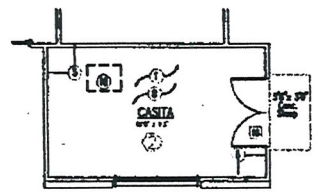
4018at-2

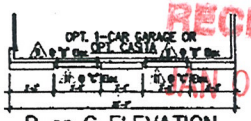
A1-2











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KEYNOTES

1. LUMBER SHALL BEAR APPROVED STAMP AND MEET ALL 1995 N.B.C. STANDARDS.

Framing – Drywall

Plumbing Fixtures

Appliances

Cabinets – Shelves

Foundations – Finishes – Misc.

DOOR SCHED.

A = MIN. OF 1 3/8" SOLID CORE WITH SELF CLOSER AND TIGHT FITTING THRESHOLD. ONE-HOUR FIRE-RESISTIVE MATERIAL ON GARAGE SIDE

B = SOLID CORE
C = HOLLOW CORE
D = TEMPERED GLASS
E = TEMPERED GLASS – 1-LITE FRENCH SWING DOORS
F = GARAGE DOOR (SEE ELEV. APPEARANCE) (SEE DETAIL C/A9 FOR GARAGE DOOR JAMB)

NO.	SIZE	TYPE	REMARKS
1	6'-0" x 6'-8"	C	
2	2'-6" x 6'-8"	C	
3	2'-8" x 6'-8"	C	
4	3'-0" x 6'-8"	C	
5	2'-4" x 6'-8"	C	
6	2'-10" x 6'-8"	C	
7	2'-0" x 6'-8"	C	
8	2'-6" x 6'-8"	C	
9	2'-8" x 6'-8"	C	
10	3'-0" x 6'-8"	C	
11	2'-4" x 6'-8"	C	
12	2'-10" x 6'-8"	C	
13	2'-0" x 6'-8"	C	
14	2'-6" x 6'-8"	C	
15	2'-8" x 6'-8"	C	
16	3'-0" x 6'-8"	C	
17	2'-4" x 6'-8"	C	
18	2'-10" x 6'-8"	C	
19	2'-0" x 6'-8"	C	
20	2'-6" x 6'-8"	C	
21	2'-8" x 6'-8"	C	
22	3'-0" x 6'-8"	C	
23	2'-4" x 6'-8"	C	
24	2'-10" x 6'-8"	C	
25	2'-0" x 6'-8"	C	
26	2'-6" x 6'-8"	C	
27	2'-8" x 6'-8"	C	
28	3'-0" x 6'-8"	C	
29	2'-4" x 6'-8"	C	
30	2'-10" x 6'-8"	C	
31	2'-0" x 6'-8"	C	
32	2'-6" x 6'-8"	C	
33	2'-8" x 6'-8"	C	
34	3'-0" x 6'-8"	C	
35	2'-4" x 6'-8"	C	
36	2'-10" x 6'-8"	C	
37	2'-0" x 6'-8"	C	
38	2'-6" x 6'-8"	C	
39	2'-8" x 6'-8"	C	
40	3'-0" x 6'-8"	C	
41	2'-4" x 6'-8"	C	
42	2'-10" x 6'-8"	C	
43	2'-0" x 6'-8"	C	
44	2'-6" x 6'-8"	C	
45	2'-8" x 6'-8"	C	
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507	2'-8" x 6'-8"	C	
508	3'-0" x 6'-8"	C	
509	2'-4" x 6'-8"	C	
510	2'-10" x 6'-8"	C	
511	2'-0" x 6'-8"	C	
512	2'-6" x 6'-8"	C	
513	2'-8" x 6'-8"	C	
514	3'-0" x 6'-8"	C	
515	2'-4" x 6'-8"	C	
516	2'-10" x 6'-8"	C	
517	2'-0" x 6'-8"	C	
518	2'-6" x 6'-8"	C	
519	2'-8" x 6'-8"	C	
520	3'-0" x 6'-8"	C	
521	2'-4" x 6'-8"	C	
522	2'-10" x 6'-8"	C	
523	2'-0" x 6'-8"	C	
524	2'-6" x 6'-8"	C	
525	2'-8" x 6'-8"	C	
526	3'-0" x 6'-8"	C	
527	2'-4" x 6'-8"	C	
528	2'-10" x 6'-8"	C	
529	2'-0" x 6'-8"	C	
530	2'-6" x 6'-8"	C	
531	2'-8" x 6'-8"	C	
532	3'-0" x 6'-8"	C	
533	2'-4" x 6'-8"	C	
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536	2'-6" x 6'-8"	C	
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542	2'-6" x 6'-8"	C	
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553	2'-0" x 6'-8"	C	
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561	2'-8" x 6'-8"	C	
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564	2'-10" x 6'-8"	C	
565	2'-0" x 6'-8"	C	
566	2'-6" x 6'-8"	C	
567	2'-8" x 6'-8"	C	
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581	2'-4" x 6'-8"	C	
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583	2'-0" x 6'-8"	C	
584	2'-6" x 6'-8"	C	
585	2'-8" x 6'-8"	C	
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594	2'-10" x 6'-8"	C	
595	2'-0" x 6'-8"	C	
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597	2'-8" x 6'-8"	C	
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605	2'-4" x 6'-8"	C	
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619	2'-0" x 6'-8"	C	
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626	2'-6" x 6'-8"	C	
627	2'-8" x 6'-8"	C	
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629	2'-4" x 6'-8"	C	
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641	2'-4" x 6'-8"	C	
642	2'-10" x 6'-8"	C	
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644	2'-6" x 6'-8"	C	
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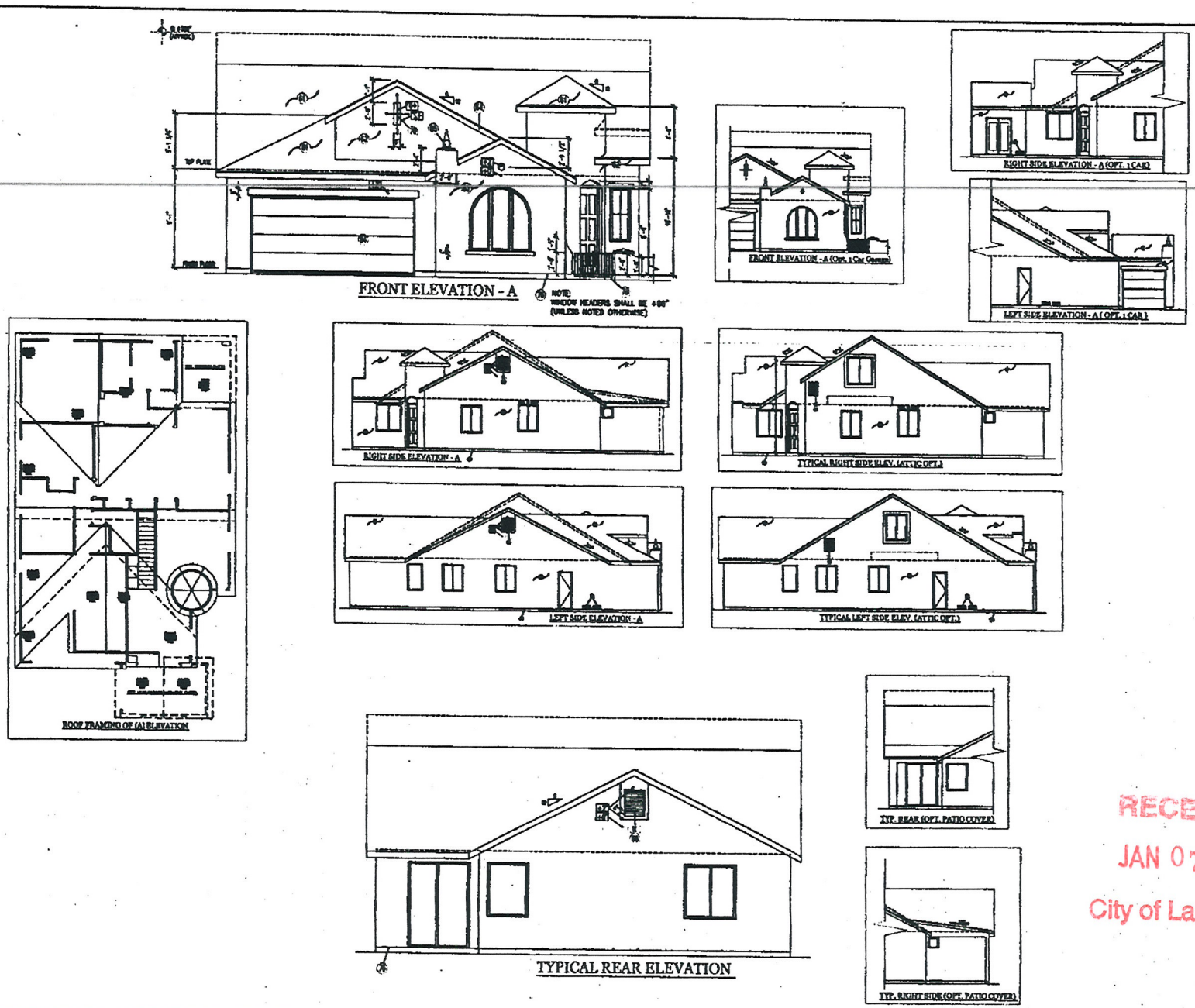
646	3'-0" x 6'-8"	C	
647	2'-4" x 6'-8"	C	
648



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RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

FRONT, REAR, AND SIDE ELEVATION - A
WITH ALL OPTIONS

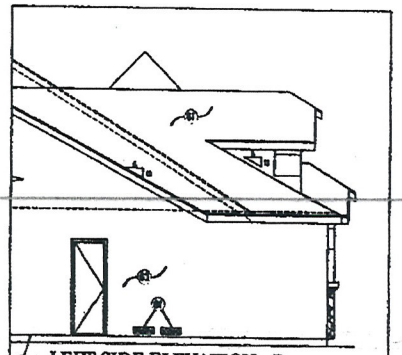
E.D.H.

4018

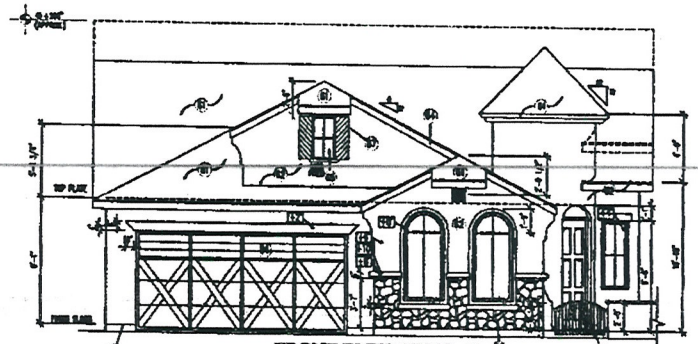
CIVANO

4018a2-A

A2-A

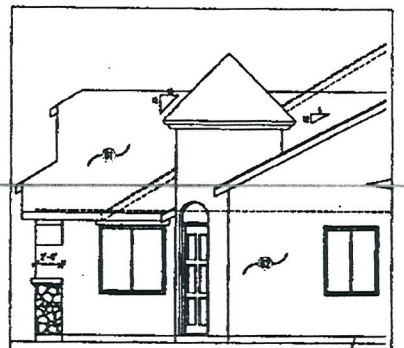


LEFT SIDE ELEVATION - B

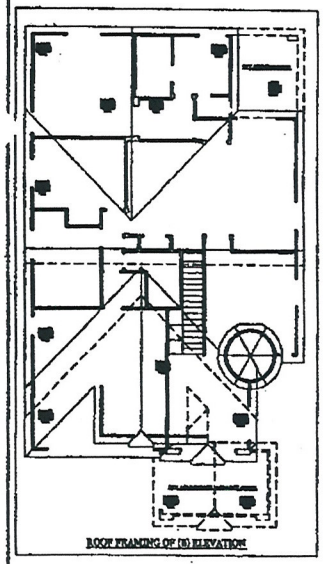


FRONT ELEVATION - B

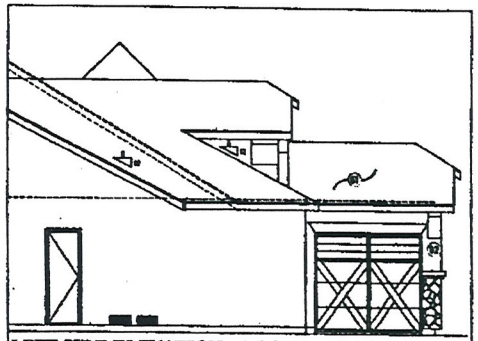
NOTE:
WINDOW HEADERS SHALL BE +96"
(UNLESS NOTED OTHERWISE)



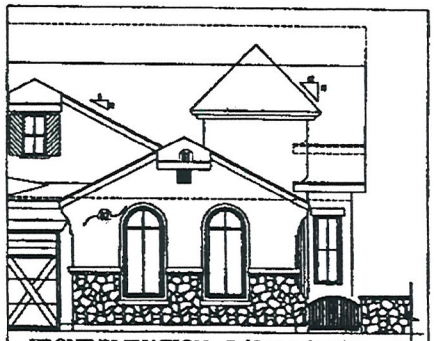
RIGHT SIDE ELEVATION - B



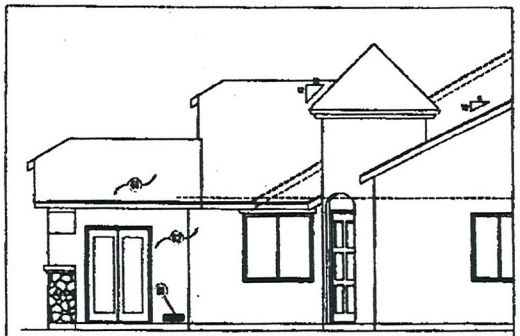
ROOF FRAMING OF (B) ELEVATION



LEFT SIDE ELEVATION - B (OPT. 1 CAR)



FRONT ELEVATION - B (Opt. 1 Car Garage)



RIGHT SIDE ELEVATION - B (OPT. 1 CAR)

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CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

FRONT, REAR, AND SIDE ELEVATION - B
WITH GARAGE OPTION

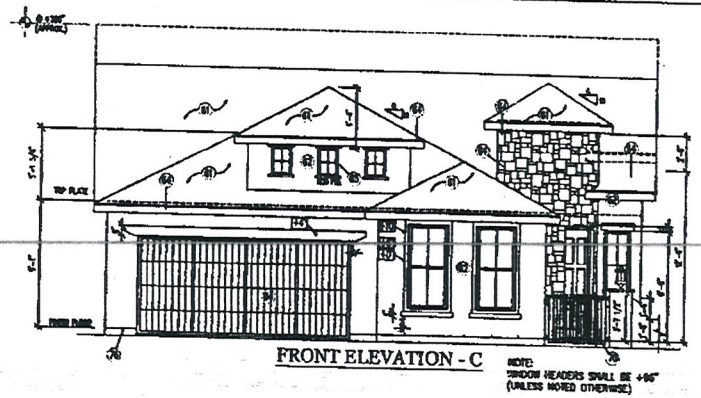
E.D.H.

4018

CIVANO

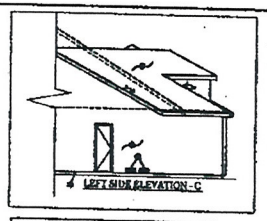
4018a2-B

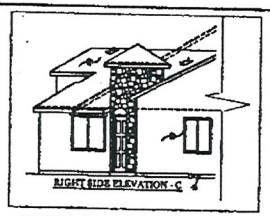
A2-B

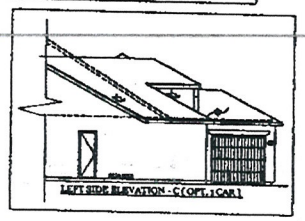


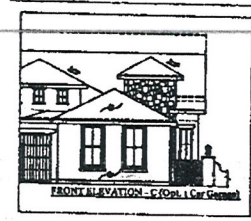
FRONT ELEVATION - C

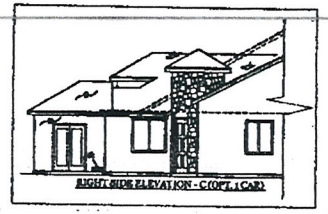
NOTE:
WINDOW HEADERS SHALL BE +96"
(UNLESS NOTED OTHERWISE)

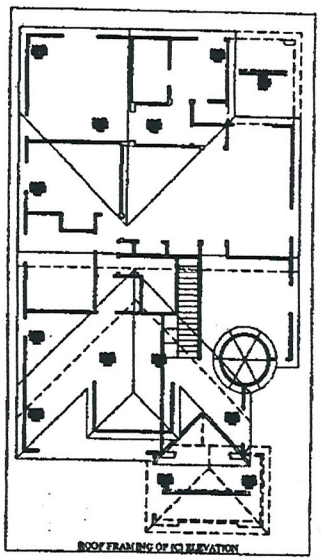




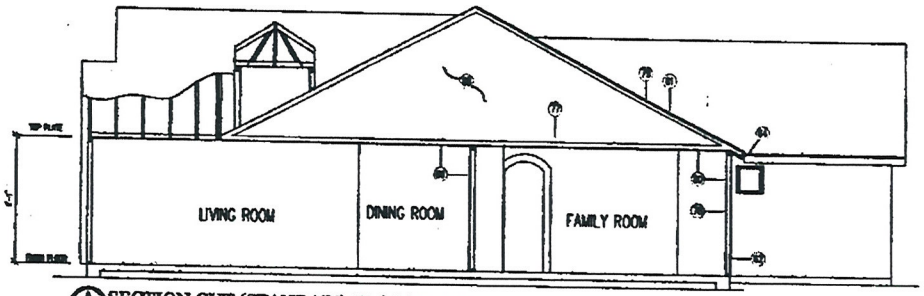




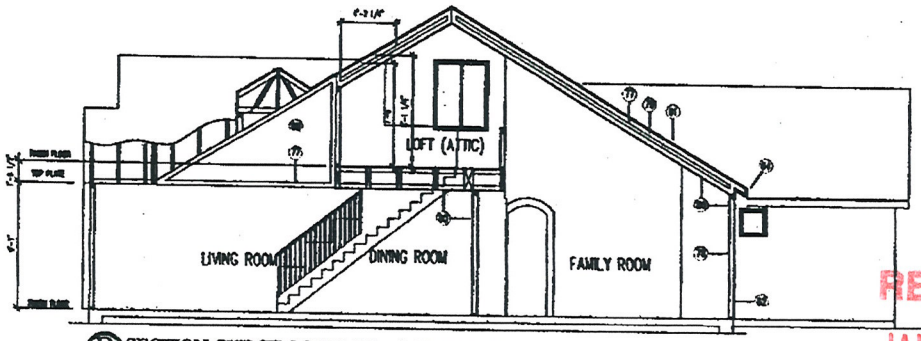




ROOF FRAMING OF (C) ELEVATION



(A) SECTION CUT (STANDARD FLOORPLAN)



(B) SECTION CUT (FLOORPLAN w/ ATTIC OPT.)

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RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS, & NORTH LAS VEGAS

FRONT, REAR, AND SIDE ELEVATION - C
WITH GARAGE OPTION/SECTION CUTS

E.D.H.

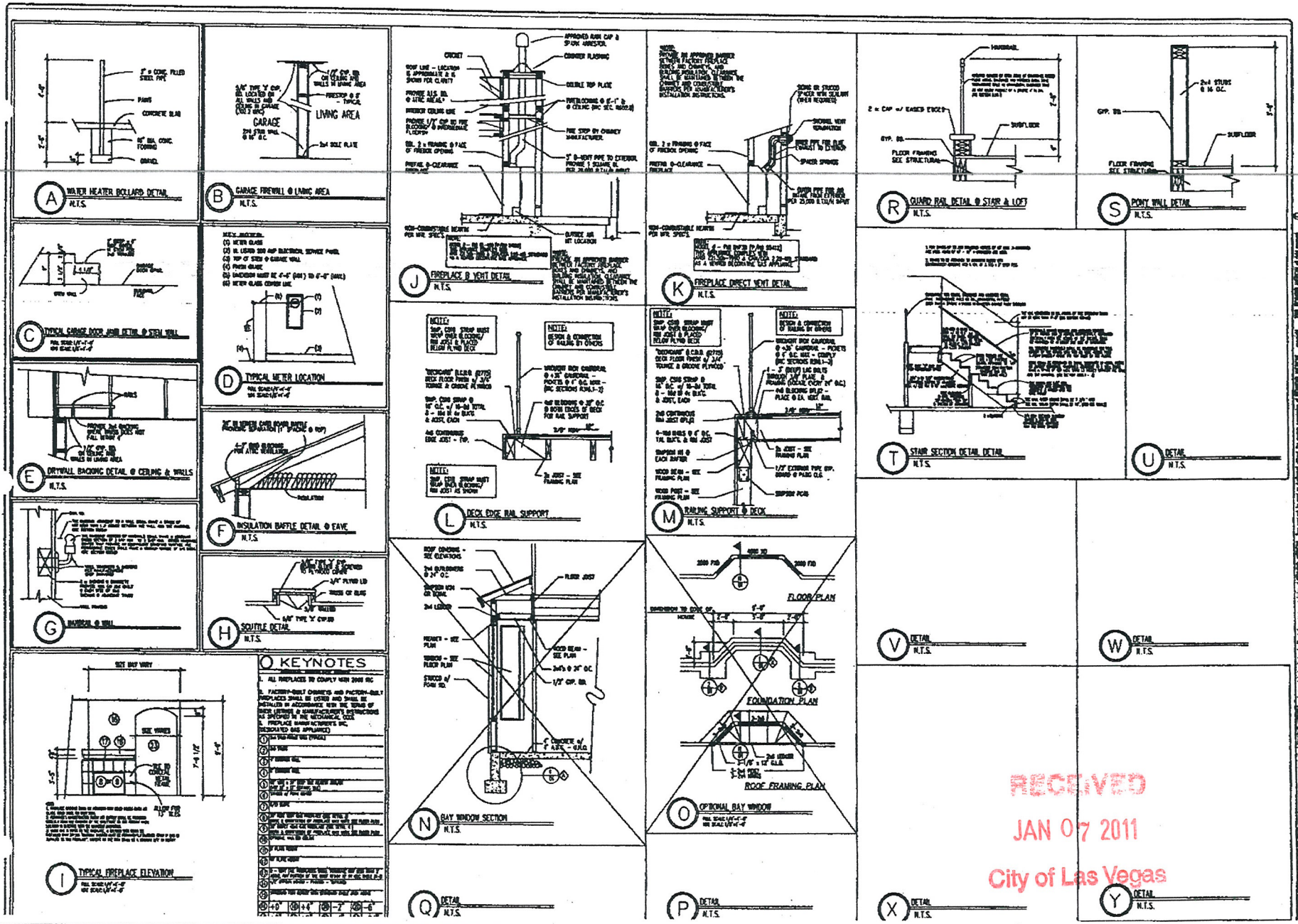
1	
2	
3	
4	
5	
6	

4018

CIVANO

4018a2-C

A2-C



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LAS VEGAS, & NORTH LAS VEGAS

DETAIL SHEET

E.D.H.

4018

CAVANO

401601

D1

CIVANO

CLARK COUNTY

Model # 4020

GENERAL SPECIFICATIONS

SUMMARY OF WORK

IN THE PREPERATION OF THIS UNIT AN EFFORT HAS BEEN MADE TO SEGREGATE THE VARIOUS BRANCHES OF THE WORK UNDER HEADINGS, BY TRADES. THIS IS DONE ONLY FOR CONVENIENCE AND SHALL NOT RELIEVE THE SUBCONTRACTOR OF THE RESPONSIBILITY OF FURNISHING EVERY ITEM INDICATED OR SPECIFIED WHETHER PROPERLY SEGREGATED OR NOT.

THESE SET OF DOCUMENTS ARE PREPARED IN ACCORDANCE WITH:
2000 INTERNATIONAL RESIDENTIAL CODE
2000 UNIFORM MECHANICAL CODE WITH MODIFYING ORDINANCE 5093
2000 UNIFORM PLUMBING CODE
2002 NATIONAL ELECTRICAL CODE
1992 MODEL ENERGY WITH MODIFYING ORDINANCE 3880

SHEET INDEX

CS.0	COVER SHEET, GEN. SPEC. & INFORM.
A1.0	FLOOR PLAN (1ST. FLOOR)
A1.2	FLOOR PLAN (2ND. FLOOR)
A2.A	ROOF, FRONT, REAR, & SIDE ELEV. - A
A2.B	ROOF, FRONT, & SIDE ELEV. -B
A2.C	ROOF, FRONT, SIDE - C / SECTION CUT
D1.0	DETAIL SHEET
E1.0	ELECTRICAL PLAN
M1.0	STANDARD HVAC PLAN
M2.0	OPTIONAL LOFT HVAC PLAN
M3.0	OPTIONAL LOFT HVAC PLAN
P1.0	PLUMBING PLAN
P2.0	PLUMBING PLAN
G1.0	ALTERNATE GAS PIPING
G2.0	ALTERNATE GAS PIPING
S0.1	GENERAL STRUCTURAL NOTES
S0.2	GENERAL STRUCTURAL NOTES
S3.1	POST-TENSION FOUNDATION
S3.2	POST-TENSION FOUNDATION
S3.3	POST-TENSION FOUNDATION
S3.4	POST-TENSION FOUNDATION
S3.5	FLOOR & LOW ROOF FRAMING
S3.6	FLOOR & LOW ROOF FRAMING
S3.7	ROOF FRAMING ELEV. A, B, & C)
S3.8	ROOF FRAMING ELEV. A, B, & C (ATTIC OPT.)
S7.1	FOUNDATION DETAILS
S8.1	FRAMING DETAILS
S8.2	FRAMING DETAILS
S8.3	FRAMING DETAILS
S8.4	FRAMING DETAILS

CONSULTANTS RESPONSIBLE

ARCHITECTURAL: RICHMOND AMERICAN
7250 West Post, Suite 212
Las Vegas, Nevada 89128
(702) 240-5600
(702) 240-5681 fax
Emmett Perry

ELECTRICAL: PREMIER ELECTRIC
5670 S. Hyrn Rd. ste. H
Las Vegas, Nevada 89118
(702) 568-8400
(702) 568-8401 fax
Eric Simmons

MECHANICAL / PLUMBING: COMFORT ENGINEERING
3885 Rainbow Blvd., Suite 9
Las Vegas, Nevada 89139
(702) 367-0882
(702) 367-1078 fax
John Spargo

STRUCTURAL: BRENT WRIGHT CONSULTING ENGINEERS, INC.
7310 Smoke Ranch Rd., Suite P
Las Vegas, Nevada 89128
(702) 233-6408
(702) 233-1164 fax
Brent Wright

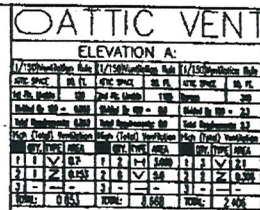
CONSTRUCTION ANALISYS

CURRENT ZONING: R-1
OCCUPANCY CLASSIFICATION: R-3/U-1
TYPE OF CONSTRUCTION: TYPE VB - NON SPRINKLERED

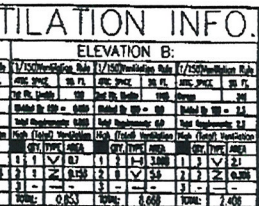
NOTE:
SPECIAL INSPECTION FOR EPOXY BOLTING
DONE BY GEO TEC, SOIL ENGINEERS
6850 ESCONDIDO ST. SUITE A, LAS VEGAS, NV. 89119

ATTIC VENTILATION INFO.

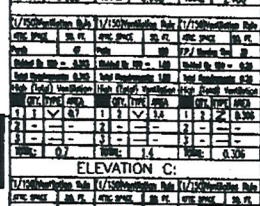
ELEVATION A:



ELEVATION B:



ELEVATION C:





Garage + Livable + Porch + Patio (Sq.Ft.)- Total Sq.Ft. (Total Sq. Ft.) = FREE VENT AREA
VENTILATION AREA FORMULA (300) or (150)

ALL ATTIC VENTILATION SHALL COMPLY w/ 2000 IRC SECTION R806

SQUARE FOOTAGES

1st FLOOR LIVING AREA	1854
2nd FLOOR LIVING AREA	372
TOTAL LIVING AREA	2226
Garage Area	465
Covered Porch	47
Options Available:	
Covered Patio	150
Bedroom 4	156
Stairs to Attic	147
Attic (Loft / Loft & Bedroom)	485
Deck	150
TOTAL BUILDING	3097

SCHEDULE OF ADDITIONS

No.	DESCRIPTION	SQ. FT. OF ADDITION	REMARKS
1	Covered Patio	150	
2	Patio Cover	47	
3	Bedroom 4	156	
4	Fireplace	16.5	
5	Stairs	147	
6	Attic	485	
7	Deck	150	
8	Bedroom 5 w/ closet	156	
9	Bath	49.5	
10	Linen	16.5	
11	Laundry	16.5	
12	Loft	156	
13	Loft Bath	49.5	
14	Loft Linen	16.5	

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GENERAL SPECIFICATIONS, ATTIC VENTILATION INFO. & MISC. INFORMATION

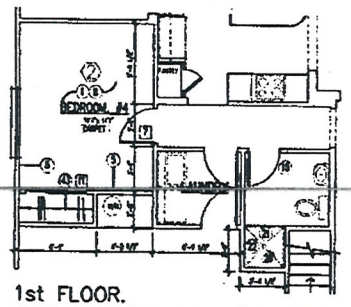
D.R.H.
DRAWN BY
08/04/03

4020

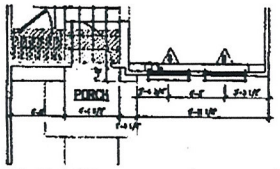
CIVANO

4020GS

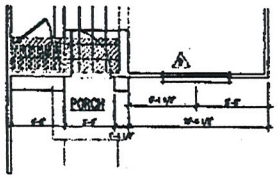
CS



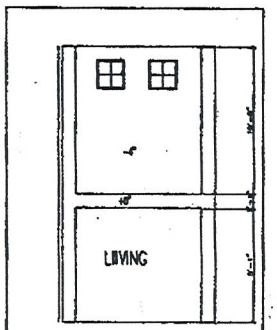
1st FLOOR.
OPT. BEDROOM #4 w/ SHOWER
1/4" = 1'-0"



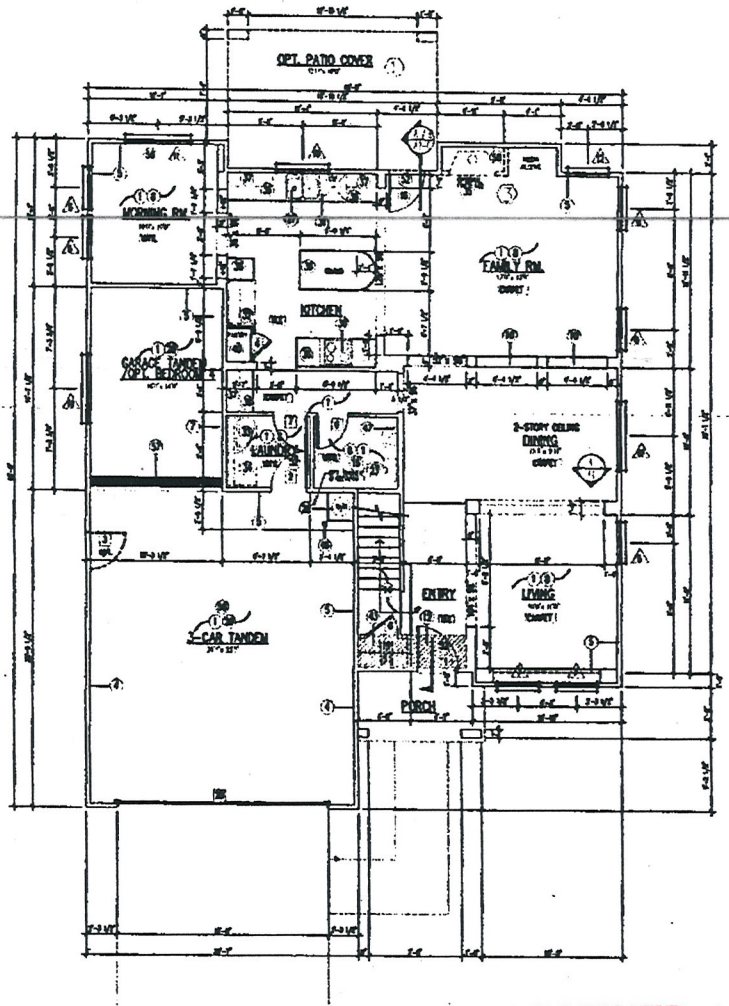
FIRST FLOOR PLAN (B ELEV.)
1/4" = 1'-0"



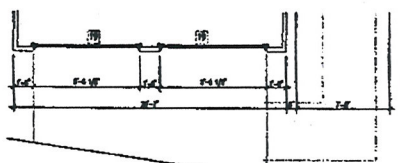
FIRST FLOOR PLAN (C ELEV.)
1/4" = 1'-0"



A-DINING ROOM NICHE



FIRST FLOOR PLAN
1/4" = 1'-0"



1st .FLOOR PLAN "B" ELEVATION

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KEYNOTES

1. LUMBER SHALL BEAR APPROVED STAMP AND MEET ALL 1990 U.B.C. STANDARDS.

Framing - Drywall

Plumbing Fixtures

Appliances

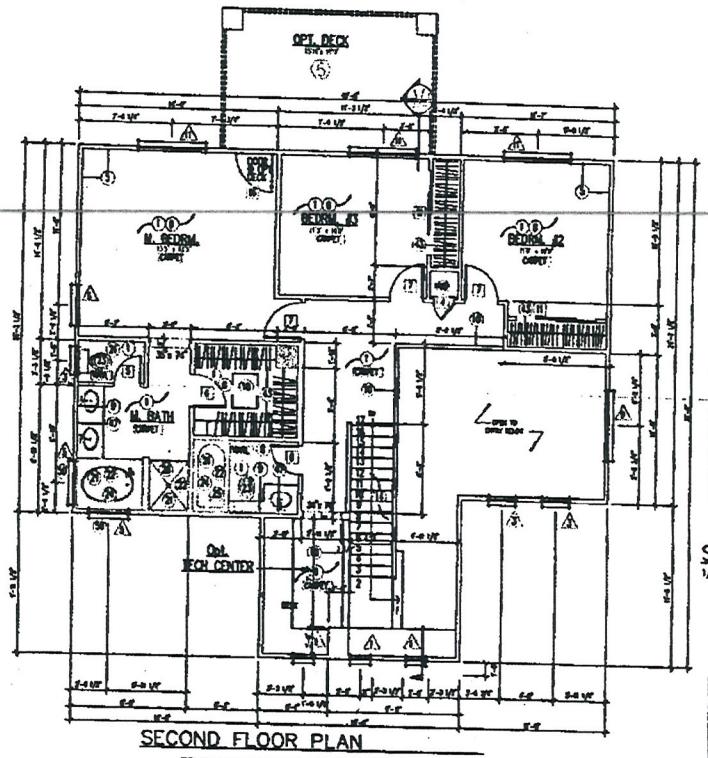
Cabinets - Shelves

Foundations - Finishes - Misc.

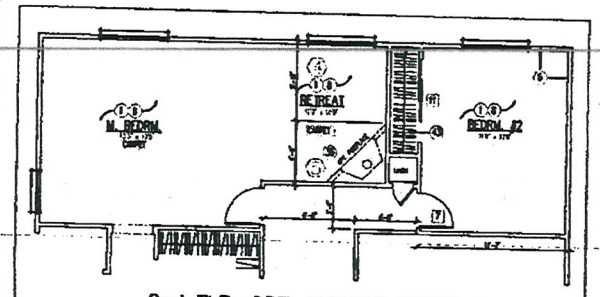
DOOR SCHED.

A = MIN. 8'-0" X 1 3/8" SOLID CORE WITH SELF CLOSER AND TIGHT FITTING THRESHOLD. ONE-HOUR FIRE-RESISTIVE MATERIAL ON GARAGE SIDE.
B = SOLID CORE
C = HOLLOW CORE
D = TEMPERED GLASS
E = TEMPERED GLASS - 3-LITE FRENCH SWING DOOR
F = GARAGE DOOR (SEE ELEV. APPEARANCE) (SEE DETAIL C/A9 FOR GARAGE DOOR JAMB)

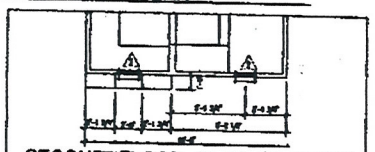
NO.	W	H	TH	SIZE	REMARKS
1	1	D	1-3/8"	2'-6" x 6'-8"	SWING
2	1	A	1-3/8"	2'-6" x 6'-8"	SWING
3	1	D	1-3/8"	2'-6" x 6'-8"	SWING
4	1	C	1-3/8"	2'-6" x 6'-8"	SWING
5	1	C	1-3/8"	2'-6" x 6'-8"	SWING
6	1	C	1-3/8"	2'-6" x 6'-8"	SWING



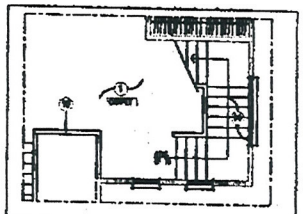
SECOND FLOOR PLAN



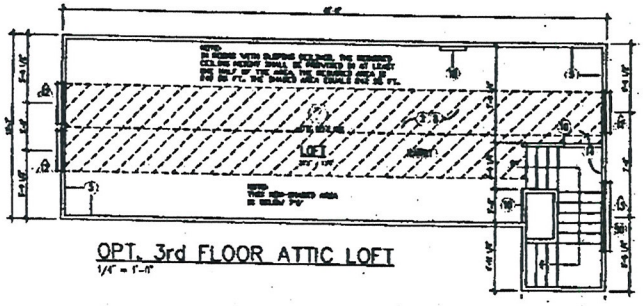
2nd FLR. OPT. MASTER RETREAT
1/4" = 1'-0"



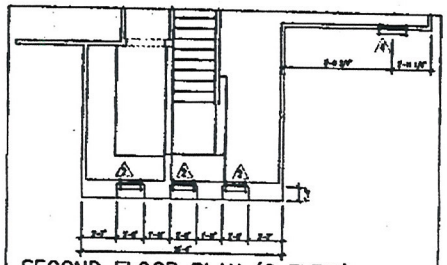
SECOND FLOOR PLAN (B ELEV.)
1/4" = 1'-0"



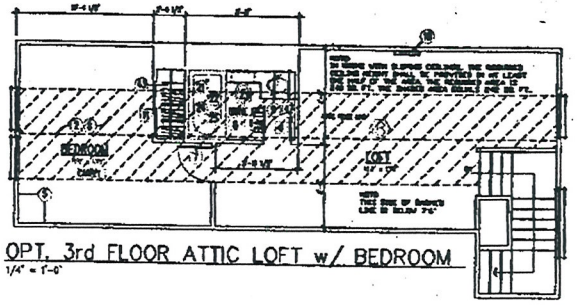
TAIRS TO OPT. 3rd FLR. A1
1/4" = 1'-0"



OPT. 3rd FLOOR ATTIC LOFT
1/4" = 1'-0"



SECOND FLOOR PLAN (C ELEV.)



OPT. 3rd FLOOR ATTIC LOFT w/ BEDROOM
1/4" = 1'-0"

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CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

FLOOR PLAN (2nd FLOOR) w/ OPTIONS

4020

CIVANO

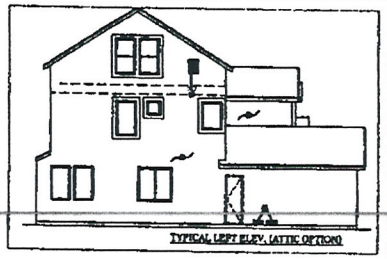
4020a1-2

A1-2

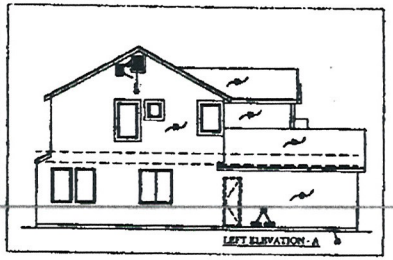


NOTE:
WINDOW HEADERS SHALL BE +96"
ON 1ST FLOOR / +84" ON 2ND FLOOR & ATTIC
(UNLESS NOTED OTHERWISE)

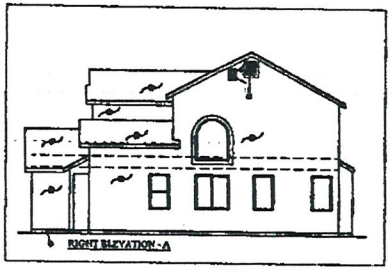
FRONT ELEVATION - A



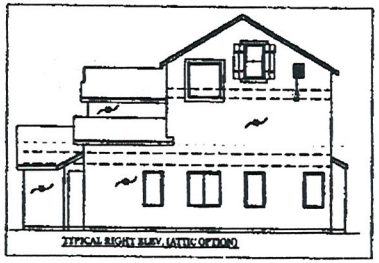
TYPICAL LEFT ELEV. (ATTIC OPTION)



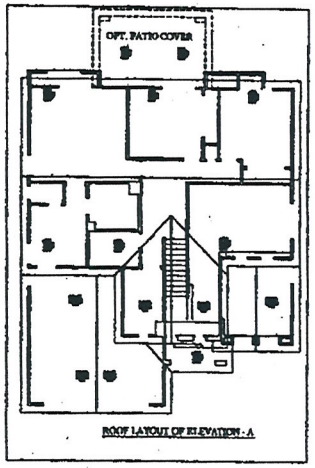
LEFT ELEVATION - A



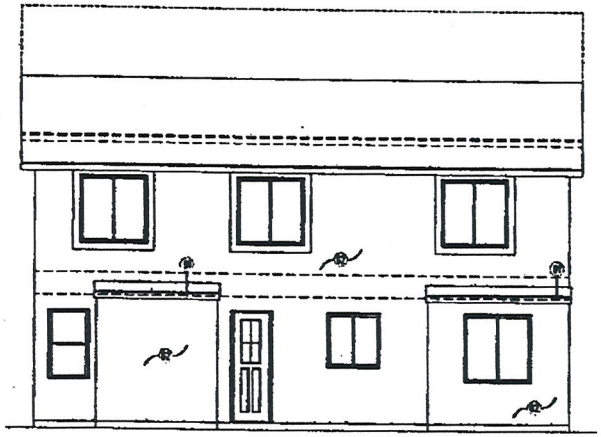
RIGHT ELEVATION - A



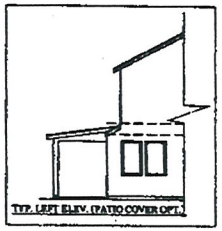
TYPICAL RIGHT ELEV. (ATTIC OPTION)



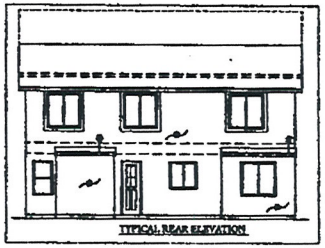
ROOF LAYOUT OF ELEVATION - A



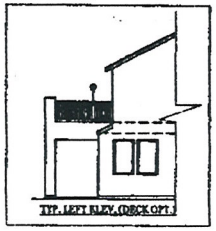
TYPICAL REAR ELEVATION



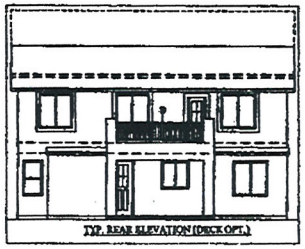
TYP. LEFT ELEV. (PATIO COVER OPT.)



TYPICAL REAR ELEVATION



TYP. LEFT ELEV. (DECK OPT.)



TYP. REAR ELEVATION (DECK OPT.)

KEYNOTES

1. FOAM APPLICATIONS SHALL COMPLY PER 2009 IRC SECTION R316
2. WINDOW HEADERS SHALL BE @ 7'-6" (UNLESS NOTED OTHERWISE)
3. SEE COVER SHEET FOR ATTIC VENTILATION CALCULATIONS
4. PLATE HEIGHT = 9'1"(1st flr) & 8'1"(2nd flr)

VENT SCHED.

1. ROOF VENTILATION SHALL COMPLY PER 2009 IRC - R806
- SEE COVER SHEET FOR INFORMATION ON REQUIRED ATTIC VENTILATION

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CLARK COUNTY, NEVADA
LAS VEGAS, NORTH LAS VEGAS

FRONT, REAR & SIDE ELEVATION - A

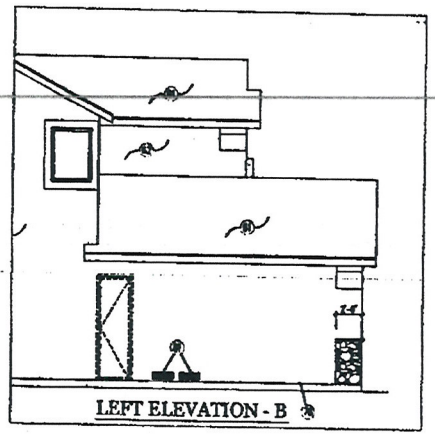
DESIGNED BY E.D.H.
DATE 08/01/03

PLAN # 4020

SUBMISSION CHANG

4020A2-A

SHEET # A2-A

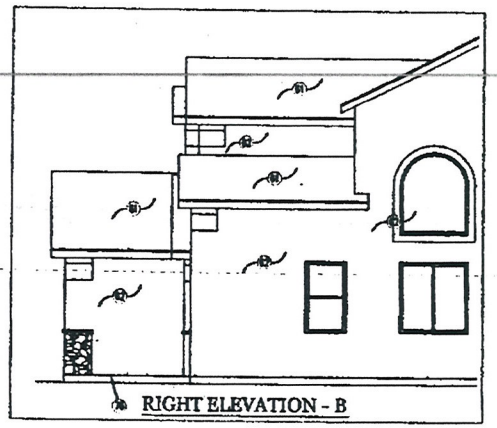


LEFT ELEVATION - B

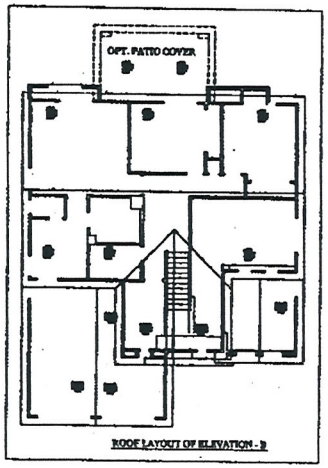


NOTE:
WINDOW HEADERS SHALL BE +96" ON 1ST FLOOR / +84" ON 2ND FLOOR & ATTIC (UNLESS NOTED OTHERWISE)

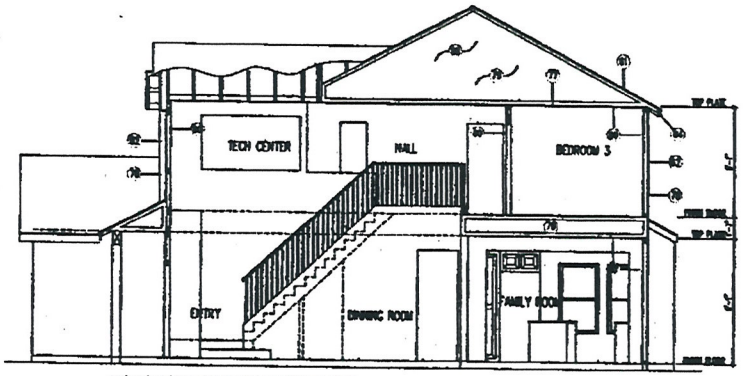
FRONT ELEVATION - B



RIGHT ELEVATION - B



ROOF LAYOUT OF ELEVATION - B



SECTION CUT (STANDARD)

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FRONT, REAR & SIDE
OF ELEVATION - B

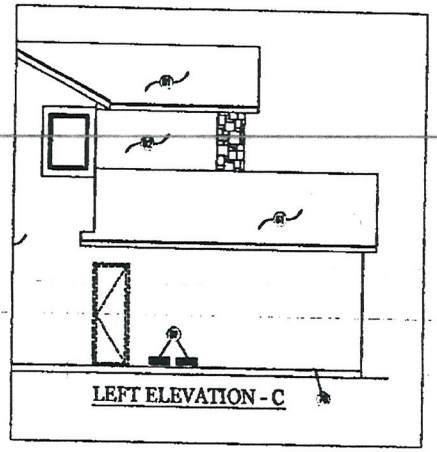
E.O.H.

PLAN # 4020

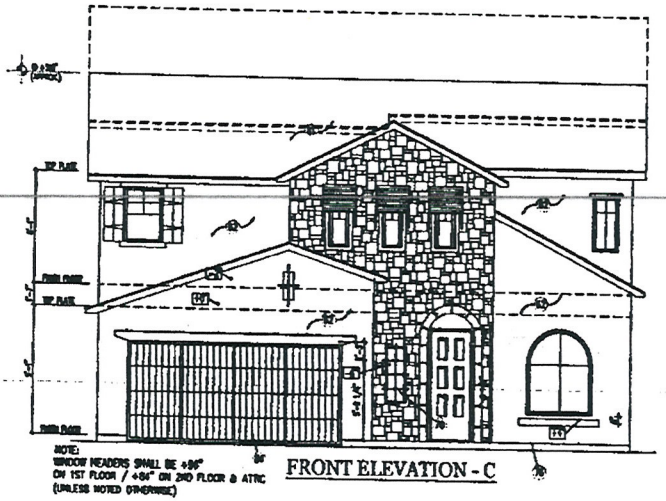
ELEVATION CVAND

4020A2-B

SHEET No. A2-B

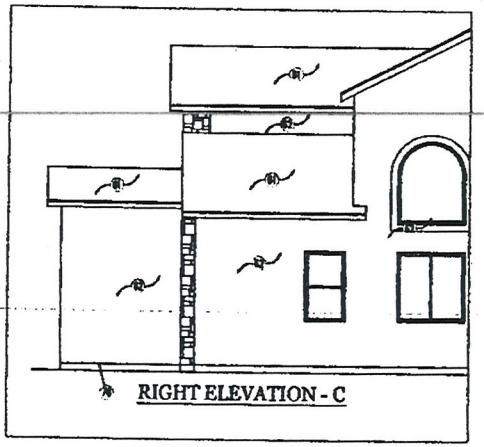


LEFT ELEVATION - C

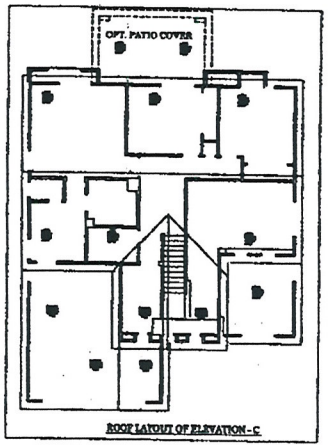


NOTE:
WINDOW HEADERS SHALL BE +96"
ON 1ST FLOOR / +84" ON 2ND FLOOR & ATTIC
(UNLESS NOTED OTHERWISE)

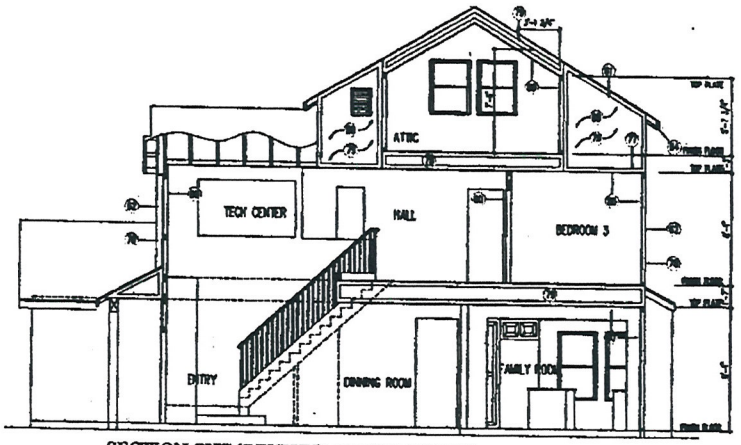
FRONT ELEVATION - C



RIGHT ELEVATION - C



ROOF LAYOUT OF ELEVATION - C



SECTION CUT (REVISED ATTIC LAYOUT)

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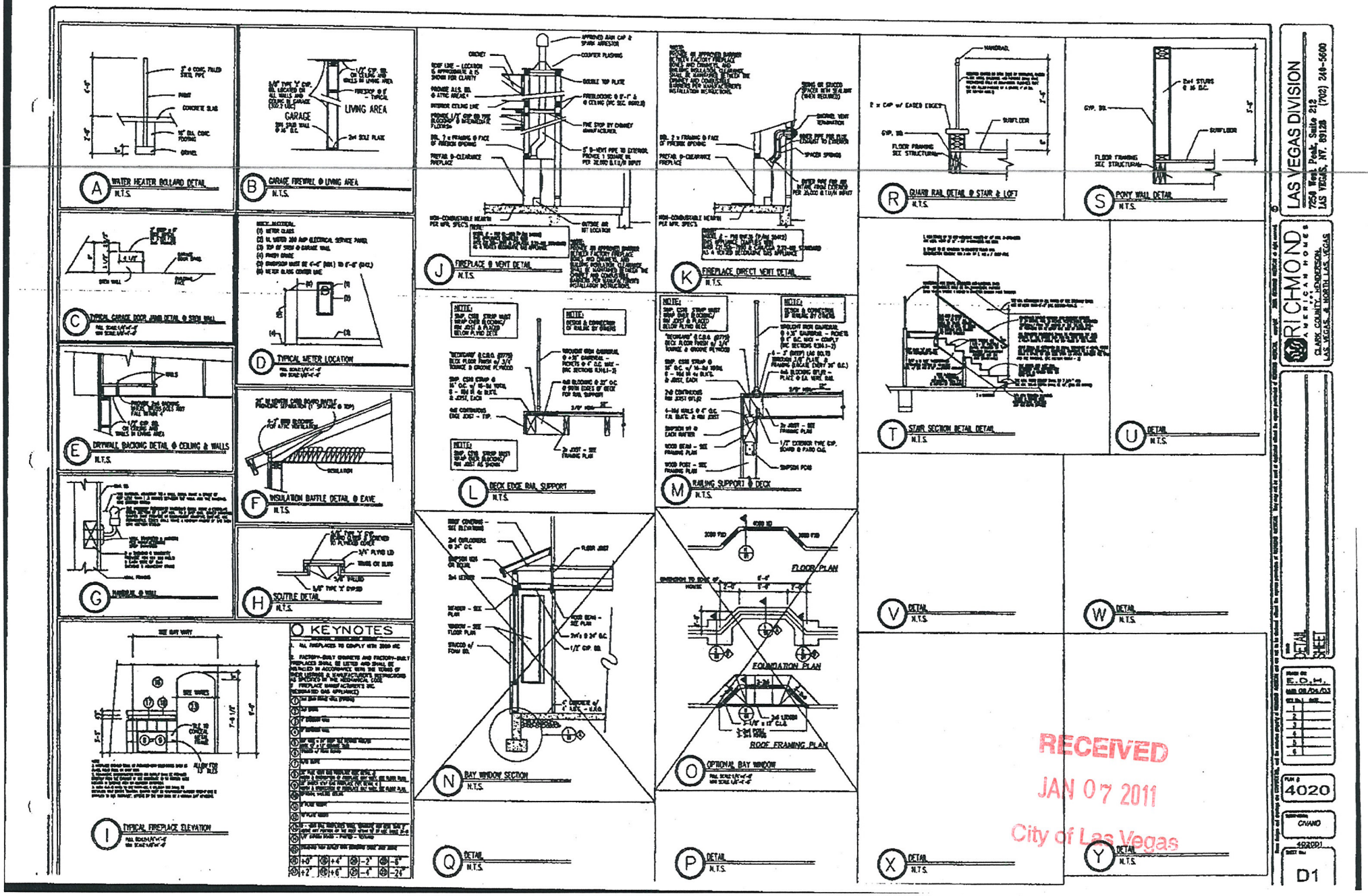
FRONT, REAR & SIDE
OF ELEVATION - C

4020

CIVANO

4020A2-C

A2-C



A WATER HEATER BOLLARD DETAIL N.T.S.
B GARAGE FIREWALL @ LIVING AREA N.T.S.
C TYPICAL GARAGE DOOR JAMB DETAIL @ STEM WALL
D TYPICAL METER LOCATION
E DRYWALL BACKING DETAIL @ CEILING & WALLS N.T.S.
F INSULATION BAFFLE DETAIL @ EAVE N.T.S.
G HANDRAIL @ WALL
H SCUTTLE DETAIL N.T.S.
I TYPICAL FIREPLACE ELEVATION
KEYNOTES
J FIREPLACE @ VENT DETAIL N.T.S.
K FIREPLACE DIRECT VENT DETAIL N.T.S.
L DECK EDGE RAIL SUPPORT N.T.S.
M RAILING SUPPORT @ DECK N.T.S.
N BAY WINDOW SECTION N.T.S.
O OPTIONAL BAY WINDOW
FLOOR PLAN
FOUNDATION PLAN
ROOF FRAMING PLAN
Q DETAIL N.T.S.
P DETAIL N.T.S.
R GUARD RAIL DETAIL @ STAIR & LOFT N.T.S.
S PONY WALL DETAIL N.T.S.
T STAIR SECTION DETAIL DETAIL N.T.S.
U DETAIL N.T.S.
V DETAIL N.T.S.
W DETAIL N.T.S.
X DETAIL N.T.S.
Y DETAIL N.T.S.
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DETAIL
SHEET
E.O.H.
4020
CIVANO
D1

CIVANO

CLARK COUNTY

Model # 4021

GENERAL SPECIFICATIONS

SUMMARY OF WORK

IN THE PREPERATION OF THIS UNIT AN EFFORT HAS BEEN MADE TO SEGREGATE THE VARIOUS BRANCHES OF THE WORK UNDER HEADINGS, BY TRADES. THIS IS DONE ONLY FOR CONVENIENCE AND SHALL NOT RELIEVE THE SUBCONTRACTOR OF THE RESPONSIBILITY OF FURNISHING EVERY ITEM INDICATED OR SPECIFIED WHETHER PROPERLY SEGREGATED OR NOT.

THESE SET OF DOCUMENTS ARE PREPARED IN ACCORDANCE WITH:
2000 INTERNATIONAL RESIDENTIAL CODE
2000 UNIFORM MECHANICAL CODE WITH MODIFYING ORDINANCE 5093
2000 UNIFORM PLUMBING CODE
2002 NATIONAL ELECTRICAL CODE
1992 MODEL ENERGY WITH MODIFYING ORDINANCE 3880

SHEET INDEX

CS.0	COVER SHEET, GOL SPEC, & INFORM.
A1.0	FLOOR PLAN (1ST. FLOOR)
A1.2	FLOOR PLAN (2ND. FLOOR)
A2.A	ROOF, FRONT, SIDE, & REAR ELEV. - A
A2.B	ROOF, FRONT, & SIDE ELEV. - B
	/ SECTION CUT
A2.C	ROOF, FRONT, & SIDE ELEV. - C
	/ SECTION CUT (ATTIC OPTION)
E1.0	ELECTRICAL PLAN
E1.2	ELECTRICAL LAYOUT (2ND FLR. & ATTIC OPT.)
M1.0	MECHANICAL PLAN
M2.0	MECHANICAL PLAN (3RD FLOOR ATTIC LOFT)
M3.0	MECHANICAL PLAN (3RD FLOOR ATTIC LOFT)
P1.0	PLUMBING PLAN
P2.0	PLUMBING PLAN (3RD FLOOR ATTIC LOFT)
G1.0	ALTERNATE GAS PIPING
G2.0	ALTERNATE GAS PIPING
S0.1	GENERAL STRUCTURAL NOTES
S0.2	GENERAL STRUCTURAL NOTES
S1.1	POST-TENSION FOUNDATION
S1.2	POST-TENSION FOUNDATION
S1.3	FLOOR AND LOW ROOF FRAMING
S1.4	ROOF FRAMING (ELEV. A, B, & C)
S1.5	ROOF FRAMING (ATTIC OPTION)
S2.1	FOUNDATION DETAILS
S3.1	FRAMING DETAILS
S3.2	FRAMING DETAILS
S3.3	FRAMING DETAILS
S3.4	FRAMING DETAILS
S3.5	FRAMING DETAILS

CONSULTANTS RESPONSIBLE

ARCHITECTURAL: RICHMOND AMERICAN
7250 West Post, Suite 212
Las Vegas, Nevada 89128
(702) 240-5600
(702) 240-5684 fax
Emmett Haney

ELECTRICAL: PREMIER ELECTRIC
5670 S. Hyne Rd. ste. B
Las Vegas, Nevada 89118
(702) 568-8400
(702) 568-8401 fax
Eric Simmons

MECHANICAL / PLUMBING: COMFORT ENGINEERING
3085 Rainbow Blvd., Suite 9
Las Vegas, Nevada 89120
(702) 367-8882
(702) 367-1676 fax
John Sperge

STRUCTURAL: BRENT WRIGHT CONSULTING ENGINEERS, INC.
7310 Smoke Ranch Rd., Suite F
Las Vegas, Nevada 89128
(702) 233-6408
(702) 233-1164 fax
Brent Wright

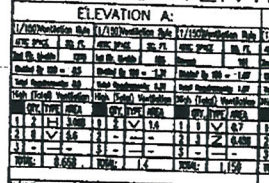
CONSTRUCTION ANALYSYS

CURRENT ZONING: R-1
OCCUPANCY CLASSIFICATION: R-3/R-1
TYPE OF CONSTRUCTION: TYPE VB - NON SPRINKLERED

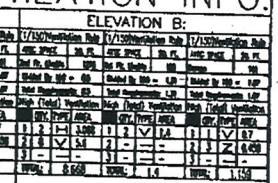
NOTE:
SPECIAL INSPECTION FOR EPOXY BOLTING
DONE BY GEO TEC, SOIL ENGINEERS
6850 ESCONDIDO ST. SUITE A, LAS VEGAS, NV. 89119

ATTIC VENTILATION INFO.

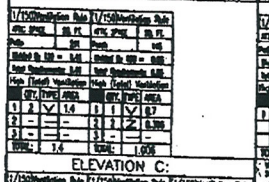
ELEVATION A:

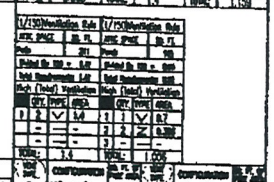


ELEVATION B:



ELEVATION C:





VENTILATION AREA FORMULA (Garage + Livable + Porch + Patio (Sq.Ft.)= Total Sq.Ft. (Total Sq. Ft.)) / (300) or (150) = FREE VENT AREA

ALL ATTIC VENTILATION SHALL COMPLY w/ 2000 IRC SECTION R806

SQUARE FOOTAGES

1st FLOOR LIVING AREA	1856
2nd FLOOR LIVING AREA	1778
TOTAL LIVING AREA	3634
Garage Area	458
Covered Entry (A - elevation)	28
Covered Porch (B & C elevation)	145
Options Available:	
Covered Patio	182
Fireplace with Media niche	35
Deck	208
Attic w/in w/o bedroom	438
TOTAL FOOTPRINT	3634

SCHEDULE OF ADDITIONS

SPEC	ELEMENT	SQ. FT.	COMMENTS
1	Covered Entry	28	
	Patio Slab	182	
	Fireplace	35	
	Deck	208	
	Attic	438	
	Bath	30-0.5	
		30-0.5	
	Utility	30-0.5	
	Bath	30-0.5	
	Patio Cover	30-0.5	
	Fireplace		

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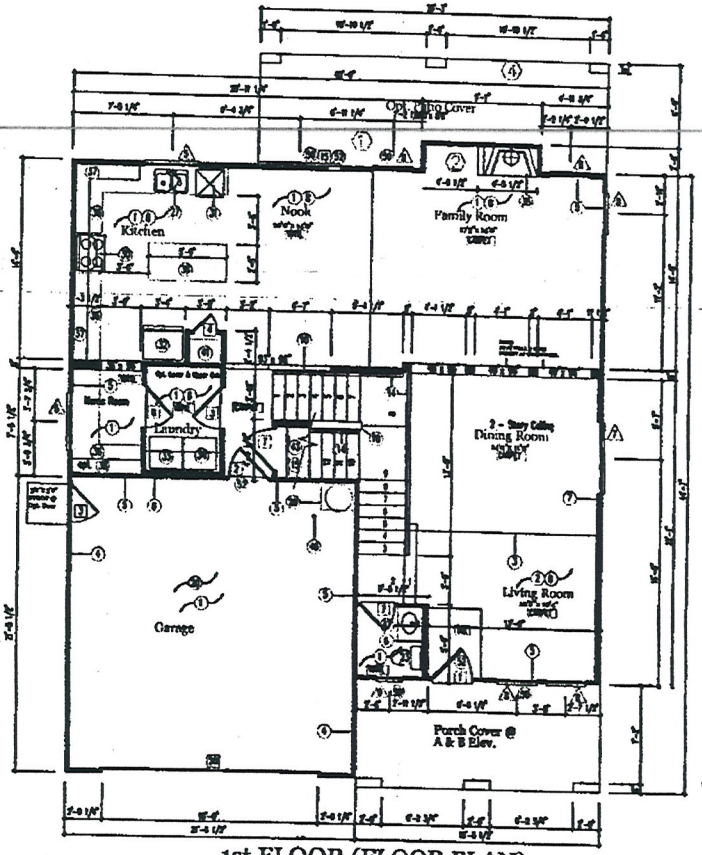
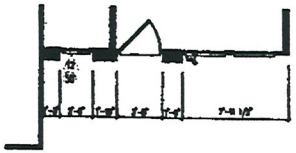
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

GENERAL SPECIFICATIONS, ATTIC VENTILATION INFO. & MISC. INFORMATION

PLAN # 4021
ELEVATION CIVANO
4016CS
SHEET No. CS



1st FLOOR (FLOOR PLAN)



Floor plan of C Elev.

KEYNOTES

Framing - Drywall

Plumbing Fixtures

Appliances

Cabinets - Shelves

Foundations - Finishes - Misc.

DOOR SCHED.

WDW. SCHED.

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RICHMOND AMERICAN HOMES
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FLOOR PLAN (1st Floor) w/ OPTIONS

E.D.H.

4021

CIVANO

4021a1

A1

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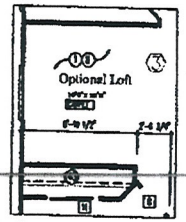
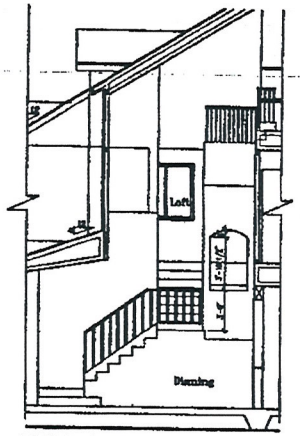
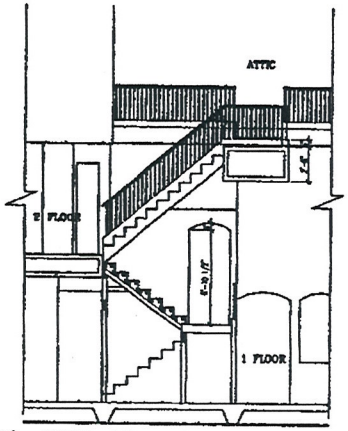


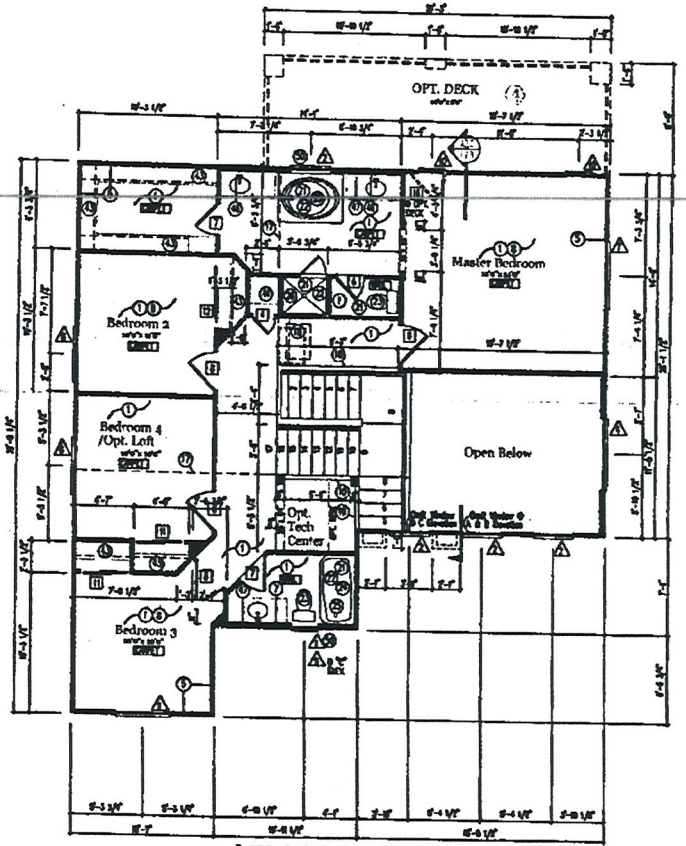
2nd FLOOR (OPT. LOFT)



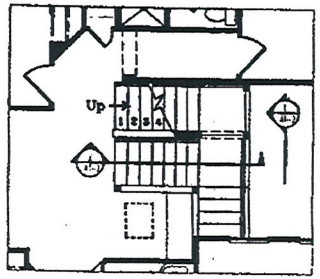
(1)-ATTIC STAIR ELEVATION DETAIL



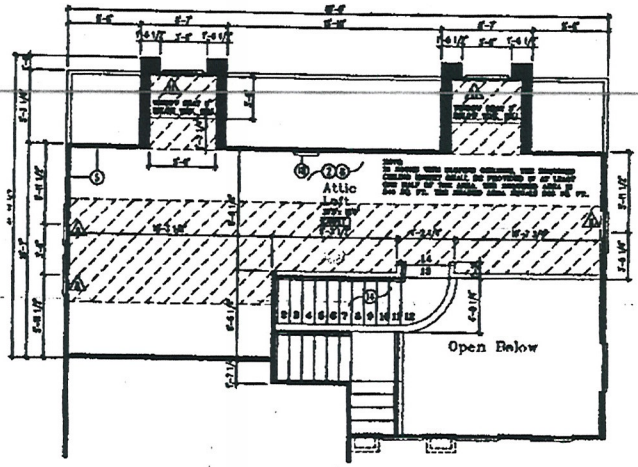
(2)-ATTIC STAIR ELEVATION DETAIL



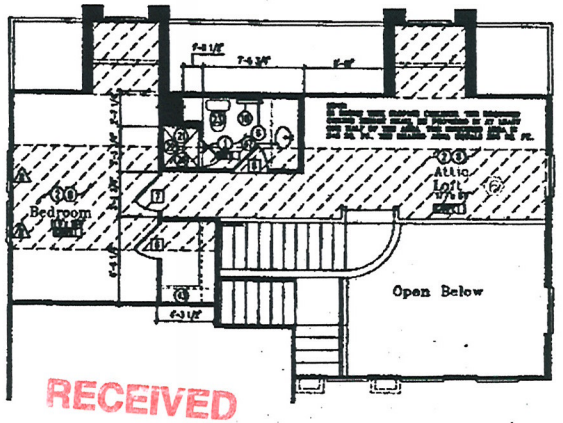
2nd FLOOR (FLOOR PLAN)



STAIRS TO 3RD FLR. OPT. ATTIC



Optional 3rd Floor Attic Loft



Optional 3rd Floor Attic Loft w/ Bedroom

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FLOOR PLAN (SECOND FLOOR) / FLOOR PLAN (ATTIC OPTION)

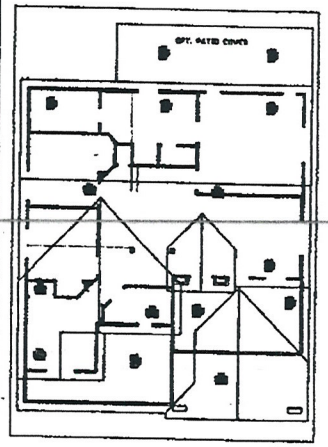
E.D.H.

4021

CIVANO

4021a1-2

A1-2

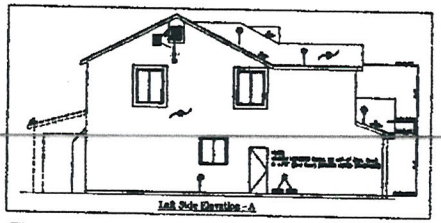


ROOF LAYOUT

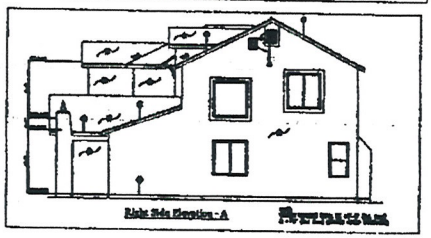


Front Elevation - A

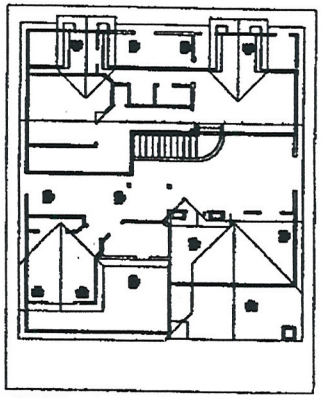
NOTE:
WINDOW HEADERS SHALL BE +6'-0" (1st. floor) & +7'6" (2nd floor) (UNLESS NOTED OTHERWISE)



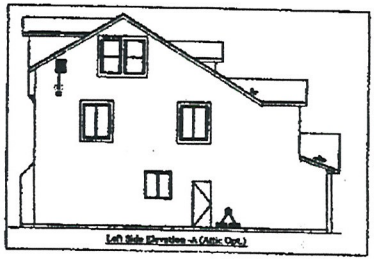
Left Side Elevation - A



Right Side Elevation - A



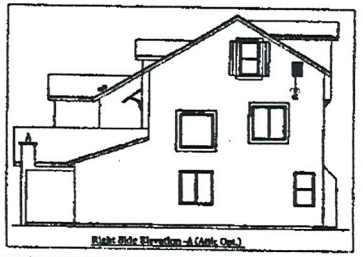
ROOF LAYOUT(ATTIC OPT.)



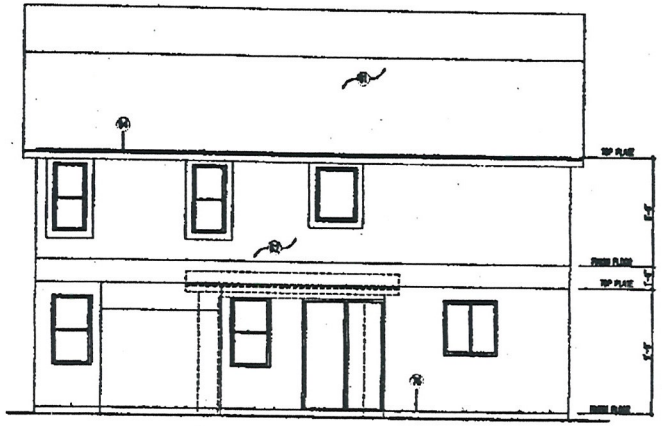
Left Side Elevation - A (Attic Opt.)

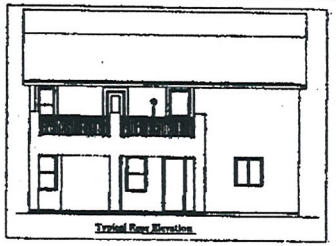


Front Elevation - A (attic option)

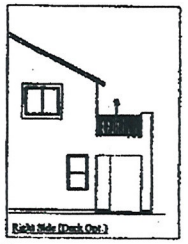


Right Side Elevation - A (Attic Opt.)

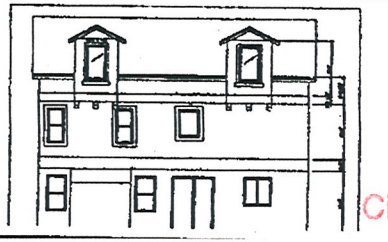




Typical Roof Elevation



Right Side (Deck Opt.)



KEYNOTES

1. FOAM APPLICATIONS SHALL COMPLY PER 2000 IRC SECTION R318
2. WINDOW HEADERS SHALL BE @ 7'-6" (UNLESS NOTED OTHERWISE)
3. SEE COVER SHEET FOR ATTIC VENTILATION CALCULATIONS
4. PLATE HEIGHT = 8'1"(1st flr) & 8'1"(2nd flr)

VENT SCHED.

1. ROOF VENTILATION SHALL COMPLY PER 2000 IRC - R806
- SEE COVER SHEET FOR INFORMATION ON REQUIRED ATTIC VENTILATION

A	12"x12"	B	12"x12"	C	14"x14"	D	14"x14"
E	14"x14"	F	14"x14"	G	16"x16"	H	16"x16"
I	20"x20"	J	20"x20"	K	24"x24"	L	24"x24"
M	30"x30"	N	30"x30"	O	6" TIE	P	6" TIE
Q	12" ROUND	R	12" ROUND	S	12" RIDGE ROUND	T	12" RIDGE ROUND
U	CORNER VENT	V	CLEANED TILE	W	2-2'0" RIDGE BLK.	X	2-2'0" RIDGE BLK.
Y	4-2'0" RIDGE BLK.	Z	3'x20" SCREEN				

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RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON
LAS VEGAS & NORTH LAS VEGAS

ROOF PLAN / FRONT, REAR, SIDE OF ELEVATION - A
(ATTIC OPTION)

E.D.H.
DATE: 08/04/03

PLAN #: 4021

SUBDIVISION: CIVANO

4021a2-A

SHEET No.: A2-A

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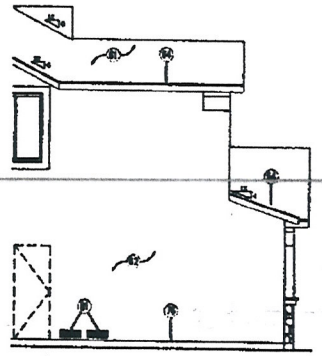
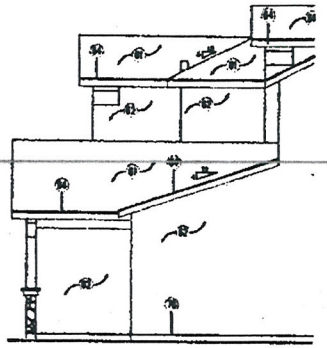


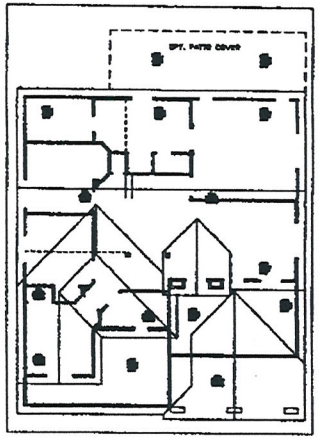
Left Side Elevation - B



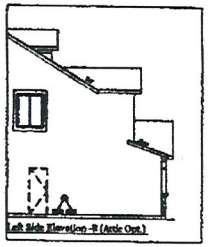
Front Elevation - B



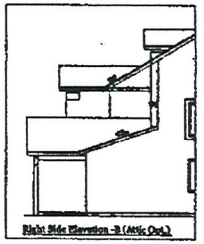
Right Side Elevation - B

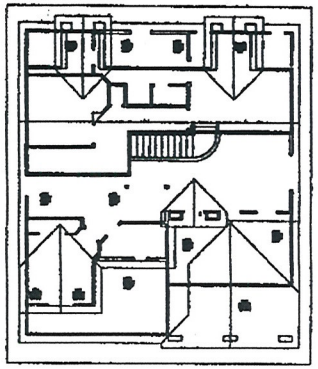


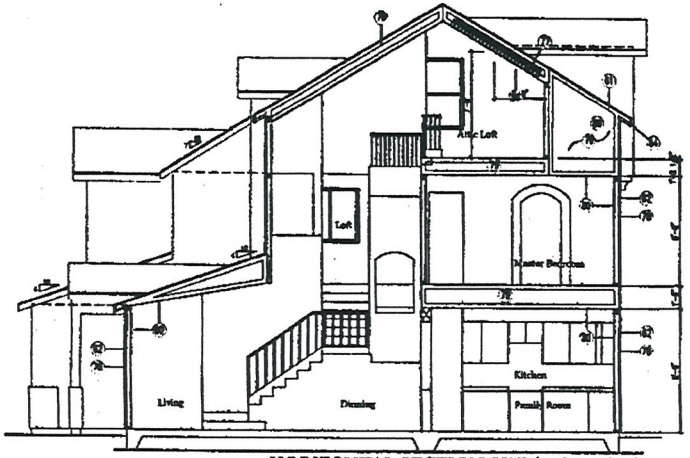
ROOF LAYOUT-B



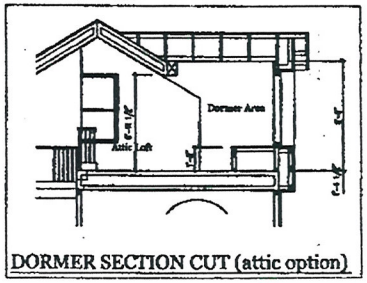








HORIZONTAL SECTION CUT (attic option)



DORMER SECTION CUT (attic option)

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CLARK COUNTY - HENDERSON
LAS VEGAS & NORTH LAS VEGAS

ROOF PLAN / FRONT & SIDE OF ELEVATION - B
(ATTIC OPTION)

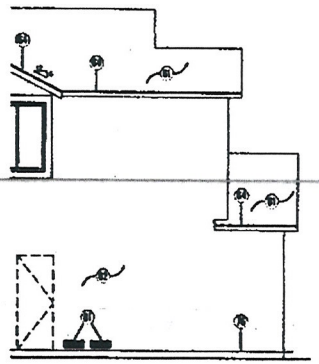
C.O.Y.

4021

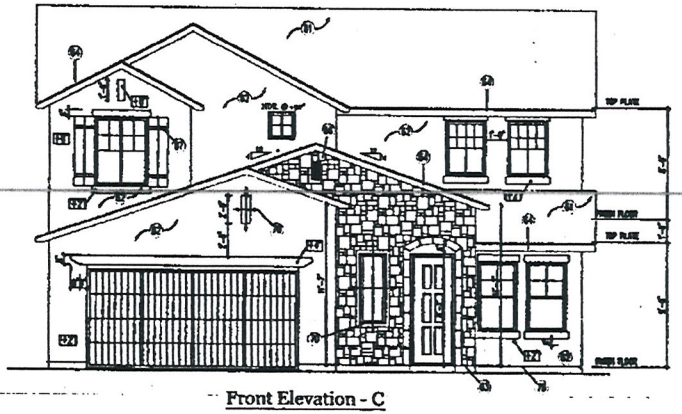
CAVANO

4021e2-B

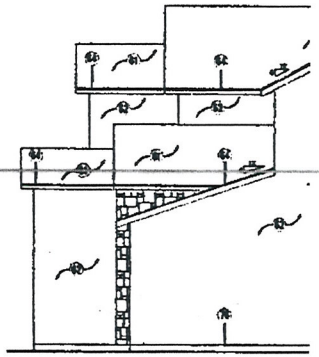
A2-B



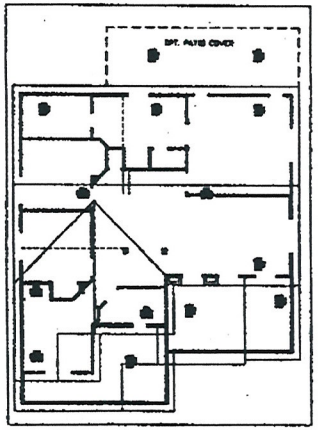
Left Side Elevation - C



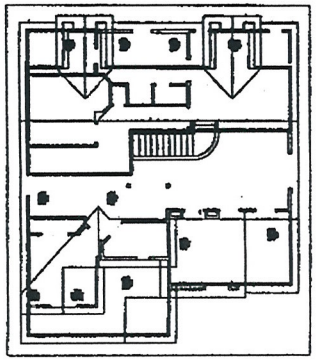
Front Elevation - C

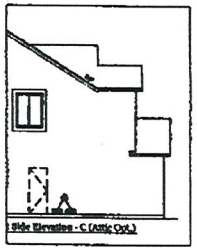


Right Side Elevation - C

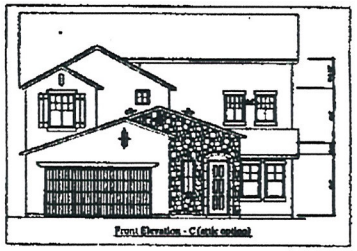


ROOF LAYOUT-C

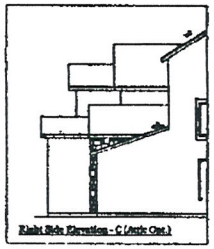




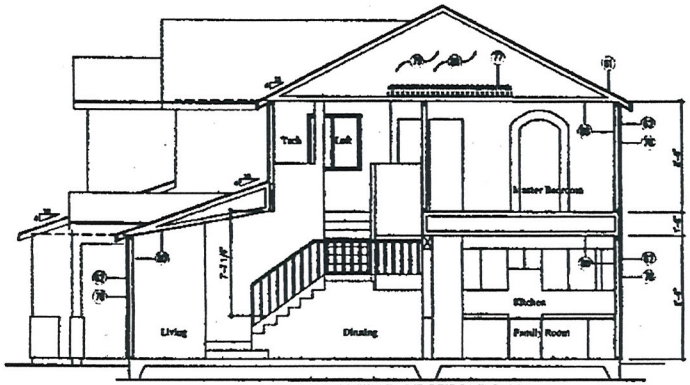
Side Elevation - C (Attic Opt.)



Front Elevation - C (attic option)



Right Side Elevation - C (Attic Opt.)



HORIZONTAL SECTION CUT

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ROOF PLAN / FRONT & SIDE OF ELEVATION - C
(ATTIC OPTION)

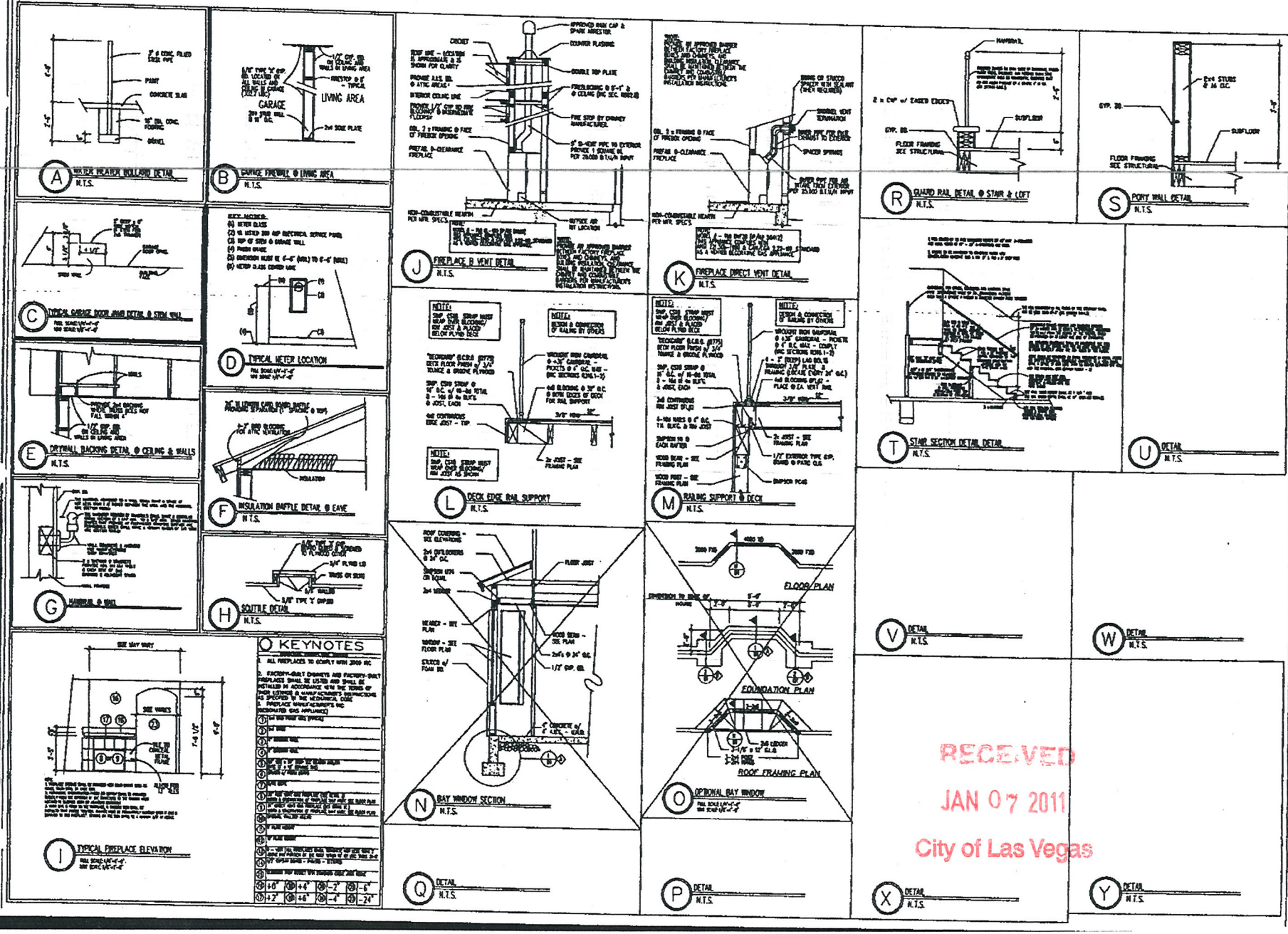
E.D.H.

4021

GIVANO

4021a2-C

A2-C



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RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

DETAIL
SHEET

E.D.H.

4021

CIVANO

D1

JAN 07 2011
City of Las Vegas

CIVANO

CLARK COUNTY

Model # 4022

GENERAL SPECIFICATIONS

SUMMARY OF WORK

IN THE PREPERATION OF THIS UNIT AN EFFORT HAS BEEN MADE TO SEGREGATE THE VARIOUS BRANCHES OF THE WORK UNDER HEADINGS, BY TRADES. THIS IS DONE ONLY FOR CONVENIENCE AND SHALL NOT RELIEVE THE SUBCONTRACTOR OF THE RESPONSIBILITY OF FURNISHING EVERY ITEM INDICATED OR SPECIFIED WHETHER PROPERLY SEGREGATED OR NOT.

THESE SET OF DOCUMENTS ARE PREPARED IN ACCORDANCE WITH:
2000 INTERNATIONAL RESIDENTIAL CODE
2000 UNIFORM MECHANICAL CODE WITH MODIFYING ORDINANCE 5093
2000 UNIFORM PLUMBING CODE
2002 NATIONAL ELECTRICAL CODE
1992 MODEL ENERGY WITH MODIFYING ORDINANCE 3880

SHEET INDEX

CS.0	COVER SHEET, GEN. SPEC. & INFORM.
A1.0	FLOOR PLAN (1ST. FLOOR)
A1.2	FLOOR PLAN (2ND. FLOOR)
A2.A	ROOF, FRONT, SIDE, & REAR ELEV. - A
A2.B	ROOF, FRONT, & SIDE ELEV. - B
	/ SECTION CUT
A2.C	ROOF, FRONT, & SIDE ELEV. - C
	SD SECTIONAL (SPACE/OPTIONS)
D1.0	DETAIL SHEET
E1.0	ELECTRICAL PLAN
M1.0	MECHANICAL PLAN
M2.0	MECHANICAL PLAN (3RD FLOOR ATTIC LOFT)
M3.0	MECHANICAL PLAN (3RD FLOOR ATTIC LOFT)
P1.0	PLUMBING PLAN
P2.0	PLUMBING PLAN (3RD FLOOR ATTIC LOFT)
G1.0	ALTERNATE GAS PIPING
G2.0	ALTERNATE GAS PIPING
S0.1	GENERAL STRUCTURAL NOTES
S0.2	GENERAL STRUCTURAL NOTES
S5.1	POST-TENSION FOUNDATION
S5.2	POST-TENSION FOUNDATION
S5.3	FLOOR & LOW ROOF FRAMING
S5.4	PARTIAL FLOOR & LOW ROOF FRAMING
S5.5	ROOF FRAMING
S5.6	ROOF FRAMING (ATTIC OPTION)
S7.1	FOUNDATION DETAILS
S8.1	FRAMING DETAILS
S8.2	FRAMING DETAILS
S8.3	FRAMING DETAILS
S8.4	FRAMING DETAILS

CONSULTANTS RESPONSIBLE

ARCHITECTURAL: RICHMOND AMERICAN
7250 West Post, Suite 212
Las Vegas, Nevada 89128
(702) 240-5600
(702) 240-5601 fax
Emmett Flurry

ELECTRICAL: PREMIER ELECTRIC
5670 S. Eastern Rd. ste. H
Las Vegas, Nevada 89119
(702) 568-9400
(702) 568-9401 fax
Eric Simmons

MECHANICAL / PLUMBING: COMFORT ENGINEERING
3055 Rainbow Blvd., Suite 9
Las Vegas, Nevada 89128
(702) 367-8882
(702) 367-1076 fax
John Sparge

STRUCTURAL: BRENT WRIGHT CONSULTING ENGINEERS, INC.
7310 Smoke Ranch Rd., Suite P
Las Vegas, Nevada 89128
(702) 233-6400
(702) 233-1164 fax
Brent Wright

CONSTRUCTION ANALISYS

CURRENT ZONING: R-1
OCCUPANCY CLASSIFICATION: R-3/U-1
TYPE OF CONSTRUCTION: TYPE VB - NON SPRINKLERED

NOTE:
SPECIAL INSPECTION FOR EPOXY BOLTING
DONE BY GEO TEC, SOIL ENGINEERS
6050 ESCONDIDO ST. SUITE A, LAS VEGAS, NV. 89119

ATTIC VENTILATION INFO.

ELEVATION A:

	QTY.	TYPE	AREA
1	2	K	5.40
2	1	V	2.8
3	-	-	-
TOTAL:			8.20

	QTY.	TYPE	AREA
1	1	V	1.4
2	1	V	2.1
3	2	N	0.388
TOTAL:			1.4

	QTY.	TYPE	AREA
1	2	V	1.4
2	2	V	2.1
3	2	N	0.388
TOTAL:			2.41

ELEVATION B:

	QTY.	TYPE	AREA
1	2	K	5.40
2	4	V	2.8
3	-	-	-
TOTAL:			8.20

	QTY.	TYPE	AREA
1	1	V	1.4
2	2	V	2.1
3	2	N	0.388
TOTAL:			1.4

	QTY.	TYPE	AREA
1	3	V	2.1
2	2	V	2.2
3	2	N	0.388
TOTAL:			2.41

ELEVATION C:

	QTY.	TYPE	AREA
1	2	N	0.153
2	-	-	-
3	-	-	-
TOTAL:			0.153

	QTY.	TYPE	AREA
1	1	V	1.4
2	1	V	0.7
3	2	N	0.388
TOTAL:			1.4

	QTY.	TYPE	AREA
1	1	V	0.7
2	1	V	1.4
3	2	N	0.388
TOTAL:			1.01

	QTY.	TYPE	AREA
1	2	K	5.40
2	1	V	1.4
3	2	N	0.388
TOTAL:			7.41

	QTY.	TYPE	AREA
1	1	N	0.153
2	-	-	-
3	-	-	-
TOTAL:			0.153

	QTY.	TYPE	AREA
1	1	V	1.4
2	1	V	0.7
3	2	N	0.388
TOTAL:			1.4

	QTY.	TYPE	AREA
1	1	V	0.7
2	1	V	1.4
3	2	N	0.388
TOTAL:			1.01

	QTY.	TYPE	AREA
1	2	K	5.40
2	1	V	1.4
3	2	N	0.388
TOTAL:			7.41

	QTY.	TYPE	AREA
1	1	N	0.153
2	-	-	-
3	-	-	-
TOTAL:			0.153

	QTY.	TYPE	AREA
1	1	V	1.4
2	1	V	0.7
3	2	N	0.388
TOTAL:			1.4

	QTY.	TYPE	AREA
1	1	V	0.7
2	1	V	1.4
3	2	N	0.388
TOTAL:			1.01

	CONFIGURATION	SQ. FT.	AREA
A	12' x 17'	204	0.378
B	14' x 17'	238	0.441
C	16' x 17'	272	0.504
D	18' x 17'	306	0.567
E	20' x 17'	340	0.630
F	22' x 17'	374	0.693
G	24' x 17'	408	0.756
H	26' x 17'	442	0.819
I	28' x 17'	476	0.882
J	30' x 17'	510	0.945
K	32' x 17'	544	1.008
L	34' x 17'	578	1.071
M	36' x 17'	612	1.134

	CONFIGURATION	SQ. FT.	AREA
N	12' x 30'	360	0.667
O	14' x 30'	420	0.778
P	16' x 30'	480	0.889
Q	18' x 30'	540	1.000
R	20' x 30'	600	1.111
S	22' x 30'	660	1.222
T	24' x 30'	720	1.333
U	26' x 30'	780	1.444
V	28' x 30'	840	1.556
W	30' x 30'	900	1.667
X	32' x 30'	960	1.778
Y	34' x 30'	1020	1.889
Z	36' x 30'	1080	2.000

Garage + Livable + Porch + Patio (Sq.Ft.)= Total Sq.Ft.

VENTILATION AREA FORMULA $\frac{\text{(total Sq. ft.)}}{(300) \text{ or } (150)}$ = FREE VENT AREA

ALL ATTIC VENTILATION SHALL COMPLY w/ 2000 IRC SECTION R806

SQUARE FOOTAGES

1ST FLOOR LIVING AREA	1206
2nd FLOOR LIVING AREA	1957
TOTAL LIVING AREA	3163
Garage Area	436
Porch Area	99
Options Available:	
Covered Patio	136
1 Car Garage	172
Attic	465
Bath	146
WITH OPTIONS	3651

SCHEDULE OF ADDITIONS

PLAN No.	DESCRIPTION	SQ. FT. OF GARAGE	COMMENTS
1	Covered Patio 8x8	64 S.F.	-
2	1 Car Garage	172	-
3	Bath	146	-
4	Fireplace	N/A	-
5	Attic	465	-
6	Entry Arch Options	N/A	-
7	Bay Window	24	-
8	Window Pockets	48-SS	-
9	Corbels	48-SS	-
10	Cultured Stone	48-SS	-
11	Brick	48-SS	-
12	Attic Loft	48-SS	-
13	Attic Loft Option	48-SS	-

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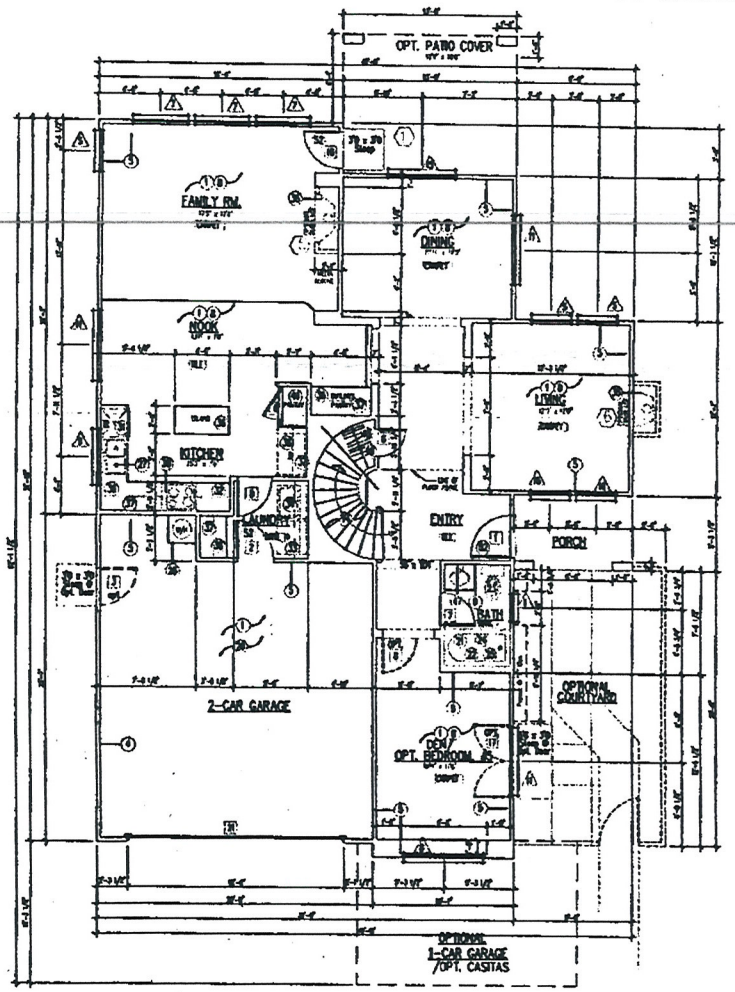
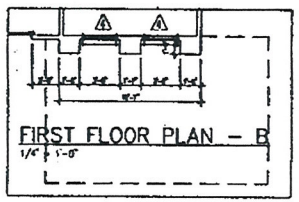
COVER SHEET
MISC. INFORMATION

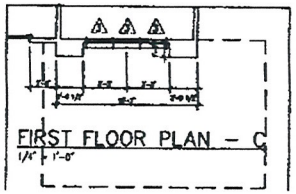
DRAWN BY: E.D.M.
DATE: 08/24/03

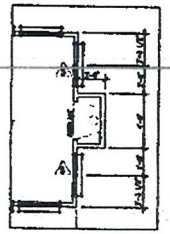
PLAN #: 4022
ELEVATIONS: CIVANO
4022CS
SHEET No.: CS



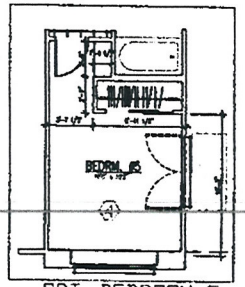
FIRST FLOOR PLAN
1/4" = 1'-0"



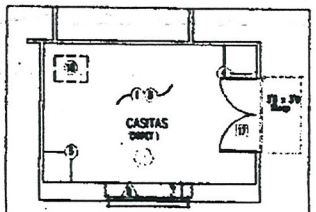




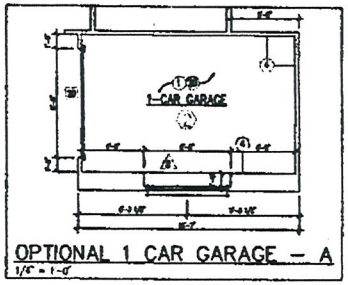
OPTIONAL FIREPLACE @ LIVING ROOM



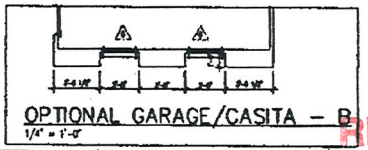
OPT. BEDROOM 5



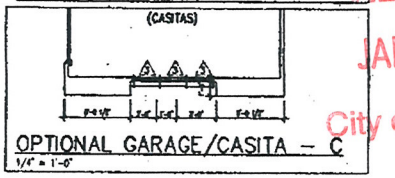
OPTIONAL CASITA – A
1/4" = 1'-0"



OPTIONAL 1 CAR GARAGE – A
1/4" = 1'-0"



OPTIONAL GARAGE/CASITA – B
1/4" = 1'-0"



OPTIONAL GARAGE/CASITA – C
1/4" = 1'-0"

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KEYNOTES

1. LUMBER SHALL BEAR APPROVED STAMP AND MEET ALL 1995 N.D.S. STANDARDS.

Framing – Drywall

Plumbing Fixtures

Appliances

Cabinets – Shelves

Foundations – Finishes – Misc.

DOOR SCHED.

A = MIN. 6' 1 3/4" SOLID CORE WITH SELF CLOSER AND 30MIN FITTING THRESHOLD ONE-HOUR FIRE-RESISTIVE MATERIAL ON GARAGE SIDE
B = SOLID CORE
C = HOLLOW CORE
D = TEMPERED GLASS
E = TEMPERED GLASS – 1-LITE FRENCH SWING DOOR.
F = GARAGE DOOR (SEE ELEV. APPEARANCE) (SEE DETAIL C/A FOR GARAGE DOOR JAMB)

	1	D			
	1	A			
	1	D			
	A	C			
	1	C			
	3	C			
	6	C			
	7	C			
	8	C			
	8	C			
	3	C			
	2	C			
	8	C			
	8	D			
	8	D			
	3	E			
	1	E			
	8	C			
	8	C			
	1	F			
	1	F			
	8	C			
	8				

WDW. SCHED.

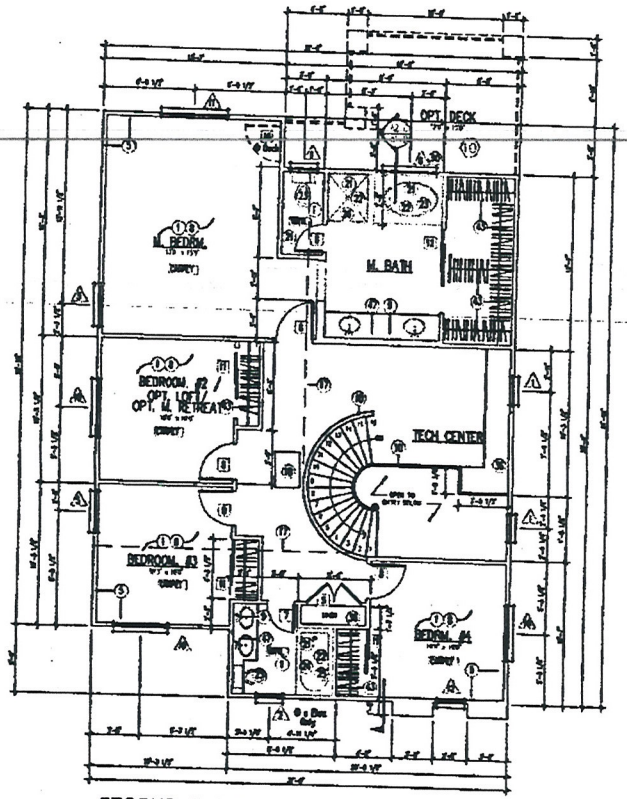
A = ALUMINUM FRAME, PROVIDE CLEAR GLAZING AND POSITIVE LOCKING MECHANISM.
B = SAME AS "A" – TEMPERED GLASS.
C = SAME AS "A" – TEMPERED GLASS BOTTOM SASH ONLY.

NOTE: THE ACTIVE PANE OF ALL WINDOWS INDICATED "Y" LOCATED IN BEDROOMS SHALL HAVE A MIN. NET CLEAR OPENABLE AREA OF 5.7 SQUARE FT., A MIN. NET CLEAR OPENABLE WIDTH OF 24", A MIN. NET CLEAR OPENABLE HEIGHT OF 24", AND THE FINISHED SILL HEIGHT NOT MORE THAN 44" ABOVE FINISHED FLOOR

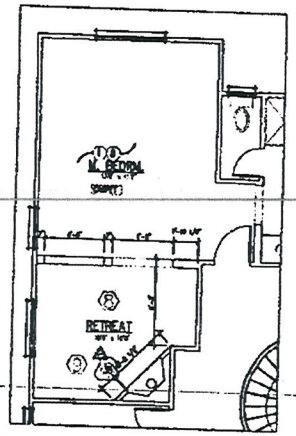
LIGHT AND VENTILATION REQUIREMENTS FOR ALL WINDOWS ARE TO COMPLY W/ 2003 IRC

GLASS IN HAZARDOUS AREAS AND ALL GLASS WITHIN 18 INCHES OF THE FLOOR SHALL BE SAFETY GLASS, 2003 IRC (SECTION R308.4)

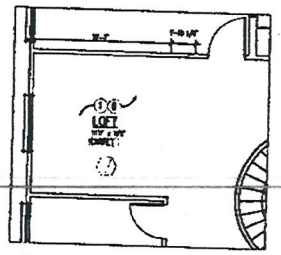
	4	A				
	1	A				
	3	A				
	2	A				
	7	A				
	1	A				
	2	A				
	1	A				
	1	A				
	3	A				
	8	A				
	1	A				
	1	A				
	1	A				
	2	A				



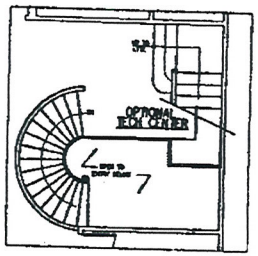
SECOND FLOOR PLAN
1/4" = 1'-0"



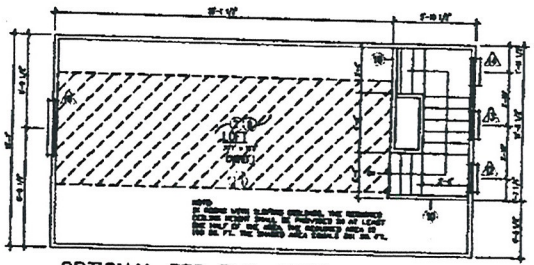
2ND FLOOR OPT. MASTER RETREAT



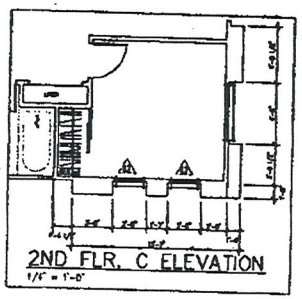
2ND FLOOR OPT. LOFT



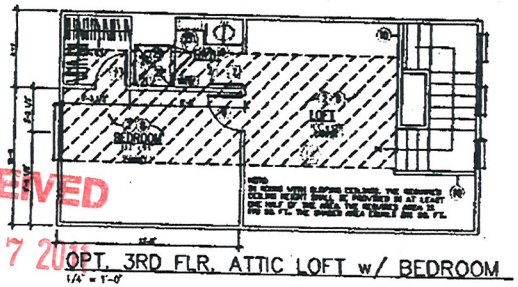
STAIRS TO OPT. 3RD FLR. ATTIC



OPTIONAL 3RD FLR. ATTIC LOFT
1/4" = 1'-0"



2ND FLR. C ELEVATION
1/4" = 1'-0"



OPT. 3RD FLR. ATTIC LOFT w/ BEDROOM
1/4" = 1'-0"

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LAS VEGAS, & NORTH LAS VEGAS

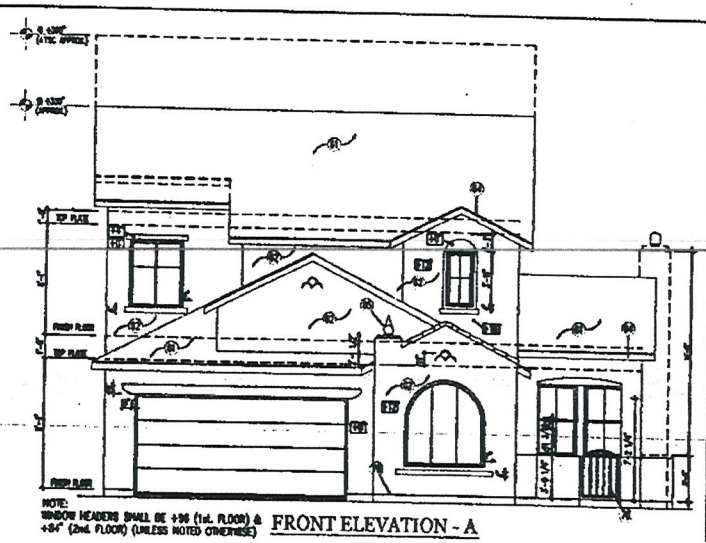
FLOOR PLAN (2nd FLOOR) w/ OPTIONS

PLAN # 4022

ELEVATION CANYO

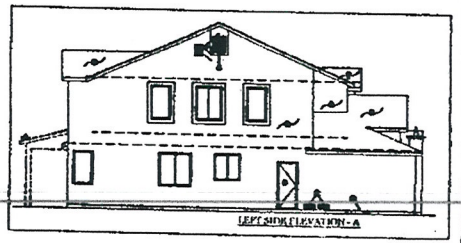
4022Rel-2

SHEET No. A1-2

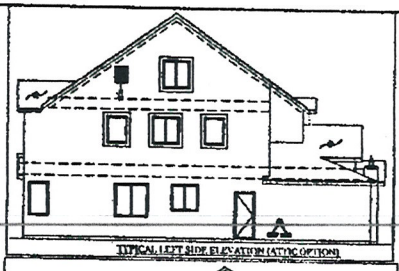


NOTE:
WINDOW HEADERS SHALL BE +96 (1st. FLOOR) &
+84" (2nd. FLOOR) (UNLESS NOTED OTHERWISE)

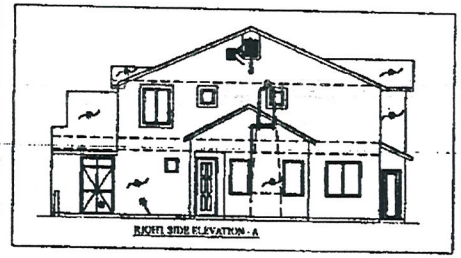
FRONT ELEVATION - A



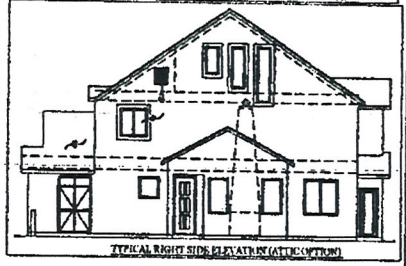
LEFT SIDE ELEVATION - A



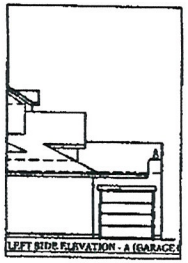
TYPICAL LEFT SIDE ELEVATION (ATTIC OPTION)



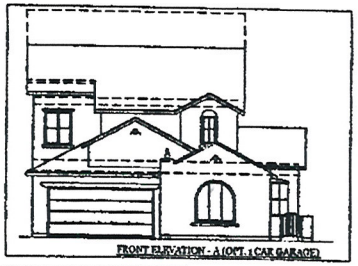
RIGHT SIDE ELEVATION - A



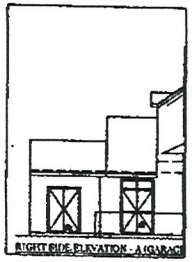
TYPICAL RIGHT SIDE ELEVATION (ATTIC OPTION)



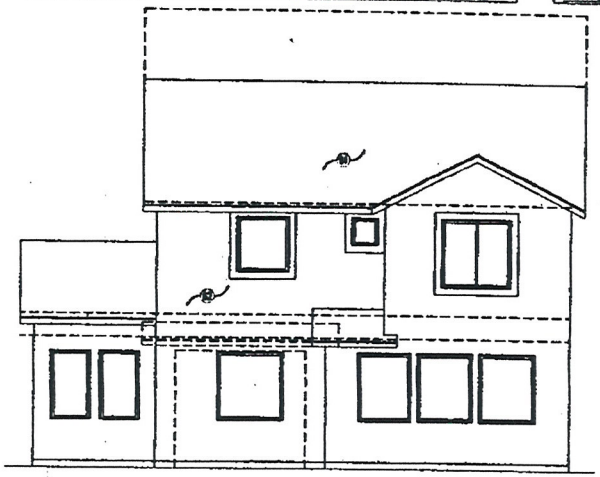
LEFT SIDE ELEVATION - A (GARAGE)

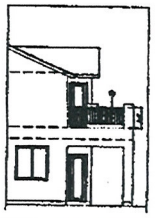


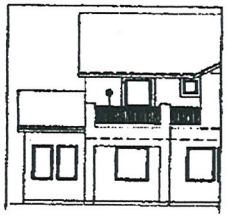
FRONT ELEVATION - A (OPT. 1 CAR GARAGE)

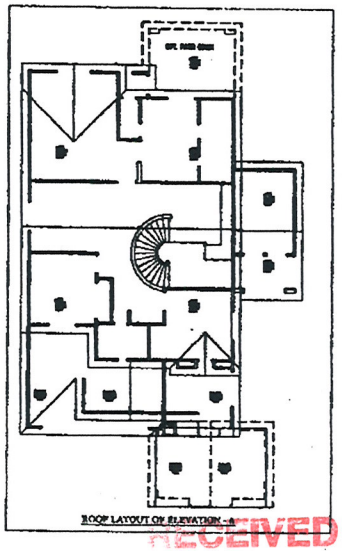


RIGHT SIDE ELEVATION - A (GARAGE)









ROOF LAYOUT OF ELEVATION - A

KEYNOTES

1. FOAM APPLICATIONS SHALL COMPLY PER 2009 IRC SECTION R316
2. WINDOW HEADERS SHALL BE @ 7'-6" (UNLESS NOTED OTHERWISE)
3. SEE COVER SHEET FOR ATTIC VENTILATION CALCULATIONS
4. PLATE HEIGHT = 9'1"(1st flr) & 8'1"(2nd flr)

VENT SCHED.

1. ROOF VENTILATION SHALL COMPLY PER 2009 IRC - R806
- SEE COVER SHEET FOR INFORMATION OR REQUIRED ATTIC VENTILATION

A	sq.ft.	B	sq.ft.	C	sq.ft.	D	sq.ft.
E	sq.ft.	F	sq.ft.	G	sq.ft.	H	sq.ft.
I	sq.ft.	J	sq.ft.	K	sq.ft.	L	sq.ft.
M	sq.ft.	N	sq.ft.	O	sq. in.	P	sq. in.
Q	GABLE VENT	R	RIDGE VENT	S	SOFFIT VENT	T	18" WIDE RIDGE VENT
U	CONCRETE ROOF	V	CLOSED VALLEY	W	2-PLY SBS R.C.	X	2-PLY SBS R.C.
Y	4-PLY SBS R.C.	Z	3-TAB SHINGLE				

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ROOF LAYOUT / FRONT, REAR, & SIDE OF ELEVATION - A

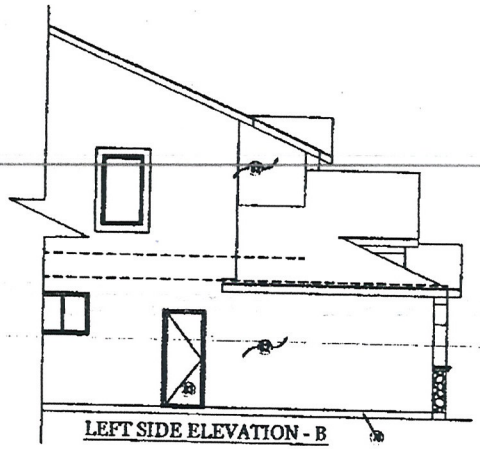
Drawn By: E.L.D.H.
Date: 10/26/10

Plan #: 4022

Elevation: CIMMO

402202-A

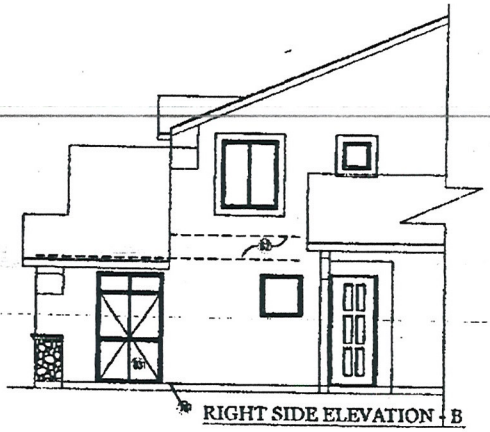
Sheet No.: A2-A



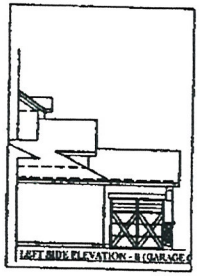
LEFT SIDE ELEVATION - B



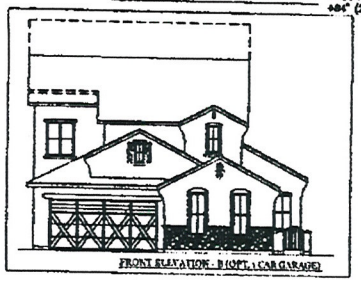
FRONT ELEVATION - B



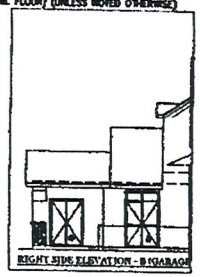
RIGHT SIDE ELEVATION - B



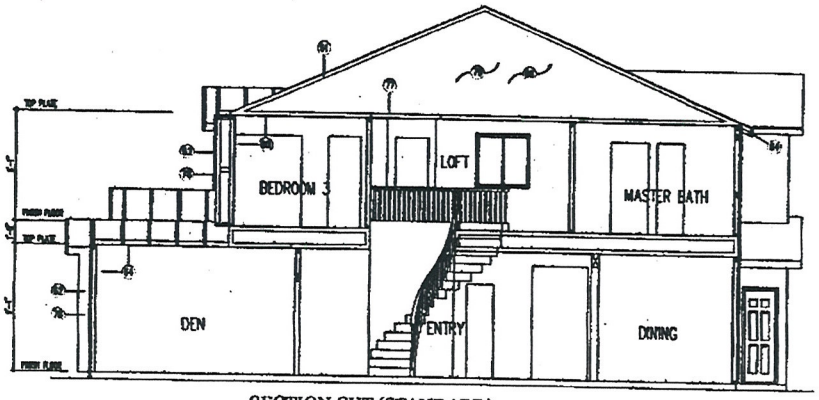
LEFT SIDE ELEVATION - B (GARAGE)



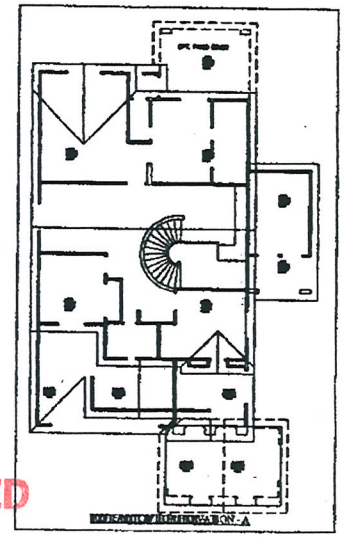
FRONT ELEVATION - B (OPT. 1 CAR GARAGE)



RIGHT SIDE ELEVATION - B (GARAGE)



SECTION CUT (STANDARD)



ROOF LAYOUT / FRONT, REAR, & SIDE OF ELEVATION - B

SECTION CUT

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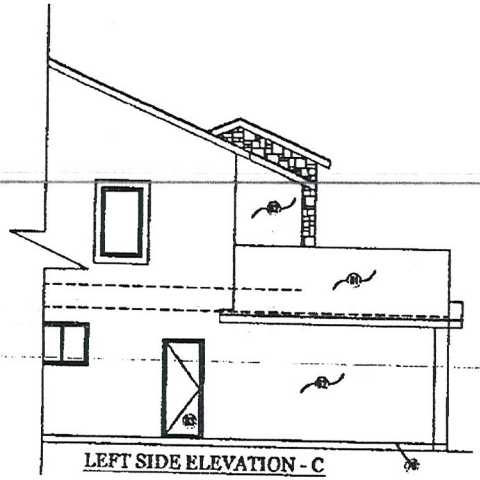
4022

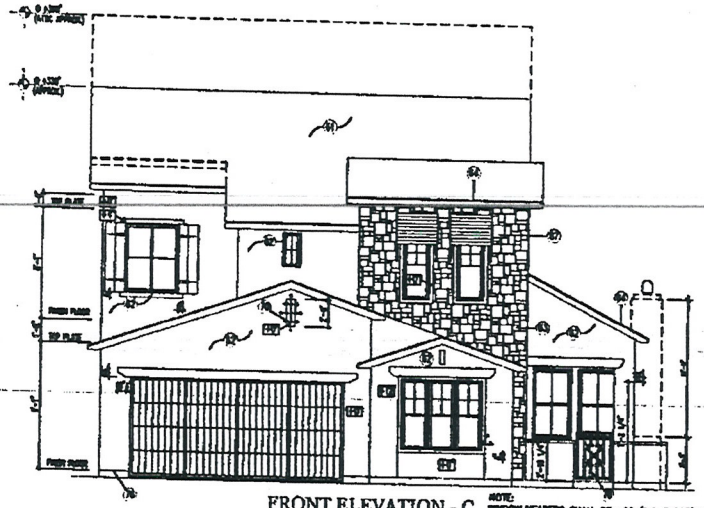
CIVANO

4022e2-B

A2-B

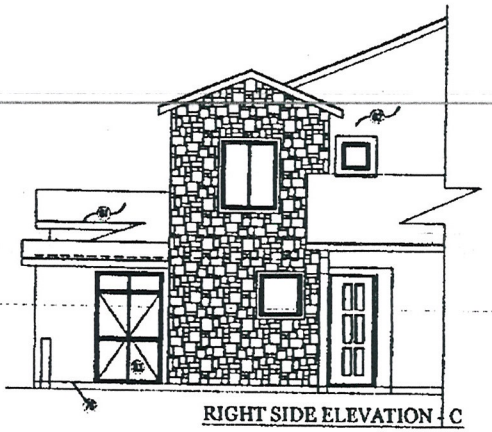


LEFT SIDE ELEVATION - C

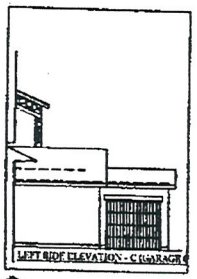


FRONT ELEVATION - C

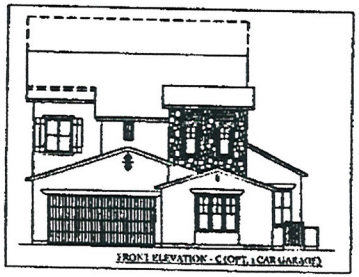
NOTE:
WINDOW HEADERS SHALL BE +96 (1st. FLOOR) & +84" (2nd. FLOOR) (UNLESS NOTED OTHERWISE)



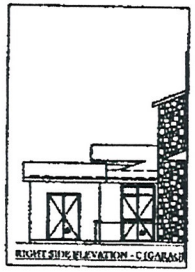
RIGHT SIDE ELEVATION - C



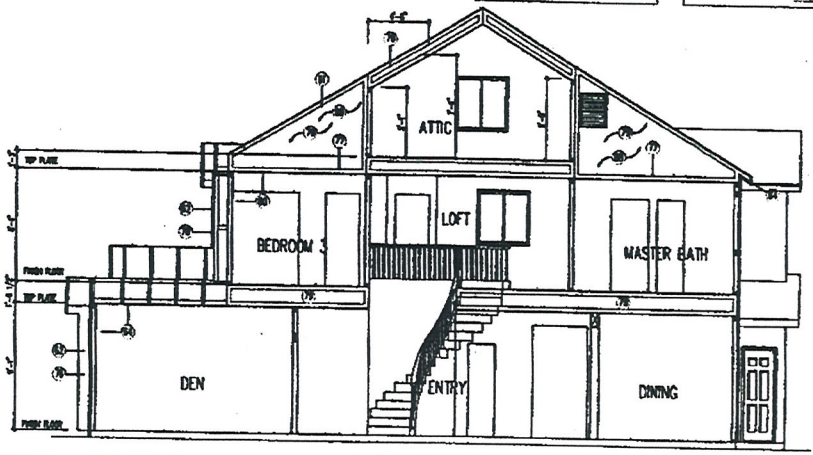
LEFT SIDE ELEVATION - C (GARAGE)

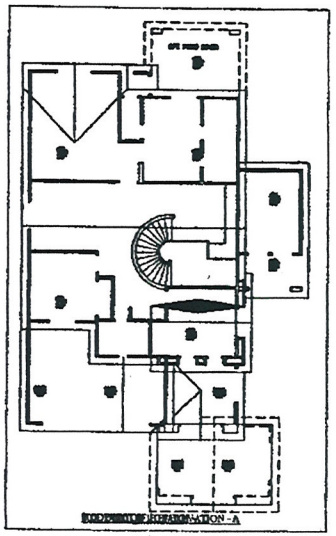


FRONT ELEVATION - C (OPT. 3 CAR GARAGE)



RIGHT SIDE ELEVATION - C (GARAGE)





ROOF LAYOUT / FRONT, REAR & SIDE OF ELEVATION - C

SECTION CUT

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RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON
LAS VEGAS, & NORTH LAS VEGAS

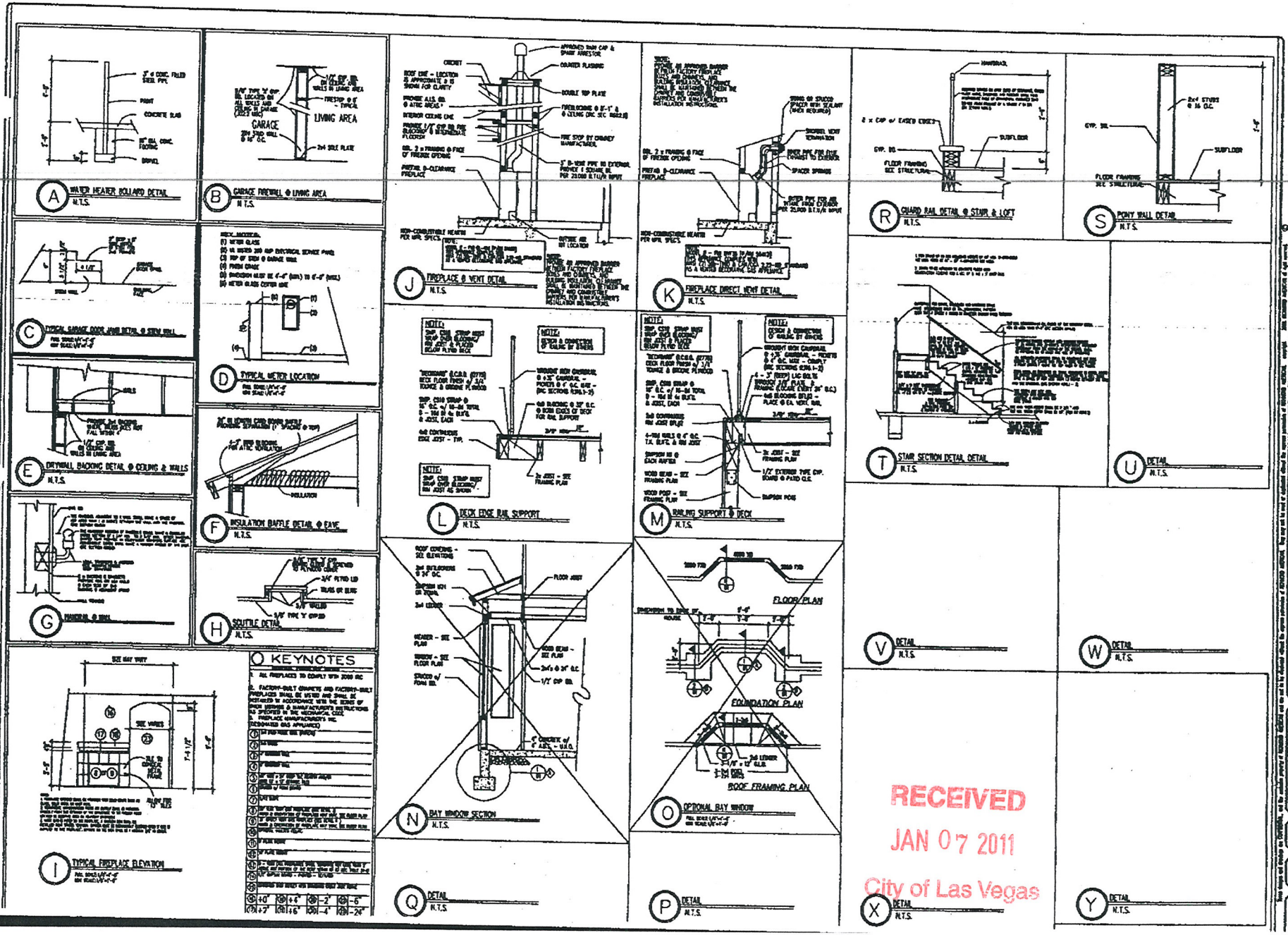
E.O.H.

PLAN # 4022

ELEVATION CAYANO

4022e2-C

SHEET # A2-C



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RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON
LAS VEGAS & NORTH LAS VEGAS

DETAIL
SHEET

E.D.H.
08/04/03

4022

CIVANO

402201

D1

CIVANO

CLARK COUNTY

Model # 4025

GENERAL SPECIFICATIONS

SUMMARY OF WORK

IN THE PREPERATION OF THIS UNIT AN EFFORT HAS BEEN MADE TO SEGREGATE THE VARIOUS BRANCHES OF THE WORK UNDER HEADINGS, BY TRADES. THIS IS DONE ONLY FOR CONVENIENCE AND SHALL NOT RELIEVE THE SUBCONTRACTOR OF THE RESPONSIBILITY OF FURNISHING EVERY ITEM INDICATED OR SPECIFIED WHETHER PROPERLY SEGREGATED OR NOT.

THESE SET OF DOCUMENTS ARE PREPARED IN ACCORDANCE WITH:
2000 INTERNATIONAL RESIDENTIAL CODE
2000 UNIFORM MECHANICAL CODE WITH MODIFYING ORDINANCE 5093
2000 UNIFORM PLUMBING CODE
2002 NATIONAL ELECTRICAL CODE
1992 MODEL ENERGY WITH MODIFYING ORDINANCE 3880

SHEET INDEX

CS.0	COVER SHEET, GEN. SPEC. & INFORM.
A1.0	FLOOR PLAN (1ST. FLOOR)
A1.2	FLOOR PLAN (2ND. FLOOR)
A2.A	FRONT, REAR, SIDE OF ELEVATION - A
A2.B	FRONT & SIDE PARTIALS OF ELEVATION - B
	/ SECTION CUT
A2.C	FRONT & SIDE PARTIALS OF ELEVATION - C
	/ SECTION CUT
D1.0	DETAIL SHEET
E1.0	ELECTRICAL PLAN
M1.0	MECHANICAL PLAN
M2.0	MECHANICAL PLAN (2ND FLOOR ATTIC LOFT)
P1.0	PLUMBING PLAN
P2.0	PLUMBING PLAN (2ND FLOOR ATTIC LOFT)
G1.0	ALTERNATE GAS PIPING
G2.0	ALTERNATE GAS PIPING
S0.1	GENERAL STRUCTURAL NOTES
S0.2	GENERAL STRUCTURAL NOTES
S6.1	POST-TENSION FOUNDATION
S6.2	POST-TENSION FOUNDATION
S6.3	LOW ROOF & FLOOR FRAMING
S6.4	PARTIAL ROOF & FLOOR FRAMING
S6.5	ROOF FRAMING
S6.6	ROOF FRAMING (OPTIONS)
S7.1	FOUNDATION DETAILS
S8.1	FRAMING DETAILS
S8.2	FRAMING DETAILS
S8.3	FRAMING DETAILS
S8.4	FRAMING DETAILS
S8.5	FRAMING DETAILS

CONSULTANTS RESPONSIBLE

ARCHITECTURAL: RICHMOND AMERICAN
7250 West Post, Suite 212
Las Vegas, Nevada 89128
(702) 240-5600
(702) 240-5601 fax
Everett Haney

ELECTRICAL: PREMIER ELECTRIC
5670 S. Hyss Rd. ste. H
Las Vegas, Nevada 89118
(702) 568-8408
(702) 568-8401 fax
Eric Simmons

MECHANICAL / PLUMBING: COMFORT ENGINEERING
3065 Rainbow Blvd., Suite 9
Las Vegas, Nevada 89128
(702) 367-0882
(702) 367-6076 fax
John Sparga

STRUCTURAL: BRENT WRIGHT CONSULTING ENGINEERS, INC.
7310 Smoke Ranch Rd., Suite P
Las Vegas, Nevada 89128
(702) 233-6400
(702) 233-1164 fax
Brent Wright

CONSTRUCTION ANALISYS

CURRENT ZONING: R-1
OCCUPANCY CLASSIFICATION: R-3/U-1
TYPE OF CONSTRUCTION: TYPE VB - NON SPRINKLERED

NOTE:
SPECIAL INSPECTION FOR EPOXY BOLTING
DONE BY CCI TEC, SOIL ENGINEERS
6050 ESCONDIDO ST. SUITE A, LAS VEGAS, NV. 89119

ATTIC VENTILATION INFO.

ELEVATION A:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Incl. FL. Vents	NET	Garage	380
Subtract for 100 = 0.65		Subtract for 100 = 0.65	
Total Requirements: 0.65		Total Requirements: 3.12	
High (Total) Ventilation		High (Total) Ventilation	
QTY. TYPE AREA		QTY. TYPE AREA	
1 2 H 3.000		1 6 V 2.8	
2 1 V 0.6		2 6 Z 0.612	
3 1 Z 1.224		3 - - -	
TOTAL: 10.5		TOTAL: 3.412	

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Patio	155	Porch	80
Subtract for 100 = 0.65		Subtract for 100 = 0.65	
Total Requirements: 0.65		Total Requirements: 0.65	
High (Total) Ventilation		High (Total) Ventilation	
QTY. TYPE AREA		QTY. TYPE AREA	
1 1 V 0.7		1 6 V 2.8	
2 1 Z 0.653		2 - - -	
3 - - -		3 - - -	
TOTAL: 0.653		TOTAL: 0.612	

ELEVATION B:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Incl. FL. Vents	NET	Garage	380
Subtract for 100 = 0.65		Subtract for 100 = 0.65	
Total Requirements: 0.65		Total Requirements: 3.12	
High (Total) Ventilation		High (Total) Ventilation	
QTY. TYPE AREA		QTY. TYPE AREA	
1 2 H 3.000		1 6 V 2.8	
2 1 V 0.6		2 6 Z 0.612	
3 1 Z 1.224		3 - - -	
TOTAL: 10.5		TOTAL: 3.412	

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Porch	135	Porch	80
Subtract for 100 = 0.65		Subtract for 100 = 0.65	
Total Requirements: 0.65		Total Requirements: 0.65	
High (Total) Ventilation		High (Total) Ventilation	
QTY. TYPE AREA		QTY. TYPE AREA	
1 1 V 0.7		1 1 Z 0.612	
2 1 Z 0.653		2 - - -	
3 - - -		3 - - -	
TOTAL: 0.653		TOTAL: 0.612	

ELEVATION C:

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Incl. FL. Vents	NET	Garage	380
Subtract for 100 = 0.65		Subtract for 100 = 0.65	
Total Requirements: 0.65		Total Requirements: 3.12	
High (Total) Ventilation		High (Total) Ventilation	
QTY. TYPE AREA		QTY. TYPE AREA	
1 2 H 3.000		1 6 V 2.8	
2 1 V 0.6		2 6 Z 0.612	
3 1 Z 1.224		3 - - -	
TOTAL: 10.5		TOTAL: 3.412	

1/150 Ventilation Rule		1/150 Ventilation Rule	
ATTIC SPACE	SQ. FT.	ATTIC SPACE	SQ. FT.
Patio	155	Porch	80
Subtract for 100 = 0.65		Subtract for 100 = 0.65	
Total Requirements: 0.65		Total Requirements: 0.65	
High (Total) Ventilation		High (Total) Ventilation	
QTY. TYPE AREA		QTY. TYPE AREA	
1 1 V 0.7		1 6 V 2.8	
2 1 Z 0.653		2 - - -	
3 - - -		3 - - -	
TOTAL: 0.653		TOTAL: 0.612	

VENT TYPE	CONFIGURATION	SQ. FT. OF VENT AREA
A	24" x 24"	3.375
B	24" x 12"	1.688
C	24" x 6"	0.844
D	24" x 4"	0.563
E	24" x 3"	0.422
F	24" x 2"	0.281
G	24" x 1"	0.141
H	12" x 24"	1.688
I	12" x 12"	0.844
J	12" x 6"	0.422
K	12" x 4"	0.281
L	12" x 3"	0.211
M	12" x 2"	0.141
N	12" x 1"	0.070
O	6" x 24"	0.844
P	6" x 12"	0.422
Q	6" x 6"	0.211
R	6" x 4"	0.141
S	6" x 3"	0.105
T	6" x 2"	0.070
U	6" x 1"	0.035
V	4" x 24"	0.563
W	4" x 12"	0.281
X	4" x 6"	0.141
Y	4" x 4"	0.094
Z	4" x 3"	0.070

CONFIGURATION	SQ. FT. OF VENT AREA
24" x 24"	3.118
18" x 18"	1.77
18" x 12"	1.15
18" x 6"	0.59
18" ROUND	1.77
12" ROUND	0.785
12" HALF RND.	0.393
12" HALF RND.	0.416
10" ROUND	0.545
10" HALF RND.	0.27
CLOSED TRI.	0.7
6"x6" PER	0.028
6"x12" PER	0.044
6"x24" PER	0.088
6"x36" PER	0.088
6"x48" PER	0.088
SCREEN	0.153

Garage + Utadio + Porch + Patio (Sq.Ft.)= Total Sq.Ft.

VENTILATION AREA FORMULA (Total Sq. Ft.) (300) or (150) = FREE VENT AREA

ALL ATTIC VENTILATION SHALL COMPLY w/ 2000 IRC SECTION R806

SQUARE FOOTAGES

1st FLOOR LIVING AREA	1758
2nd FLOOR LIVING AREA	1340
TOTAL LIVING AREA	3098
Garage Area	676
Covered Porch	80
Options Available:	
Covered Patio	
Deck	
Studio	
Super Family Room or Cabana	
Balcony / Porch	107
TOTAL PERIMETER	1340

SCHEDULE OF ADDITIONS

OPTION No.	DESCRIPTION	SQ. FT. OF OPTION	COMMENTS
1	Sunroom	120	
	Patio Slab	155	
2	2nd Patio	155	
	Balcony	80	
3	Super Family Room	425	
4	Bedroom	120	
5	Studio	120	
6	Porch / Patio Cover	80	
7	Deck	120	
8	Deck	120	

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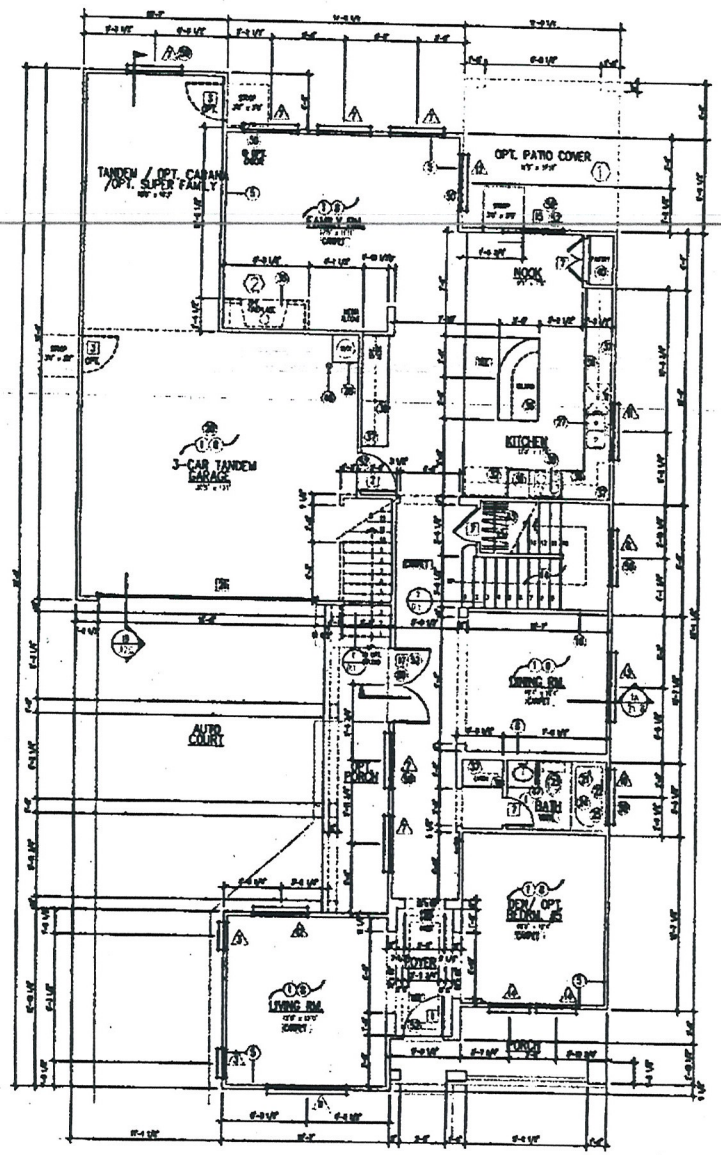
RICHMOND AMERICAN HOMES
CLARK COUNTY, NEVADA
LAS VEGAS & NORTH LAS VEGAS

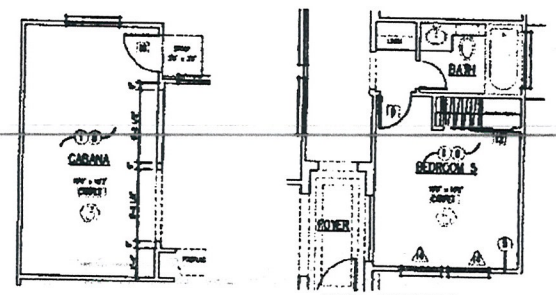
TITLE: COVER SHEET MISC. INFOR.

DRAWN BY: E.D.I.
DATE: 08/04/10

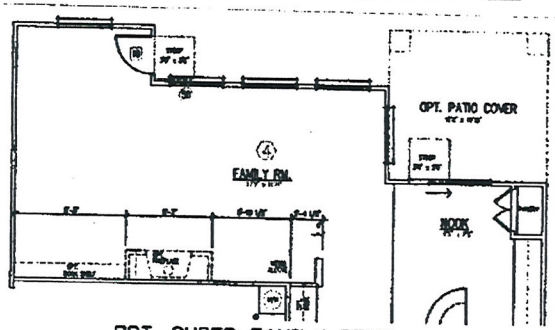
PLAN # 4025
SUBDIVISION: CIVANO
4025CS
SHEET NO.: CS



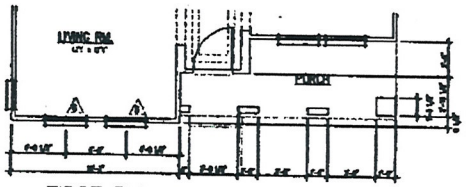
FIRST FLOOR PLAN
1/4" = 1'-0"
1354 SQ.FT.



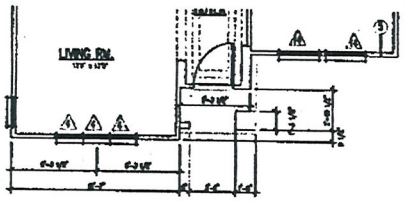
OPT. BEDROOM 5



OPT. SUPER FAMILY ROOM



FIRST FLOOR PLAN – C
1/4" = 1'-0"



FIRST FLOOR PLAN – B
1/4" = 1'-0"

KEYNOTES

1. LUMBER SHALL BEAR APPROVED STAMP AND MEET ALL 1996 M.B.S. STANDARDS.

Framing – Drywall

Plumbing Fixtures

Appliances

Cabinets – Shelves

Foundations – Finishes – Misc.

DOOR SCHED.

A = MIN. OF 1 3/8" SOLID CORE WITH SELF CLOSER AND TIGHT FITTING THRESHOLD. ONE-HOUR FIRE-RESISTIVE MATERIAL ON GARAGE SIDE
B = SOLID CORE –
C = HOLLOW CORE
D = TEMPERED GLASS
E = TEMPERED GLASS – 1-LITE FRENCH SWING DOOR.
F = GARAGE DOOR (SEE ELEV. APPEARANCE) (SEE DETAIL C/D1 FOR GARAGE DOOR JAMB)

1	1	B	5'-0" x 6'-0"	SWING
1	1	A	3'-0" x 6'-0"	SWING
1	4	B	5'-0" x 6'-0"	SWING
0	0	C	1'-0" x 6'-0"	SWING
0	0	C	6'-0" x 6'-0"	SWING
1	1	C	3'-0" x 6'-0"	SWING
0	0	C	3'-0" x 6'-0"	SWING
0	0	C	3'-0" x 6'-0"	SWING
0	0	C	PAIR 3'-0" x 6'-0"	SWING
0	0	C	PAIR 3'-0" x 6'-0"	SWING
0	0	C	4'-0" x 6'-0"	BI-PASS
0	4	C	6'-0" x 6'-0"	BI-PASS
0	0	C	6'-0" x 6'-0"	BI-PASS
0	0	D	6'-0" x 6'-0"	SLIDING
1	1	D	6'-0" x 6'-0"	SLIDING
1	1	E	3'-0" x 6'-0"	SWING-FRENCH
2	2	E	2 – 3'-0" x 6'-0"	SWING-FRENCH
0	0	C	6'-0" x 6'-0"	BI-FOLD
0	0	C	6'-0" x 6'-0"	BI-FOLD
0	0	F	6'-0" x 7'-0"	ROLL – UP
1	1	F	6'-0" x 7'-0"	ROLL – UP
0	0	C	3'-0" x 6'-0"	POCKET
0				

WDW. SCHED.

A = ALUMINUM FRAME, PROVIDE CLEAR GLAZING AND POSITIVE LOCKING MECHANISM.
B = SAME AS "A", TEMPERED GLASS.
C = SAME AS "A", TEMPERED GLASS BOTTOM SASH ONLY.

NOTE: THE ACTIVE PANE OF ALL WINDOWS INDICATED "F" LOCATED IN BEDROOMS SHALL HAVE A MIN. NET CLEAR OPENABLE AREA OF 5.7 SQUARE FT., A MIN. NET CLEAR OPENABLE HEIGHT OF 24", A MIN. NET CLEAR OPENABLE WIDTH OF 20", AND THE FINISHED SILL HEIGHT NOT MORE THAN 44" ABOVE FINISHED FLOOR

LIGHT AND VENTILATION REQUIREMENTS FOR ALL WINDOWS ARE TO COMPLY W/ 2000 IRC

GLASS IN HAZARDOUS AREAS AND ALL GLASS WITHIN 10 INCHES OF THE FLOOR SHALL BE SAFETY GLASS, 2000 IRC (SECTION R308.4)

3	3	A	3'-0" x 6'-0"	FIX	+0"
3	3	A	3'-0" x 6'-0"	FIX	+0"
3	3	A	3'-0" x 6'-0"	FIX	+0"
3	3	A	3'-0" x 6'-0"	FIX	+0"
2	2	A	3'-0" x 6'-0"	FIX	+0"
2	2	A	3'-0" x 6'-0" x 3'-0"	FIX	+0"
12	12	A	6'-0" x 6'-0"	FIX	+0"
1	1	A	6'-0" x 6'-0"	FIX	+0"
1	1	A	6'-0" x 6'-0" x 6'-0"	FIX	+0"
2	2	A	6'-0" x 6'-0"	SL	+0"
2	2	A	6'-0" x 6'-0"	SL	+0"
3	3	A	6'-0" x 6'-0"	SL	+0"
2	2	A	6'-0" x 6'-0"	SL	+0"
0	0	A	3'-0" x 6'-0"	SL	+0"
2	2	A	3'-0" x 6'-0"	FIX	+0"
0					
0					

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7250 West Peak, Suite 212
LAS VEGAS, NV. 89128 (702) 240-5600

RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

FLOOR PLAN (1st FLOOR) WITH OPTIONS

DRAWN BY: E.D.H.
DATE: 08/04/03

REV. NO.	DATE
1	
2	
3	
4	
5	
6	

PLAN #: 4025

SUBDIVISION: CIVANO

4025a1

SHEET NO.: A1

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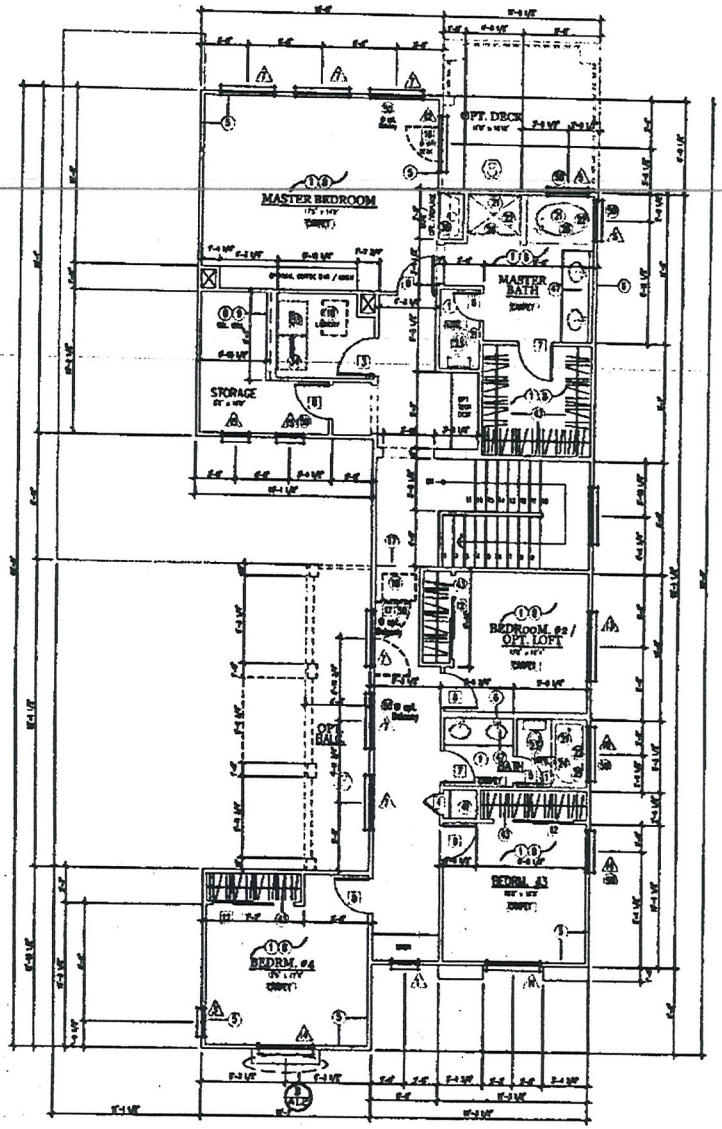
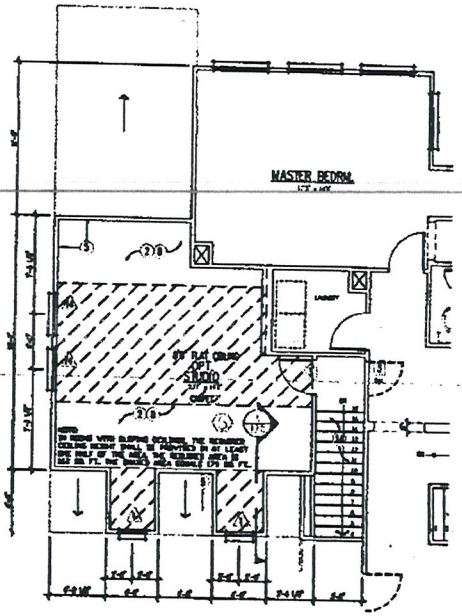
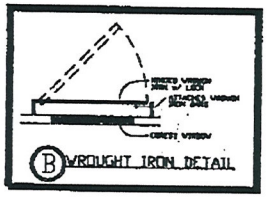
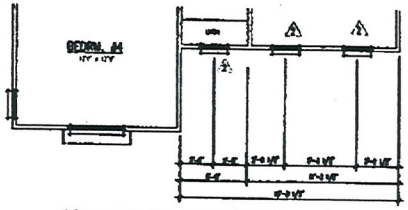


SECOND FLOOR PLAN
1/4" = 1'-0" 1220 SQ.FT.

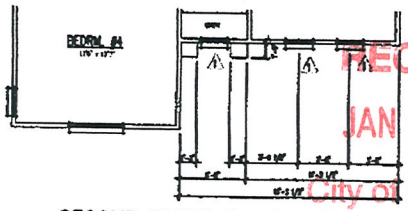


SECOND FLOOR PLAN (OPT. STUDIO)
1/4" = 1'-0" 362 Sq. Ft.

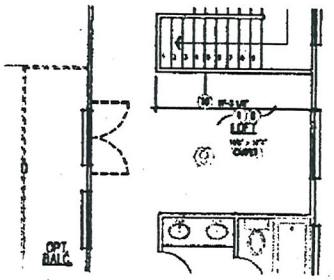




SECOND FLOOR PLAN – C
1/4" = 1'-0"



SECOND FLOOR PLAN – B



OPT. 2ND FLOOR LOFT

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FLOOR PLAN (2nd FLOOR) WITH OPTIONS

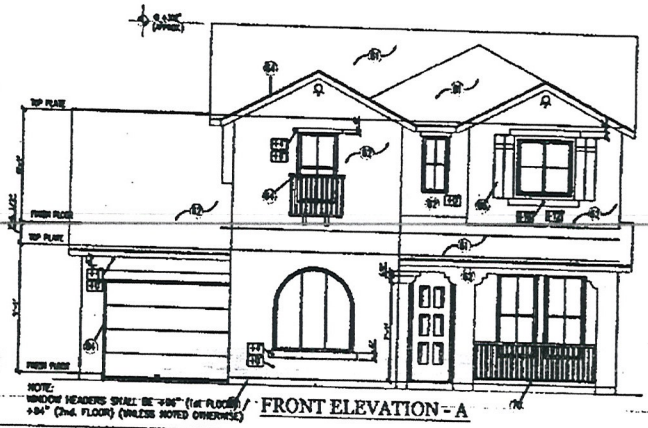
B.H.

PLAN 4025

GRAND

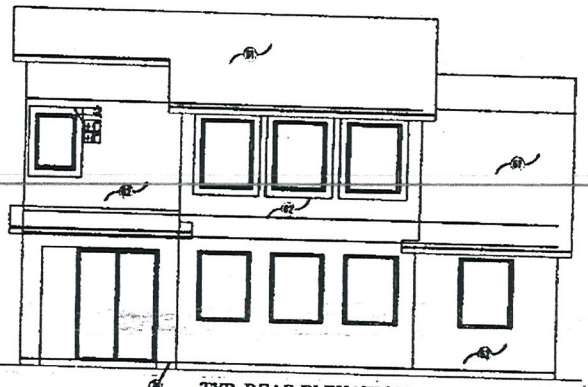
4025a1-2

SHEET No. A1-2

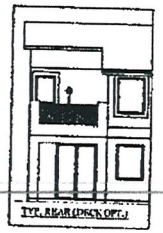


NOTE:
WINDOW HEADERS SHALL BE +96" (1st FLOOR) / +84" (2nd. FLOOR) (UNLESS NOTED OTHERWISE)

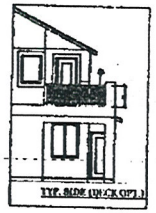
FRONT ELEVATION - A



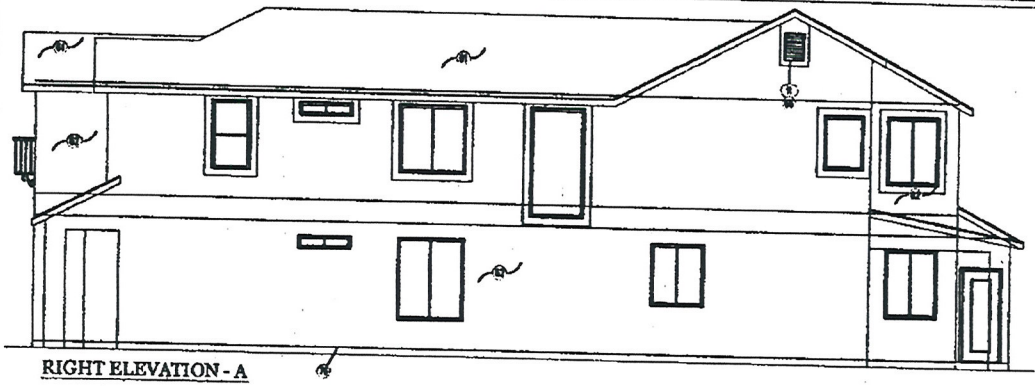
TYP. REAR ELEVATION



TYP. REAR (DECK OPT.)



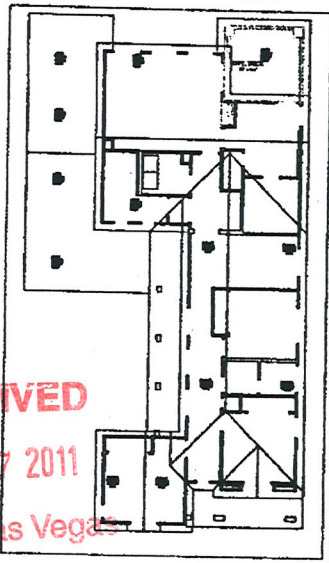
TYP. SIDE (DECK OPT.)

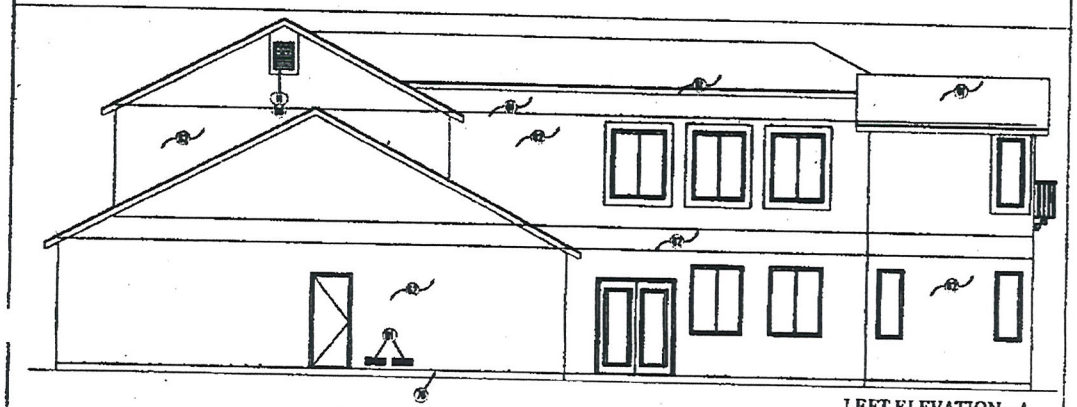


RIGHT ELEVATION - A

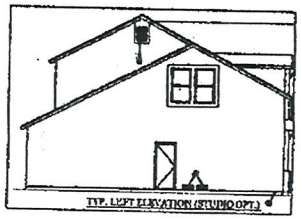


FRONT ELEV. - A (OPT. STUDIO)

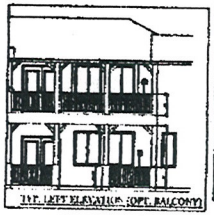




LEFT ELEVATION - A



TYP. LEFT ELEVATION (STUDIO OPT.)



TYP. LEFT ELEVATION (OPT. BALCONY)

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KEYNOTES

1. FOAM APPLICATIONS SHALL COMPLY PER 2000 IRC SECTION R318
2. WINDOW HEADERS SHALL BE @ 7'-0" (UNLESS NOTED OTHERWISE)
3. SEE COVER SHEET FOR ATTIC VENTILATION CALCULATIONS
4. PLATE HEIGHT = 9'1"(1st flr) & 8'1"(2nd flr)

VENT SCHED.

1. ROOF VENTILATION SHALL COMPLY PER 2000 IRC - R806
- SEE COVER SHEET FOR INFORMATION ON REQUIRED ATTIC VENTILATION

A	sq.in.	B	sq.in.	C	sq.in.	D	sq.in.
E	sq.in.	F	sq.in.	G	sq.in.	H	sq.in.
I	sq.in.	J	sq.in.	K	sq.in.	L	sq.in.
M	sq.in.	N	sq.in.	O	sq.in.	P	sq.in.
Q	sq.in.	R	sq.in.	S	sq.in.	T	sq.in.
U	SCREEN VENT	V	CLOSED TILE	W	2-2"ø SMD. BLK.	X	2-2"ø SMD. BLK.
Y	4-2"ø SMD. BLK.	Z	7"x20" SCREEN				

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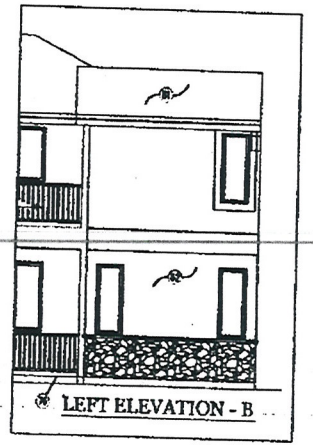
ROOF LAYOUT / FRONT, REAR AND SIDE OF ELEVATION - A

PLAN 4025

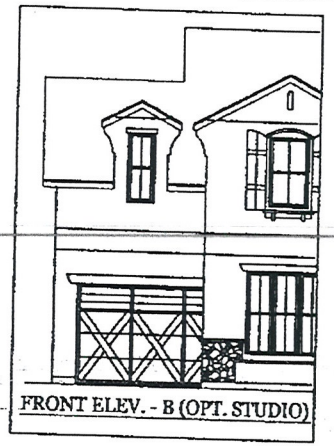
ELEVATION CHANO

4025-a2-A

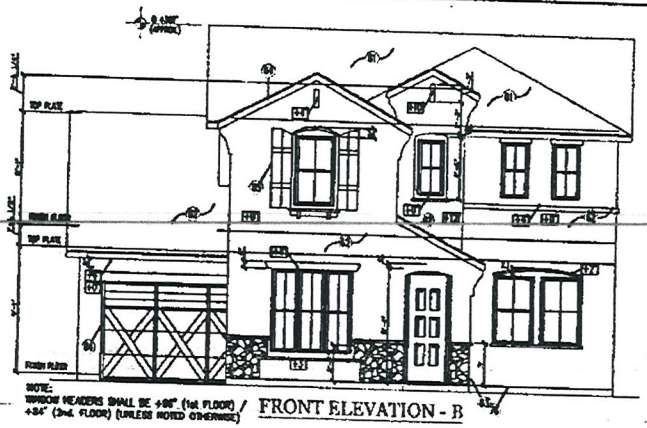
SHEET NO. A2-A



LEFT ELEVATION - B

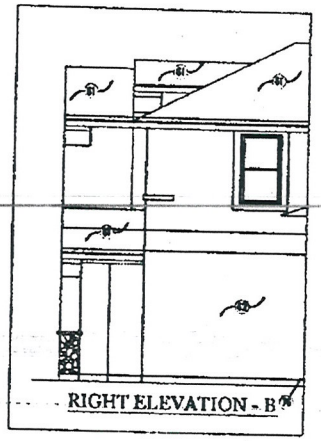


FRONT ELEV. - B (OPT. STUDIO)

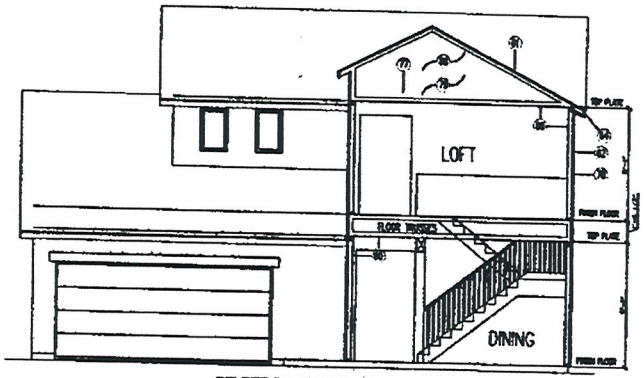


NOTE:
WINDOW HEADERS SHALL BE +96" (1st FLOOR) / +84" (2nd FLOOR) (UNLESS NOTED OTHERWISE)

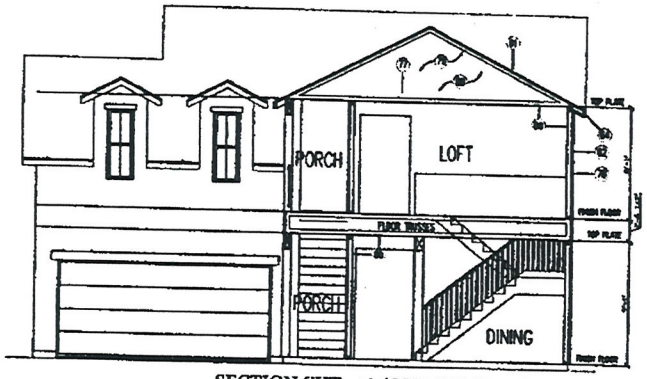
FRONT ELEVATION - B



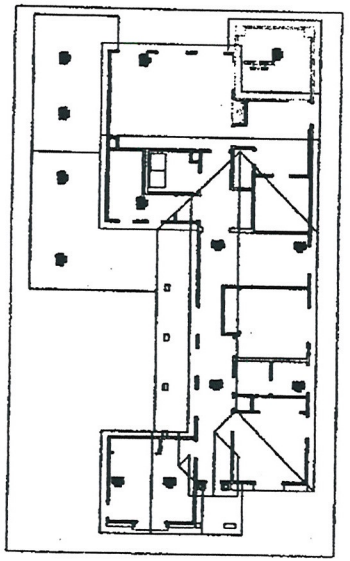
RIGHT ELEVATION - B



SECTION CUT - 1A



SECTION CUT - 1A (OPT. BALCONY)



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SECTION CUT / FRONT & PARTIAL SIDE OF ELEVATION - B

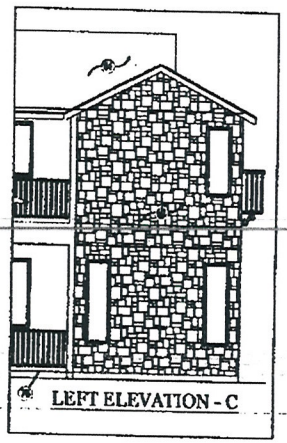
E.D.H.

4025

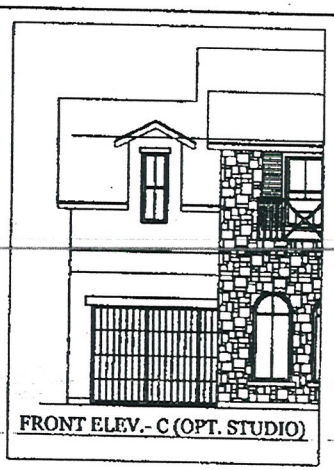
CIVANO

4025e2-B

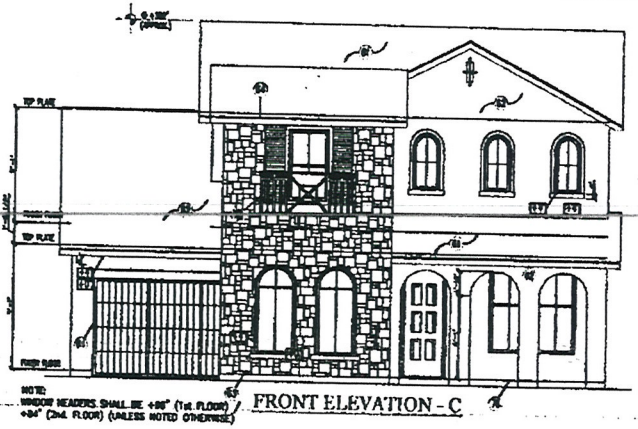
A2-B



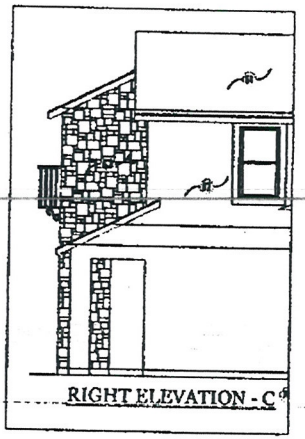
LEFT ELEVATION - C



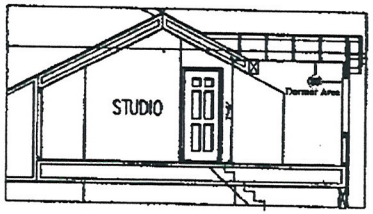
FRONT ELEV.- C (OPT. STUDIO)



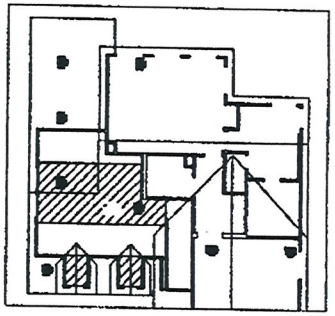
FRONT ELEVATION - C



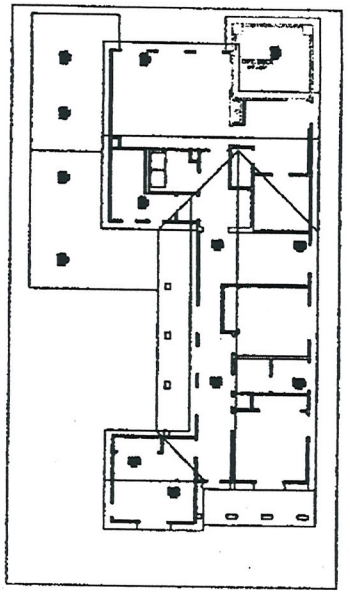
RIGHT ELEVATION - C



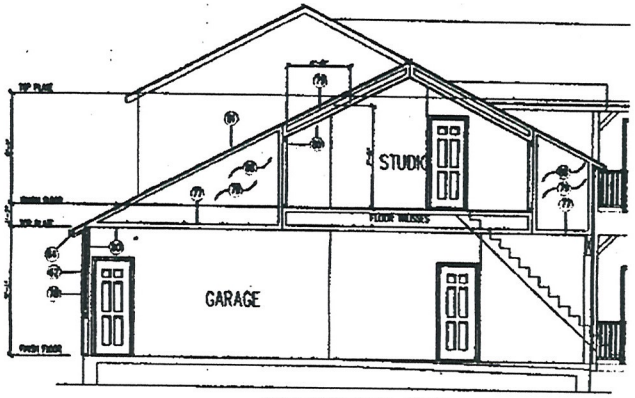
A - DORMER SECTION CUT (Studio option)



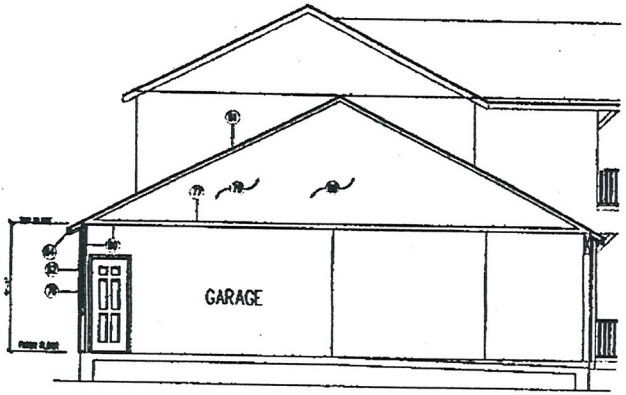
ROOF LAYOUT (OPT. STUDIO)



ROOF LAYOUT - C ELEV.



SECTION CUT - (OPT. STUDIO)



SECTION CUT - 1B

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SECTION CUT / ROOF LAYOUT / FRONT, REAR AND SIDE ELEVATION - C

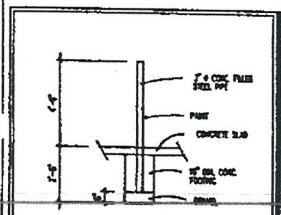
E.O.H.

PLAN # 4025

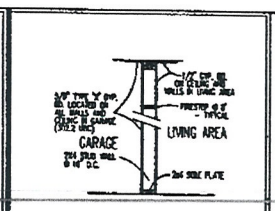
CIVANO

4025a2-C

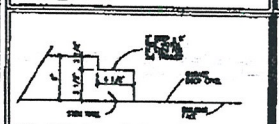
A2-C



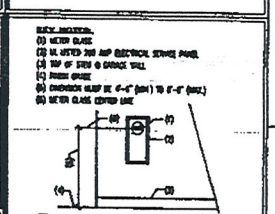
A WATER HEATER BOLLARD DETAIL N.T.S.



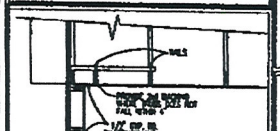
B GARAGE FIREWALL @ LIVING AREA N.T.S.



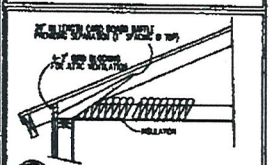
C TYPICAL GARAGE DOOR JAMB DETAIL @ STEM WALL



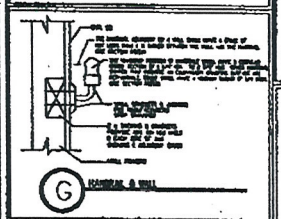
D TYPICAL METER LOCATION



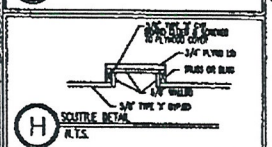
E DRYWALL BACKING DETAIL @ CEILING & WALLS N.T.S.



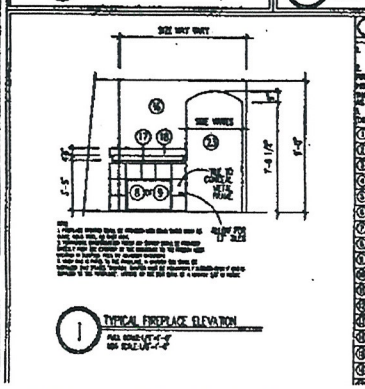
F INSULATION BAFFLE DETAIL @ EAVE N.T.S.



G HANDRAIL & RAIL



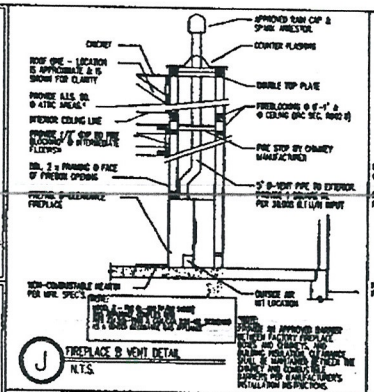
H SQUIRE DETAIL N.T.S.



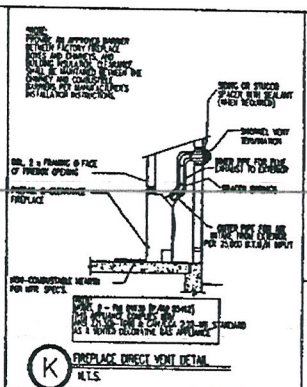
I TYPICAL FIREPLACE ELEVATION

KEYNOTES

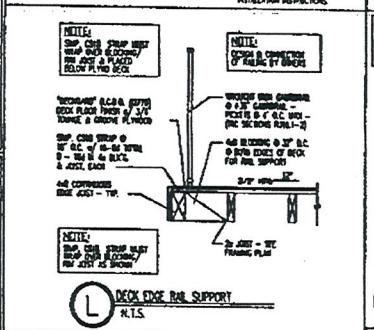
1. ALL FIREPLACES TO COMPLY WITH 2006 IRC.
2. FACTORY-BUILT CHIMNEYS AND FACTORY-BUILT FIREPLACES SHALL BE LISTED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE TERMS OF THEIR LISTINGS. A MANUFACTURER'S INSTRUCTIONS SHALL BE SPECIFIED BY THE MECHANICAL CODE.
3. FIREPLACE MANUFACTURER'S IRC PRESSURIZED GAS APPLIANCES



J FIREPLACE & VENT DETAIL N.T.S.

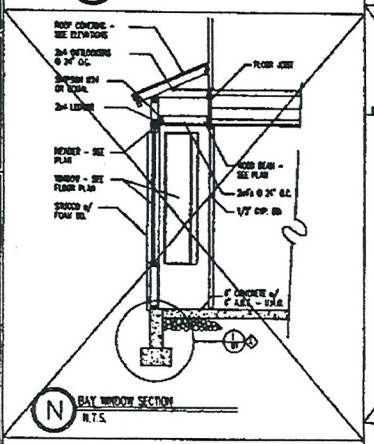


K FIREPLACE DIRECT VENT DETAIL N.T.S.

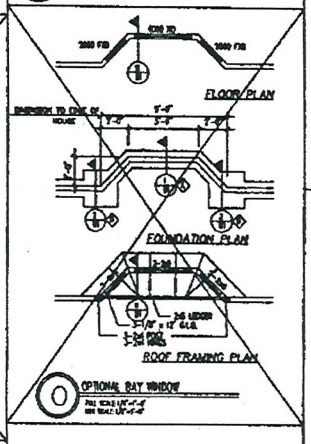


L DECK EDGE RAIL SUPPORT N.T.S.

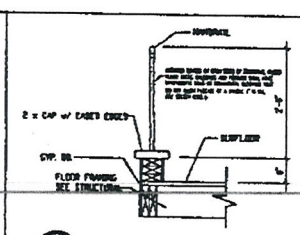
M RAILING SUPPORT @ DECK N.T.S.



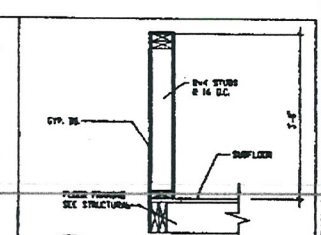
N BAY WINDOW SECTION N.T.S.



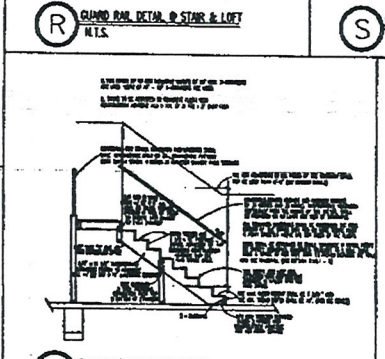
O OPTIONAL BAY WINDOW



R GUARD RAIL DETAIL @ STAIR & LOFT N.T.S.



S PONY WALL DETAIL N.T.S.



T STAIR SECTION DETAIL DETAIL N.T.S.

U DETAIL N.T.S.

V DETAIL N.T.S.

W DETAIL N.T.S.

X DETAIL N.T.S.

Y DETAIL N.T.S.

P DETAIL N.T.S.

Q DETAIL N.T.S.

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City of Las Vegas

LAS VEGAS DIVISION
7250 West Bank, Suite 212
LAS VEGAS, NV. 89128 (702) 240-5600

RICHMOND AMERICAN HOMES
CLARK COUNTY, HENDERSON, LAS VEGAS & NORTH LAS VEGAS

DETAIL SHEET

DRAWN BY E.D.H.
DATE 08/04/03

PLAN # 4025

CIVIANO

4025D1

SHEET No. D1



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 22, 2005

Lawrence Lermusiaux Family Trust, et al
6240 Duneville
Las Vegas, Nevada 89118

RE: SDR-5490 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 5, 2005
Related to ZON-5488 and WVR-5603

Dear Applicant:

The City Council at a regular meeting held January 5, 2005 APPROVED the request for a Site Development Plan Review FOR A 21-LOT SINGLE-FAMILY DEVELOPMENT on 5.00 acres (4.2 units per acre) adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008), U (Undeveloped) [PCD (Planned Community Development) General Plan Designation], [PROPOSED: PD (Planned Development)]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 6, 2005. This approval is subject to:

Planning and Development

1. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

2. All development shall be in conformance with the site plan and building elevations, date stamped October 22, 2004, except as amended by conditions herein.

3. A Rezoning (ZON-5488) to a PD (Planned Development) Zoning District and WVR-5603 for intersection offset approved by the City Council.

4. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

5. The setbacks for this development shall be a minimum of 12 feet to the front of the house, 18 feet to the front of the garage as measured from back of curb if no sidewalk is provided, 5 feet on the side, 5 feet on the corner side, and 15 feet in the rear.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-1-05
CLV 7009

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EOT-40654

6. A revised landscaping plan shall be submitted to Planning and Development prior to the issuance of building permits. The landscape plan shall reflect minimum 24-inch box trees planted a maximum of 30 feet on-center and a minimum of four five-gallon shrubs for each tree within the buffer along the streets.

7. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner.

8. A landscaping plan must be submitted prior to or at the same time application is made for a building permit.

9. Air conditioning units shall not be mounted on rooftops.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

11. Any property line walls shall comply with section 3.6 of the Grand Teton Village Master Development Plan and Design Standards. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

12. All City Code requirements and design standards of all City departments and as outlined in the Grand Teton Village Master Plan and Design Standards must be satisfied.

Public Works

13. Gated access driveways, if proposed, shall be designed, located and constructed in accordance with Standard Drawing #222A.

14. A Homeowner's Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping 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.

15. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

16. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-5488 and all other subsequent site-related actions.

17. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Farus Farmanali
ALL Investment, LLC
6370 West Flamingo, Suite #40
Las Vegas, Nevada 89103

WAGNER HOMES, INC.
6985 W. SAHARA AVE., SUITE 201
LAS VEGAS, NV 89117
702-220-6200
702-257-7715 (fax)

January 6, 2011

City Of Las Vegas Planning & Development Department
Current Planning Division
731 S. 4th Street
Las Vegas, NV 89101

Re: Extension of Time regarding Site Development Plan Review SDR-5490
Farm / Jensen
APN #125-18-201-008

Wagner Homes, Inc. respectfully submits this letter and application for a four (4) year Extension of Time for the above Site Development Plan Review. The additional time is necessary to allow for the housing market to recover for this project and process our final maps to recordation.

This site will be developed as a single family residential subdivision located at the Northeast corner of Farm Road and Jensen Street. An Extension of Time application is also being filed on related Zone Change ZON-5488 for this project.

We appreciate your consideration of this application. Should you have any questions please don't hesitate to contact me by phone at 702-220-6200 or e-mail nhg.paul@yahoo.com.

Sincerely,

Paul Wagner
President

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City of Las Vegas

EOT-40654

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-40708 - EXTENSION OF TIME – VARIANCE - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Variance (VAR-13900) TO ALLOW A FRONT YARD SETBACK OF 10 FEET WHERE 20 FEET IS REQUIRED, A CORNER SIDE YARD SETBACK OF 10 FEET WHERE 15 FEET IS REQUIRED, AND A REAR YARD SETBACK OF 11 INCHES WHERE 20 FEET IS REQUIRED on 2.61 acres at 525 North Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

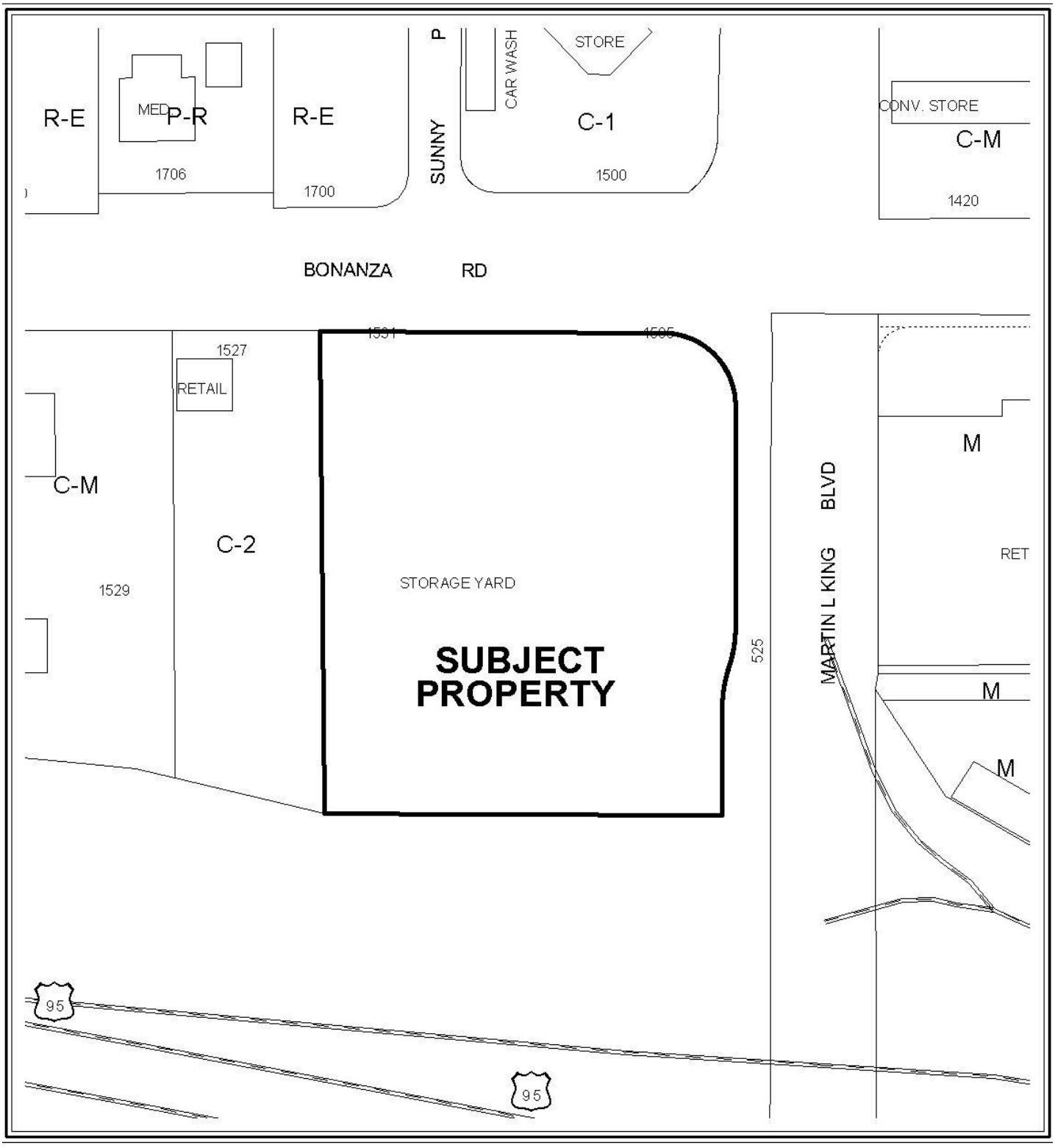
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for VAR-13900
5. Justification Letter

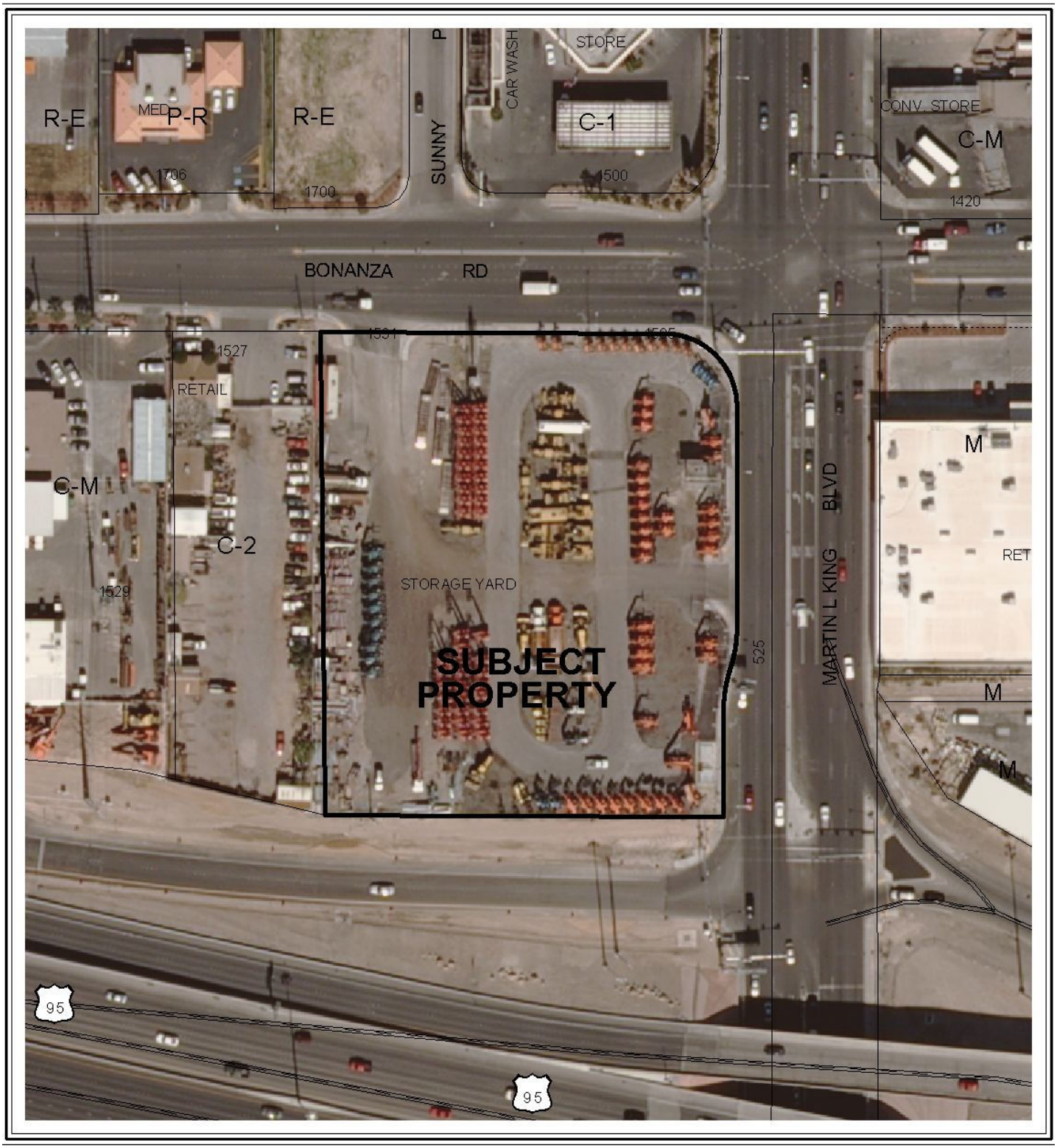


0 100 200 Feet

CASE: EOT-40708

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 100 200 Feet

CASE: EOT-40708

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: AHERN RENTALS - OWNER: DFA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40708	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40708 CONDITIONS

Planning and Development

1. This Variance (VAR-13900) shall expire on January 17, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-13900) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by an equipment storage yard with previous approval for a commercial development consisting of three (3) retail pads and a 20-story building with an approved Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required at 525 North Martin L. King Boulevard. Since the original approval of the Variance (VAR-13900) in January 2007, no building permits have been issued, nor have plans been submitted for review for the proposed project. There have been new entitlements for property to the west for light manufacturing/ light assembly and fabrication/auto repair garage-major/office space, and to the northwest for commercial development. The applicant is requesting an Extension of Time as they are not yet at a stage in the project to apply for building permits.

It is noted that there are three (3) related Extension of Times (EOT-40709, EOT-40710, EOT-40711) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed-Use, Industrial, or Public Facilities on various parcels located with the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
01/11/07	The Planning Commission approved a request for a Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended approval.
01/17/07	The City Council approved a request for Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required.
	The City Council approved a related request for a Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/17/07	The City Council approved a related request for a Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscape requirements.
02/28/08	The Planning Commission approved a request for a Review of Condition (ROC-26778) to modify Condition Number 15 of a previously approved Site Development Plan Review (SDR-13904), which stated on-site off-premise advertising signs shall be removed prior to the issuance of building permits on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended denial.
03/04/09	The City Council approved request for an Extension of Time (EOT-33091) of a previously approved Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-33093) of a previously approved Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required.
	The City Council approved a related request for an Extension of Time (EOT-33095) of a previously approved Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required.
	The City Council approved a related request for an Extension of Time (EOT-33092) of a previously approved Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District.
	The City Council approved a related request for an Extension of Time (EOT-33096) of a previously approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscape requirements.

Most Recent Change of Ownership	
08/21/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the intended use at the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	2.61

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Equipment Storage Yard- Proposed High Rise Office Tower	C (Commercial)	C-2 (General Commercial)
North	Convenience Store and car Wash	C (Commercial)	C-1 (Limited Commercial)
South	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Retail Establishment	LI/R (Light Industry/Research)	M (Industrial)
West	Office, Storage Yard, Truck Rental	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)

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	N
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 is the second request for an Extension of Time of a previously approved Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required for a proposed commercial development at 525 North Martin L. King Boulevard. Since the original approval of the Variance (VAR-13900) in January 2007, no building permits have been issued, nor have plans been submitted for review for the proposed project. Though the project does not meet the North Las Vegas Airport Overlay District restriction of 140 feet as there is a proposed 274-foot tall building as part of the project, the City Council did approve a Special Use Permit (SUP-13903) to allow the structure.

FINDINGS

The Variance (VAR-13900) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement as a building permit has not yet been issued for the intended use. Though new entitlements for properties to the west and northwest of the subject site have been approved, the proposed project will not negatively affect the development in these surrounding areas. The applicant is requesting an Extension of Time as they are not yet at a stage in the project to request building permits. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-13900) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40708** APN: 139-28-401-033

Name of Property Owner: DFA, LLC

Name of Applicant: Ahern Rentals

Name of Representative: APTUS

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: _____

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City of Las Vegas

Signature of Property Owner: X Don F Ahern

Print Name: Don F. Ahern

Subscribed and sworn before me

This 10th day of January, 20 11

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
No: 01-68799-1 March 28, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VAR 13900 (EOT 33095)

Project Address (Location) 525 North Martin Luther King

Project Name Ahern Corporate Center **Proposed Use** Office/Retail

Assessor's Parcel #(s) 139-28-401-033 **Ward #** 5- Barlow

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed n/a

Commercial Square Footage 177,200 **Floor Area Ratio** _____

Gross Acres 2.61 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER DFA, LLC **Contact** Bruce Bilyeu

Address 1611 W. Bonanza **Phone:** (702) 858-2025 **Fax:** (702) 636-1345

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address bruce@ahern.com

APPLICANT Ahern Rentals **Contact** Bruce Bilyeu

Address 1611 W. Bonanza **Phone:** (702) 858-2025 **Fax:** (702) 636-1345

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address bruce@ahern.com

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** Nevada **Zip** 89104

E-mail Address kristen@aptusgroup.com

Property Owner Signature* Don F Ahern

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Don F. Ahern

Subscribed and sworn before me

This 10th day of January, 20 11.

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
No: 01-68799-1 March 26, 2011

FOR DEPARTMENT USE ONLY

Case #	EOT-40708
Meeting Date:	7-2-11
Total Fee:	300
Date Received:*	1-13-11
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

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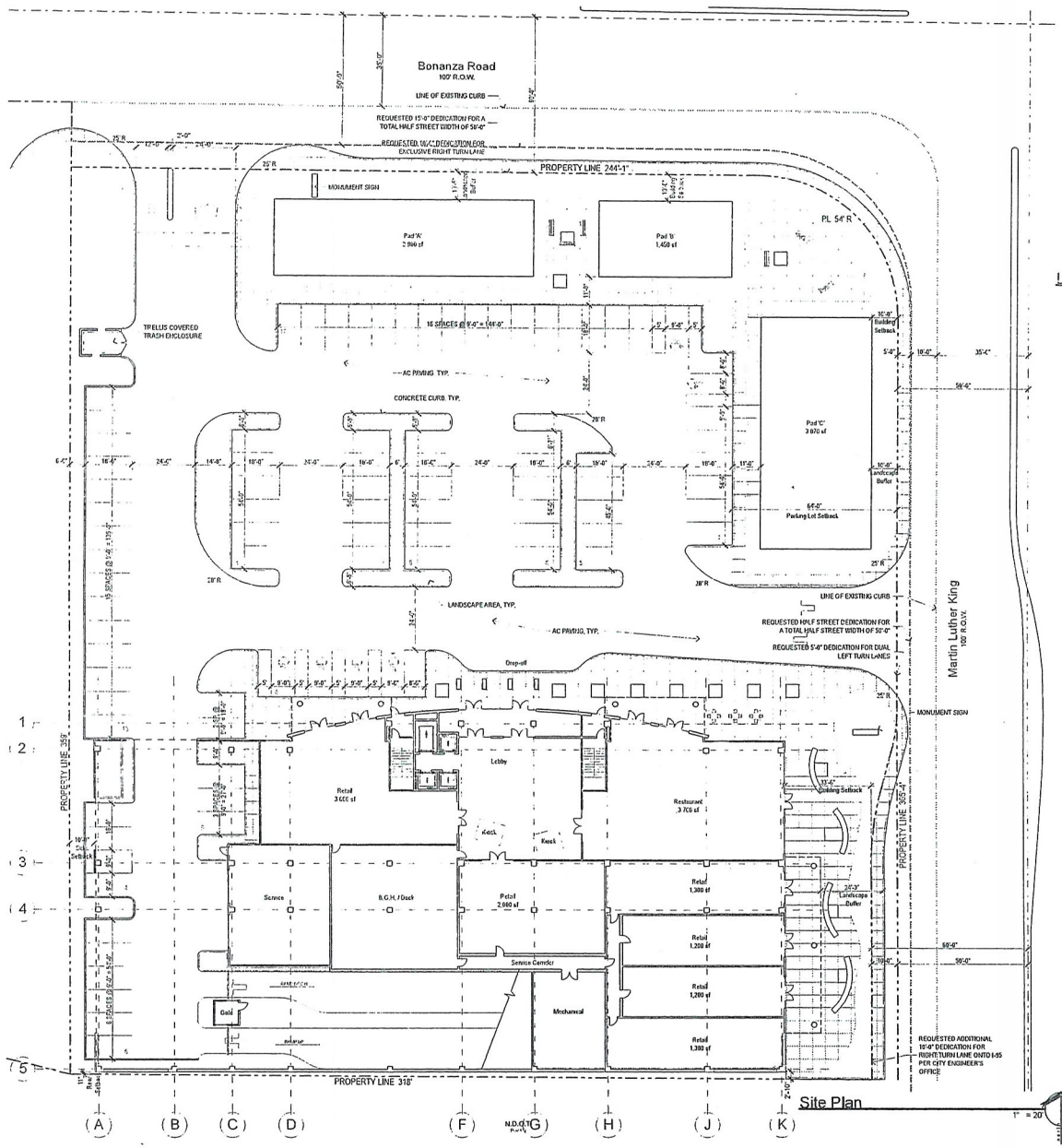
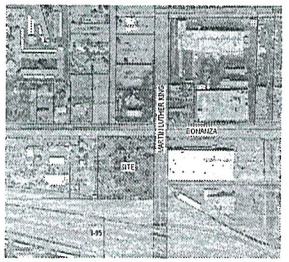


Site Plan 1" = 20'



Location Map 1" = 40'



Vicinity Map 1" = 40'

Site Zoning & Data

SITE DATA:

PARCEL NUMBER	139-09-401-033
JURISDICTION	CITY OF LAS VEGAS - 89106
EXISTING GENERAL PLAN	GC
EXISTING ZONING	R-E
PROPOSED ZONING	C-2
SITE AREA	113,549 NSF 2.61 NET ACRES

SETBACKS - (BUILDING) (VARIANCE REQUESTED)

	REQ'D	PROVIDED
FRONT	20'-0"	10'-0"
INTERIOR SIDE	10'-0"	10'-0"
SIDE STREET	15'-0"	10'-0" 33'-6"
REAR	20'-0"	0'-11"

SETBACKS - (PARKING) (VARIANCE REQUESTED)

	REQ'D	PROVIDED
FRONT	15'-0"	51'-9"
INTERIOR SIDE	0'-0"	N/A
SIDE STREET	15'-0"	64'-0"
REAR	0'-0"	N/A

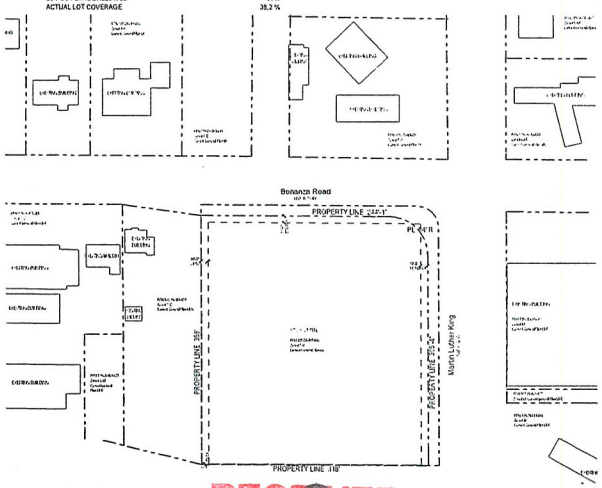
MAX HEIGHT & STORIES	NONE
ACUTAL HEIGHT & STORIES	27'-0" & 2 STORIES
LOT COVERAGE ALLOWED	50%
ACTUAL LOT COVERAGE	38.2 %

BUILDING AREA:

PAD 'A'	2,900 sf
PAD 'B'	1,450 sf
PAD 'C'	3,870 sf
OFFICE	150,000 sf
RETAIL	10,000 sf
CHILD CARE	4,500 sf
RESTAURANT	2,700 sf
TOTAL	176,420 sf

PARKING CALCULATIONS:

TOTAL PARKING REQUIRED	
CHILD CARE	9 STAFF + 9/10 CHILDREN = 15
OFFICE	150,000 @ 1:300 = 500
RETAIL	18,220 @ 1:175 = 105
RESTAURANT (EATING AREA)	1,000@ 1:50 = 20
RESTAURANT (REMAINING)	2,700 @ 1:200 = 14
PARKING REQUIRED	654
HANDICAPPED PARKING REQUIRED	14 (2 VAN SPACES)
STANDARD PARKING PROVIDED	504
HANDICAPPED PARKING PROVIDED	15
COMPACT SPACES PROVIDED	69 (12.6%)
TOTAL PARKING PROVIDED	588



Zoning Map 1" = 100'

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EOT-40708

Ahern Corporate Center

Site Development Review

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

APTUS Architecture

1200 South 4th Street
Suite 204
Las Vegas, Nevada 89104
P 702 839 1200
F 702 839 1213
mfa@aptusarchitecture.com

APTUS PROJECT NO 06.011

ARCHITECT

ENGINEER

NOTES

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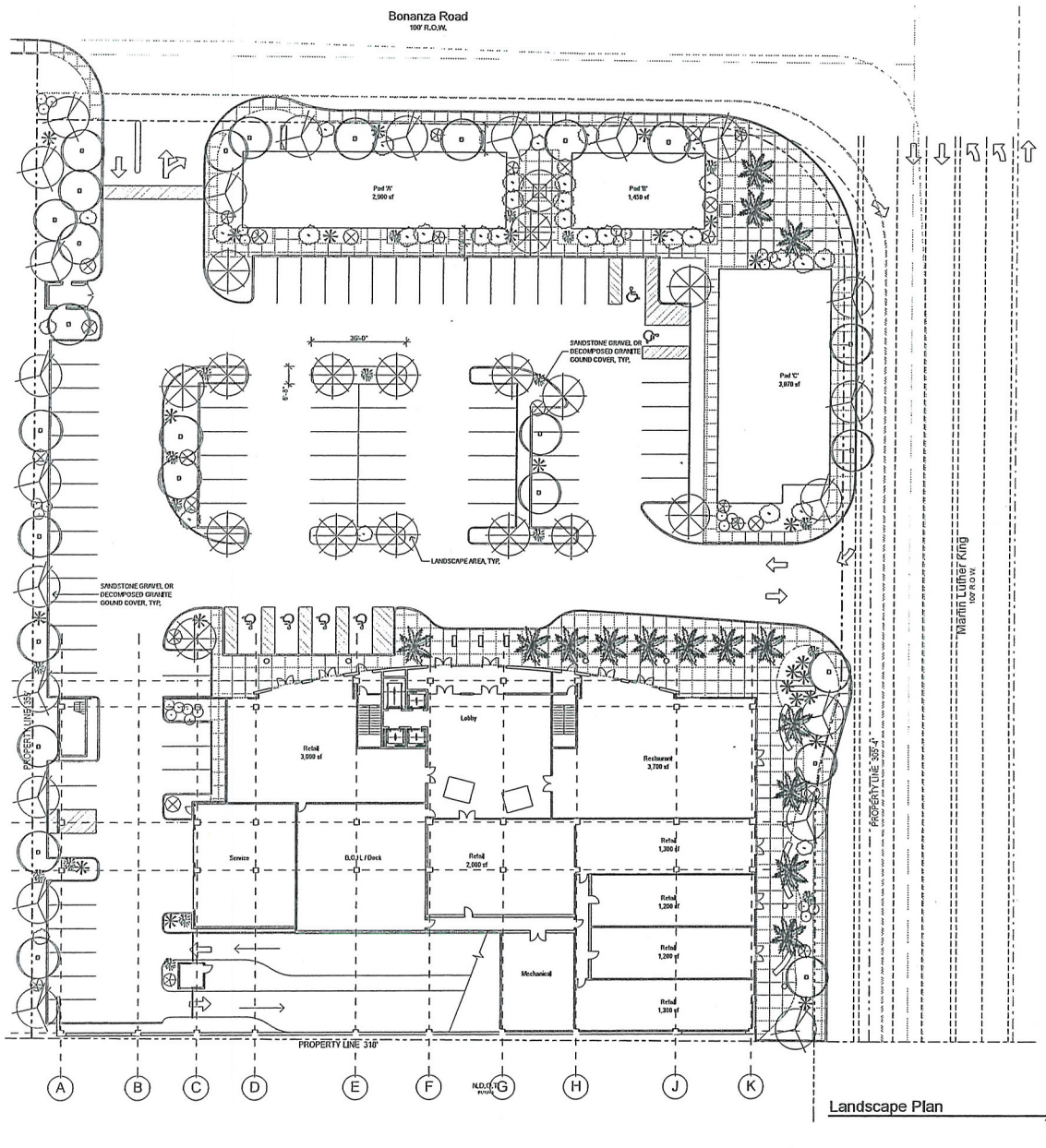
NO	DESCRIPTION	DATE
2	City of Las Vegas SUP/SDR Submittal (Rev)	9.18.06
1	City of Las Vegas SUP/SDR Submittal	05.25.06

ISSUED

TITLE
SITE PLAN AND ZONING INFO

DRAWING NO
AS100



Landscape Plan

1" = 20'

Landscape Schedule				
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	GUADALUPE FAN PALM	brahea edulis	24" Box	15
	MONDEL PINE	pinus eldarica	24" Box	36
	HERITAGE LIVE OAK	quercus virginiana	24" Box	20
	CHILEAN MESQUITE	prosopis chilensis	24" Box	21
	BAJA RED FAIRY DUSTER	calliandra californica	10 gal	8
	DESERT CASSIA	cassia nemophila	10 gal	85
	MOUNTAIN MARIGOLD	tagetes lemmonii	1 gal	340
	GREEN DUSH DAISY	euryops pectinatus viridis	5 gal	85
	TRAILING LANTANA	lantana montevidensis	5 gal	85
	RED BIRD OF PARADISE	caesalpinia pulcherrima	5 gal	85

LANDSCAPE BUFFERS (WAIVER REQUESTED)

	REQ'D	PROVIDED
FRONT	15'-0"	10'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	15'	10'-0"
REAR	0'-0"	0'-0"

EOT-40708

RECEIVED

JAN 13 2011

City of Las Vegas

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS|Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.039.1200
F 702.039.1213
info@aptusarchitecture.com

APTUS PROJECT NO 06.011

ARCHITECT

ENGINEER

NOTES

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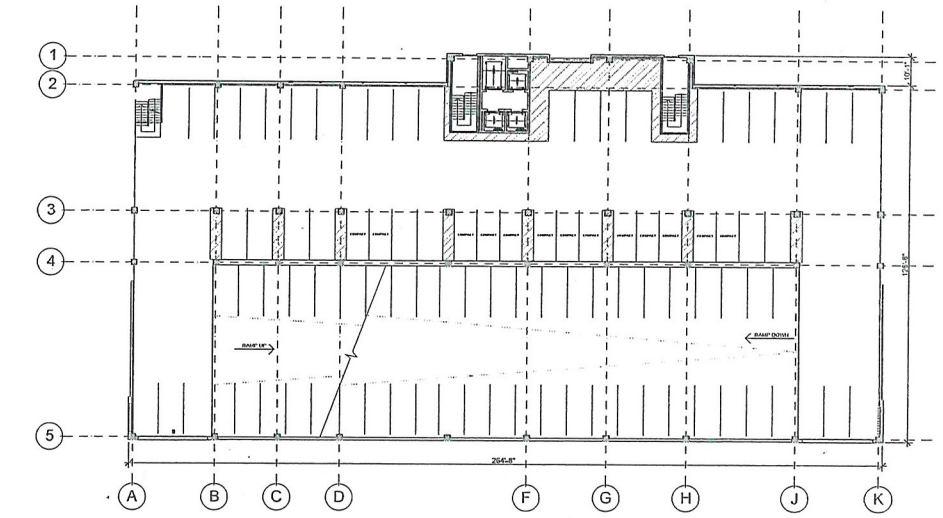
NO	DESCRIPTION	DATE
2	City of Las Vegas	9.18.06
	SUBSDR Submittal (Rev)	
1	City of Las Vegas	05.15.06
	SUBSDR Submittal	

ISSUED

TITLE
PLANTING PLAN

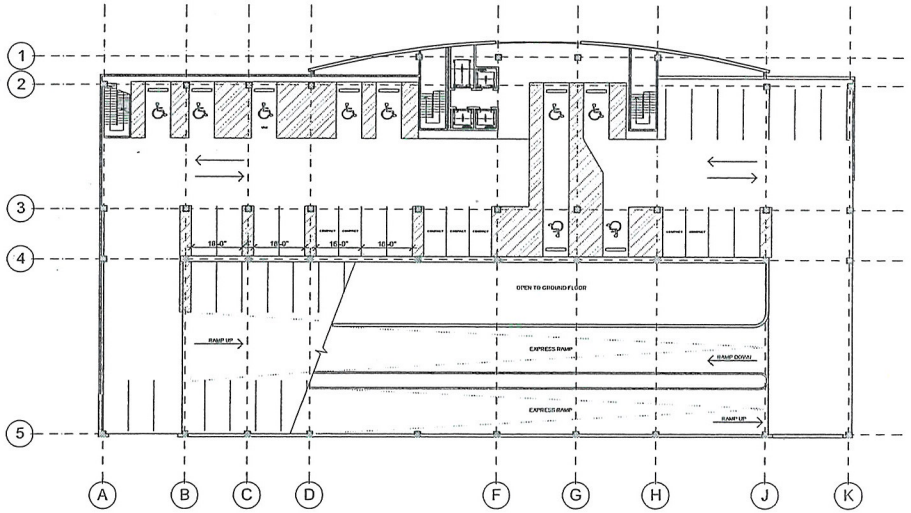
DRAWING NO
L100

Ahern Corporate Center



3rd - 7th Level Plan

1" = 20'



Second Level Plan

1" = 20'

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EOT-40708

Ahern Corporate Center

Ahern Corporate Center
Site Development Plan
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 06.011

ARCHITECT

ENGINEER

NOTES

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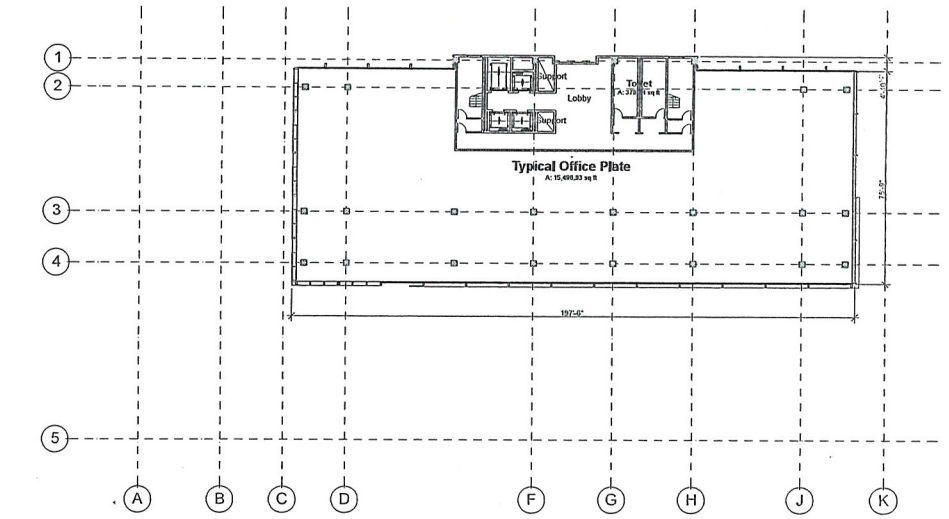
2	City of Las Vegas	09.18.06
	SUP, SDR Submittal (Rev.)	
1	City of Las Vegas	05.25.06
	SUP, SDR Submittal	

ISSUED

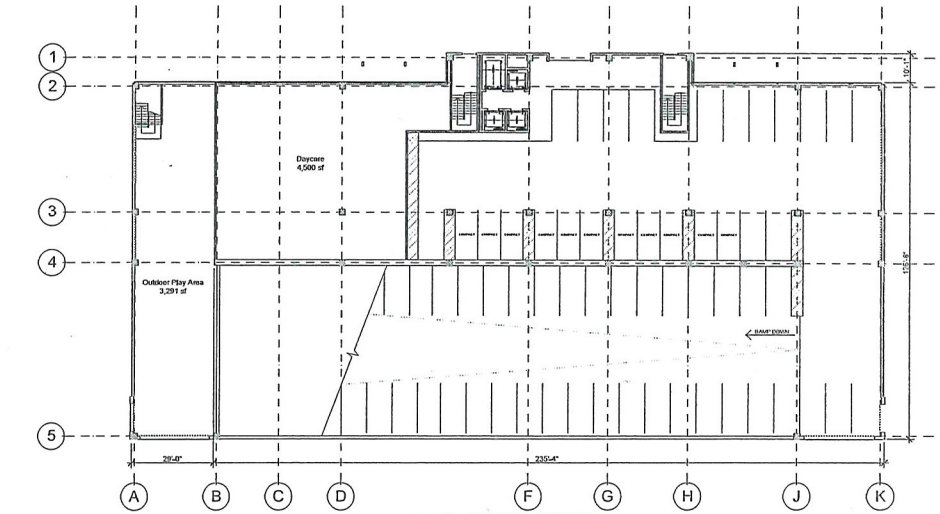
TITLE
SECOND THRU SEVENTH FLOOR PLANS

DRAWING NO.
A100
Ahern Corporate Center



9th - 16th Office Plan

1" = 20'



Eighth Floor

1" = 20'

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TITLE

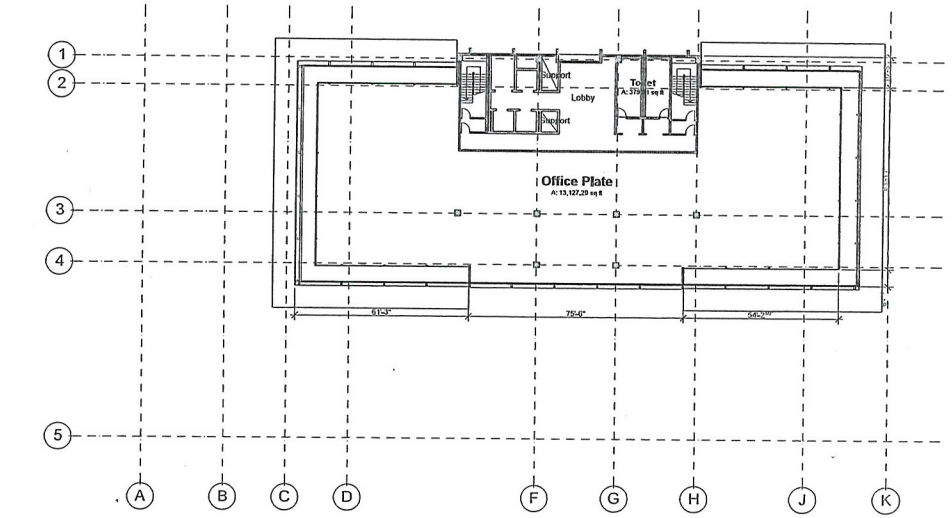
EIGHTH THRU 16TH FLOOR

DRAWING NO.

A101

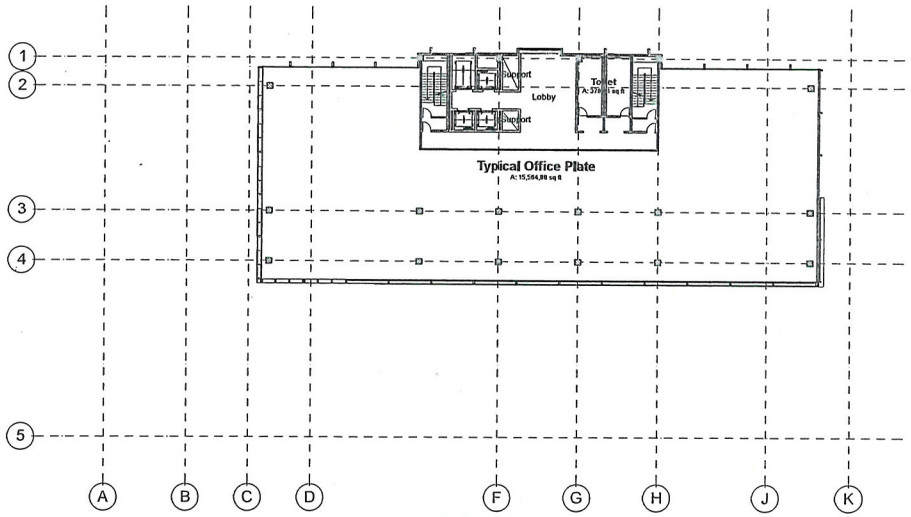
Ahern Corporate Center

Ahern Corporate Center



18th Office Plan

1" = 20'



17th Office Plan

1" = 20'

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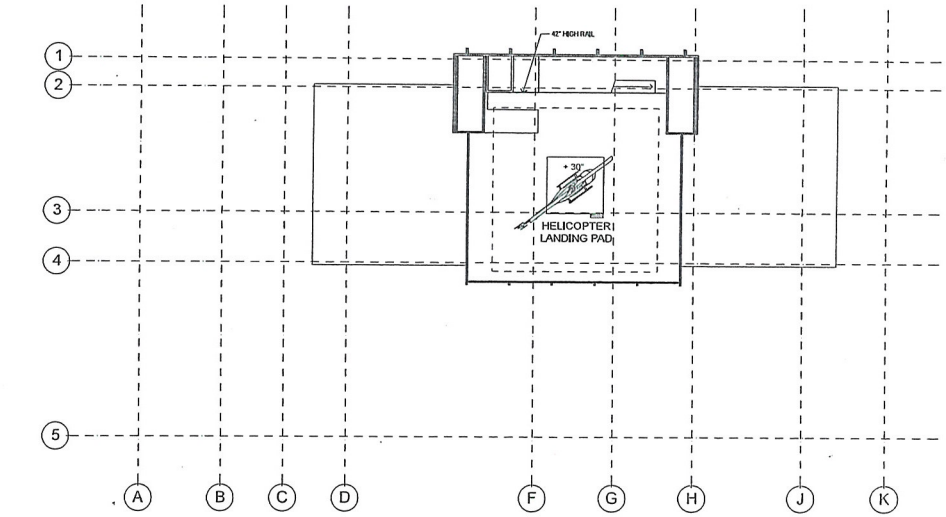
	SUP, SDR, Submittal	

ISSUED

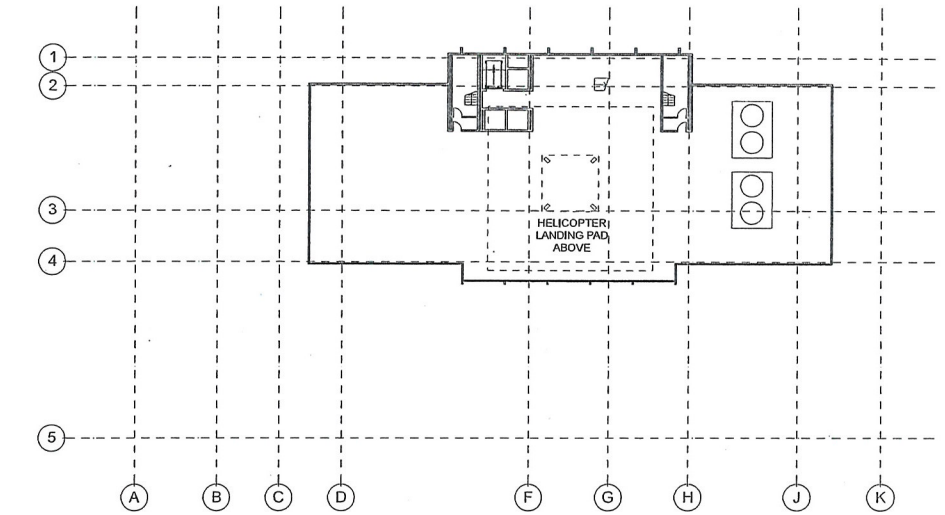
TITLE
18TH THRU 20TH FLOOR

DRAWING NO.
A102
Ahern Corporate Center



Roof 2 Plan

1" = 20'



Roof Plan

1" = 20'

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Ahern Corporate Center

Site Development Plan

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1	City of Las Vegas	05.25.06
	SUP, SDR, Submittal	

ISSUED

TITLE

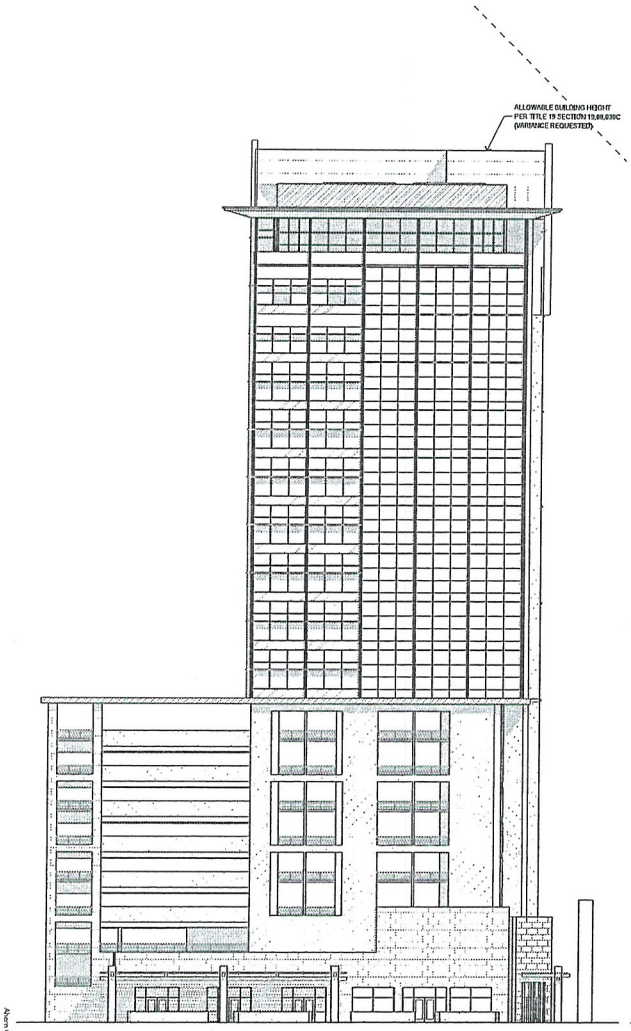
ROOF PLAN

DRAWING NO.

A110

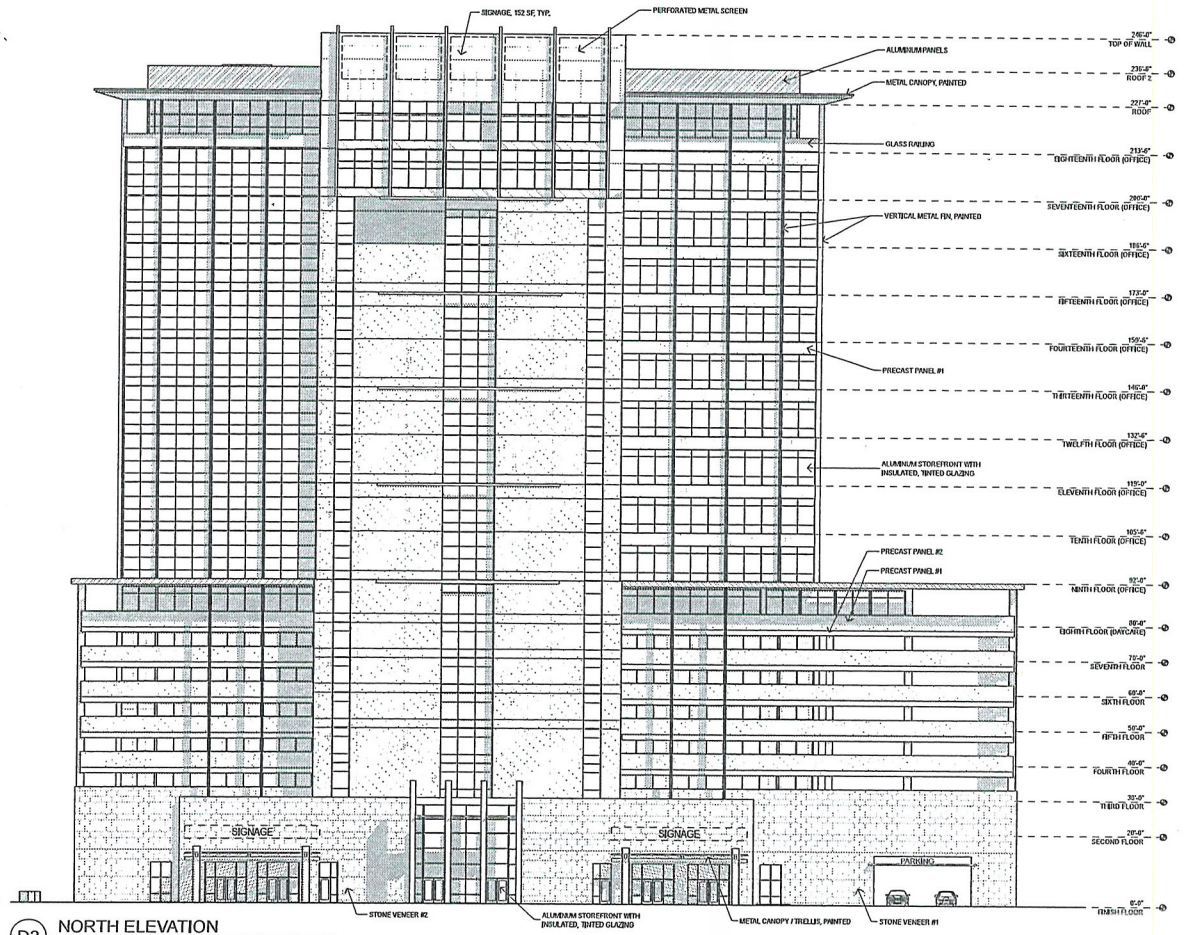
Ahern Corporate Center

Ahern Corporate Center



D1 EAST ELEVATION

1/16" = 1'-0"



D2 NORTH ELEVATION

1/16" = 1'-0"

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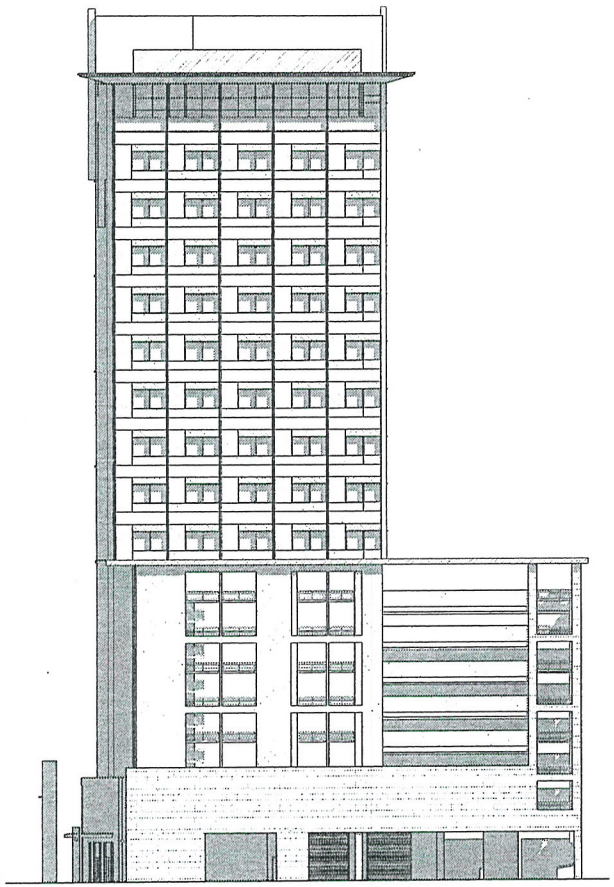
	SUP, SDR Submittal (Rev)	
1	City of Las Vegas	05.25.06
	SUP, SDR Submittal	

ISSUED

TITLE
BUILDING
ELEVATIONS

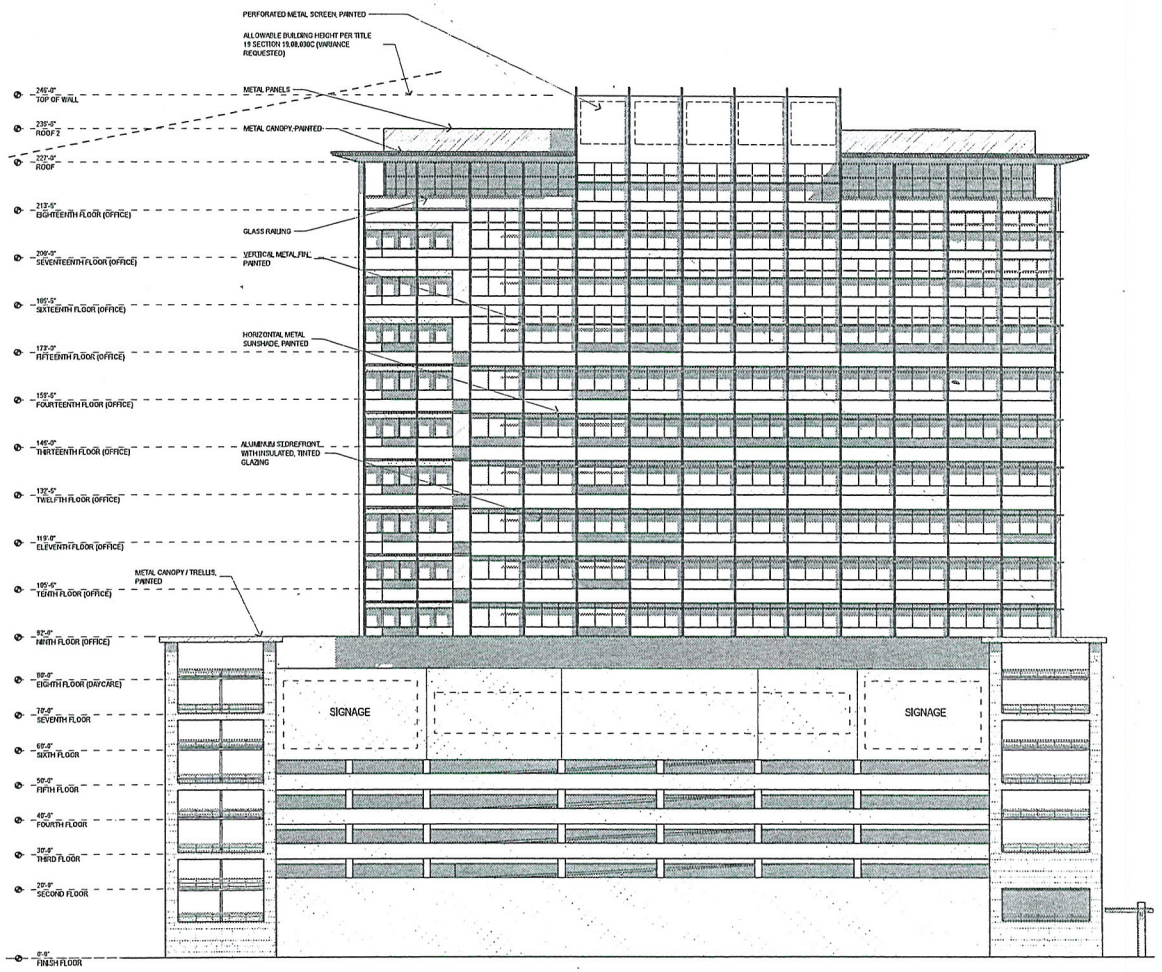
DRAWING NO.
A200
Ahern Corporate Center

Ahern Corporate Center



D1 WEST ELEVATION

1/16" = 1'-0"



D2 SOUTH ELEVATION

1/16" = 1'-0"

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

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1	City of Las Vegas SUP SDR Submittal	05.25.06

ISSUED

TITLE

BUILDING ELEVATIONS

DRAWING NO.

A201

Ahern Corporate Center

Ahern Corporate Center

EOT-40708

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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

January 19, 2007

Mr. Bruce Bilyeu
DFA, LLC
1611 West Bonanza
Las Vegas, Nevada 89106

RE: VAR-13900 - VARIANCE
CITY COUNCIL MEETING OF JANUARY 17, 2007
RELATED TO ZON-13896, SUP-13902, SUP-13903 AND SDR-13904

Dear Mr. Bilyeu:

The City Council at a regular meeting held January 17, 2007 APPROVED the request for a Variance TO ALLOW A FRONT YARD SETBACK OF 10 FEET WHERE 20 FEET IS REQUIRED, A CORNER SIDE YARD SETBACK OF 10 FEET WHERE 15 FEET IS REQUIRED, AND A REAR YARD SETBACK OF 11 INCHES WHERE 20 FEET IS REQUIRED on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 18, 2007. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13896), Site Development Plan Review (SDR-13904), Special Use Permit (SUP-13902), and Special Use Permit (SUP-13903) shall be required.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

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cc: See Attached List

EOT-40708

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
Aptus Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

EOT-40708

APTUS

January 6, 2011

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-28-401-033

Re: EOT – Extension of Time for the following applications:

ZON-13986 (EOT-33091)
VAR-13900 (EOT-33095)
SUP-13903 (EOT-33092)
SDR-13904 (EOT-33096)
VAR-18250 (EOT-33093)

Architecture
Engineering
Planning
Interiors
Landscape

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner still trying to move forward with this project but it is not at a stage yet to apply for building permits. We are requesting an extension of time for 2 years.

This development is a high rise office tower located on the southwest corner of Bonanza and martin Luther King Drive.

The Ahern Corporate Center will combine much needed office and retail space in a redeveloping area of the city. This project consists of retail, leasable office space, a daycare for the employees working in the building and a restaurant. The majority of the parking is provided in an onsite parking structure under the office tower. The exterior materials include metal panels, precast panels, aluminum storefront and stone panels at the base. The mechanical equipment will be screened from view by perforated metal panels.

We have made every attempt to try and follow City of Las Vegas Title 19 as closely as possible in the design and layout of the site. We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

aptusgroup.com

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EOT-40708

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

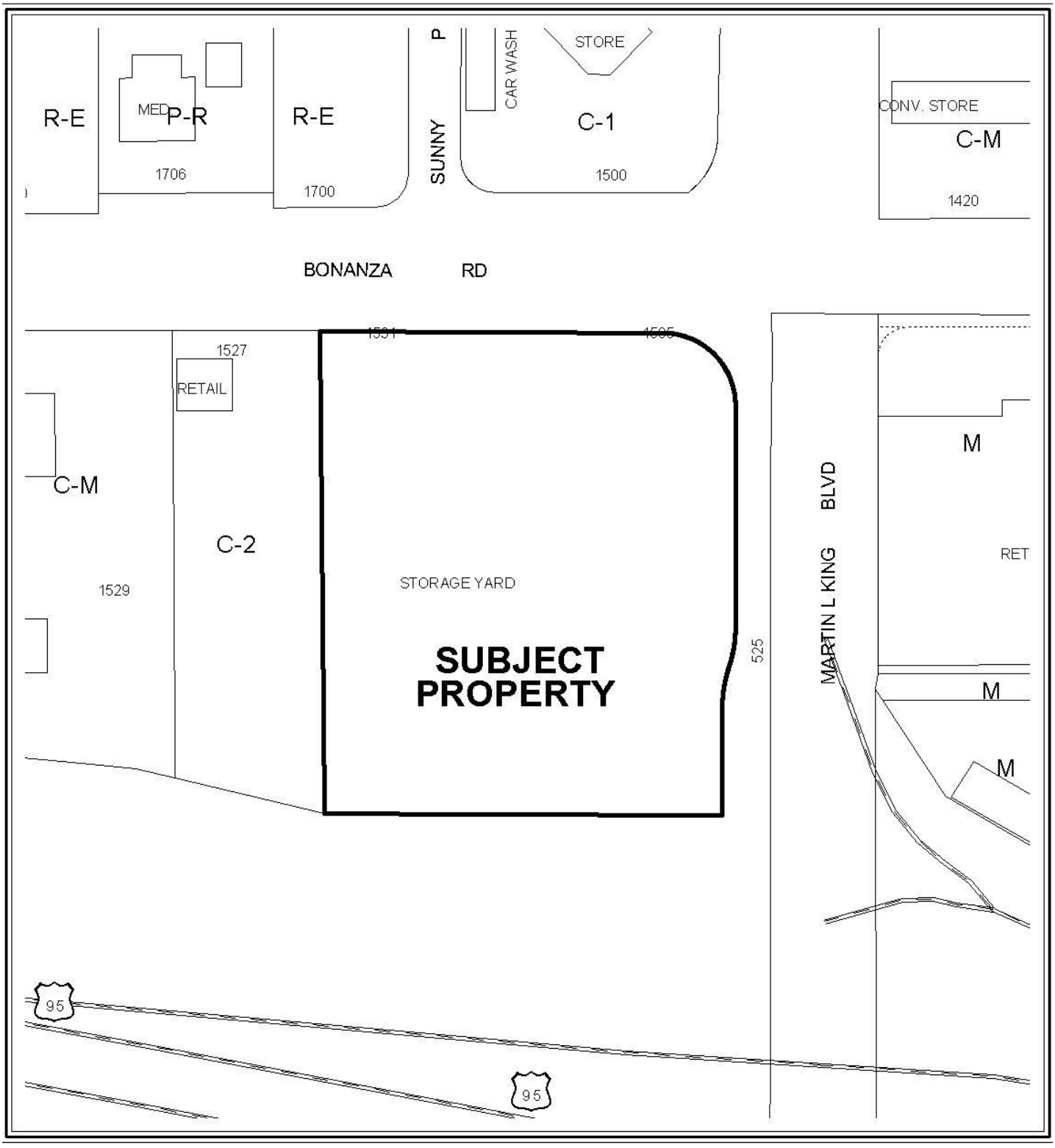
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40709 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-13903) FOR A PROPOSED 274 FOOT TALL BUILDING IN THE NORTH LAS VEGAS AIRPORT OVERLAY DISTRICT on 2.61 acres at 525 North Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). 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. City Council Approval Letter for SUP-13903
5. Justification Letter

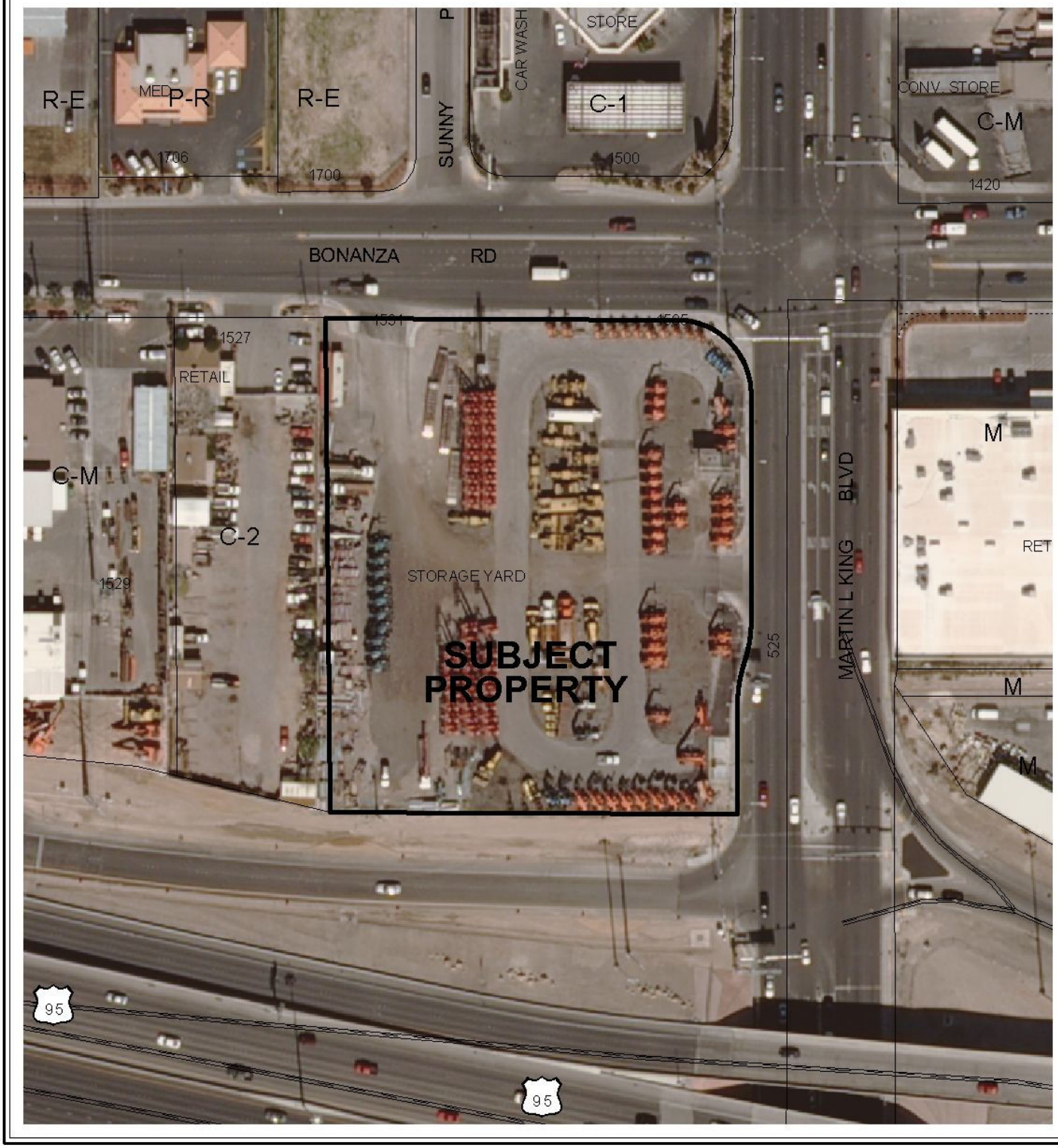


0 200 Feet

CASE: EOT-40709

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 200 Feet

CASE: EOT-40709

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: AHERN RENTALS - OWNER: DFA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40709	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40709 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-13903) shall expire on January 17, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-13903) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by an equipment storage yard with previous approval for a commercial development consisting of three (3) retail pads with an approved with a Special Use Permit (SUP-13903) for a proposed 20-story 274-foot tall building in the North Las Vegas Airport Overlay District at 525 North Martin L. King Boulevard. Since the original approval of the Special Use Permit (SUP-13903) in January 2007, no building permits have been issued, nor have plans been submitted for review for the proposed project. There have been new entitlements for property to the west for light manufacturing/ light assembly and fabrication/auto repair garage-major/office space, and to the northwest for commercial development. The applicant is requesting an Extension of Time as they are not yet at a stage in the project to apply for building permits.

It is noted that there are three (3) related Extension of Times (EOT-40708, EOT-40710, EOT-40711) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed-Use, Industrial, or Public Facilities on various parcels located with the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
01/11/07	The Planning Commission approved a request for a Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended approval.
01/17/07	The City Council approved a request for Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required.
	The City Council approved a related request for a Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/17/07	The City Council approved a related request for a Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscape requirements.
02/28/08	The Planning Commission approved a request for a Review of Condition (ROC-26778) to modify Condition Number 15 of a previously approved Site Development Plan Review (SDR-13904), which stated on-site off-premise advertising signs shall be removed prior to the issuance of building permits on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended denial.
03/04/09	The City Council approved request for an Extension of Time (EOT-33091) of a previously approved Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-33093) of a previously approved Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required.
	The City Council approved a related request for an Extension of Time (EOT-33095) of a previously approved Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required.
	The City Council approved a related request for an Extension of Time (EOT-33092) of a previously approved Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District.
	The City Council approved a related request for an Extension of Time (EOT-33096) of a previously approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscape requirements.

Most Recent Change of Ownership	
08/21/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the intended use at the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	2.61

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Equipment Storage Yard- Proposed High Rise Office Tower	C (Commercial)	C-2 (General Commercial)
North	Convenience Store and car Wash	C (Commercial)	C-1 (Limited Commercial)
South	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Retail Establishment	LI/R (Light Industry/Research)	M (Industrial)
West	Office, Storage Yard, Truck Rental	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)

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	N
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 is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District. Since the original approval of the Special Use Permit (SUP-13903) in January 2007, no building permits have been issued, nor have plans been submitted for review for the proposed project. There have been new entitlements for property to the west of the subject site for light manufacturing/ light assembly and fabrication/auto repair garage-major/office space, and to the northwest for commercial development.

FINDINGS

The Special Use Permit (SUP-13903) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement as a building permit has not yet been issued for the intended use. Though new entitlements for properties to the west and northwest of the subject site have been approved, the proposed project will not negatively affect the development in these surrounding areas. The applicant is requesting an Extension of Time as they are not yet at a stage in the project to request building permits. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-13903) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40709** APN: 139-28-401-033

Name of Property Owner: DFA, LLC

Name of Applicant: Ahern Rentals

Name of Representative: APTUS

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 Don F Ahern

Print Name: Don F. Ahern

Subscribed and sworn before me

This 10th day of January, 20 11

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
March 26, 2011
No: 01-68799-1

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP 13903 (EOT 33092)

Project Address (Location) 525 North Martin Luther King

Project Name Ahern Corporate Center **Proposed Use** Office/Retail

Assessor's Parcel #(s) 139-28-401-033 **Ward #** 5- Barlow

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed n/a

Commercial Square Footage 177,200 **Floor Area Ratio** _____

Gross Acres 2.61 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER DFA, LLC **Contact** Bruce Bilyeu

Address 1611 W. Bonanza **Phone:** (702) 858-2025 **Fax:** (702) 636-1345

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address bruce@ahern.com

APPLICANT Ahern Rentals **Contact** Bruce Bilyeu

Address 1611 W. Bonanza **Phone:** (702) 858-2025 **Fax:** (702) 636-1345

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address bruce@ahern.com

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** Nevada **Zip** 89104

E-mail Address kristen@aptusgroup.com

Property Owner Signature* X Don F Ahern

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Don F. Ahern

Subscribed and sworn before me

This 10th day of January, 20 11.

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
No: 01-68799-1 March 26, 2011

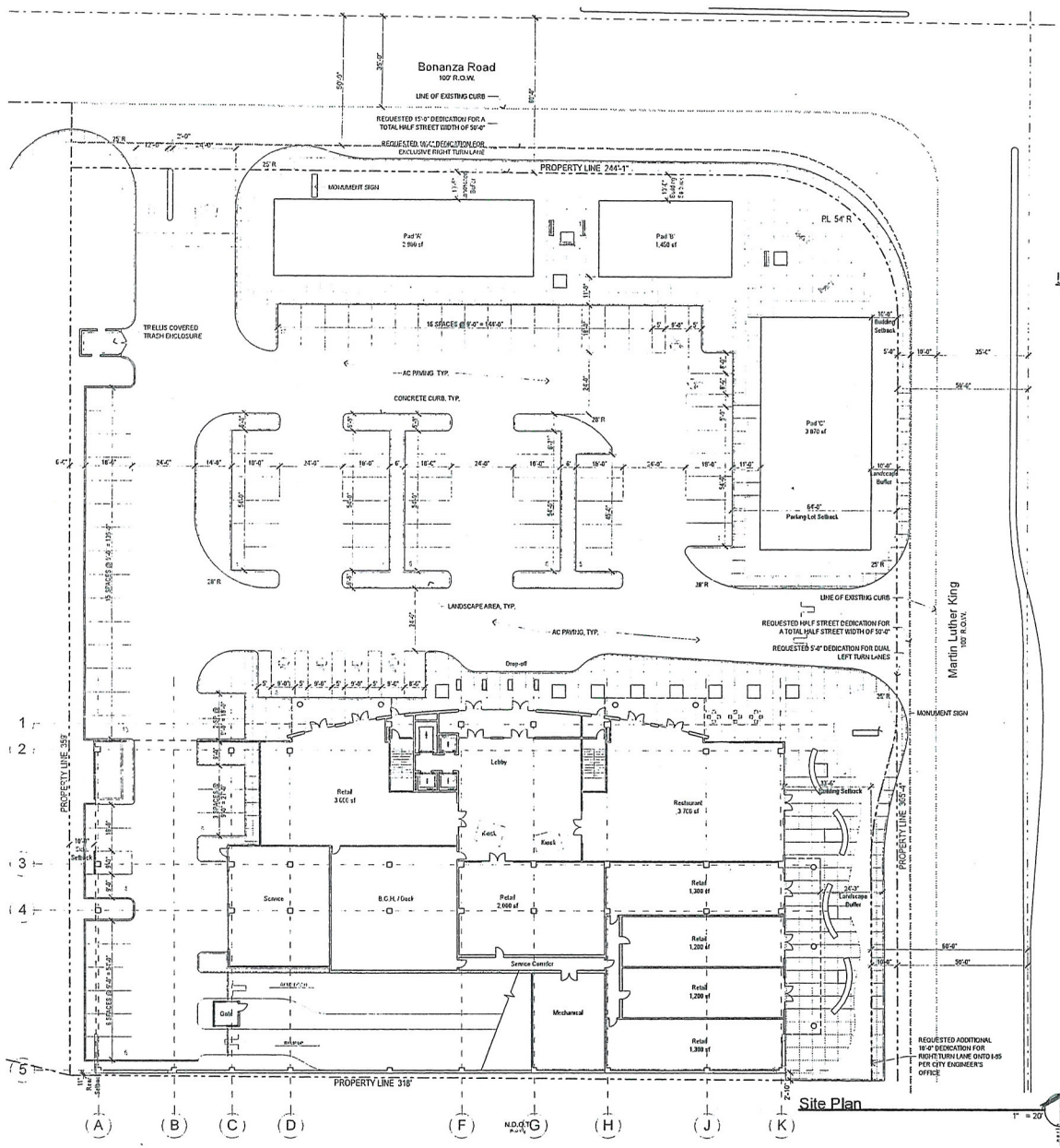
FOR DEPARTMENT USE ONLY

Case #	EOT-40709
Meeting Date:	3-2-11
Total Fee:	300
Date Received:*	1-13-11
Received By:	FS

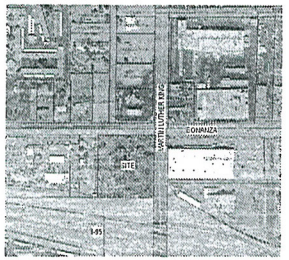
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08



Site Plan 1" = 20'



Location Map 1" = 40'



Vicinity Map 1" = 40'

Site Zoning & Data

SITE DATA:

PARCEL NUMBER	139-28-401-030
JURISDICTION	CITY OF LAS VEGAS - 89106
EXISTING GENERAL PLAN	GC
EXISTING ZONING	R-E
PROPOSED ZONING	C-2
SITE AREA	113,549 NSF 2.61 NET ACRES

SETBACKS - (BUILDING) (VARIANCE REQUESTED)

	REQ'D	PROVIDED
FRONT	20'-0"	10'-0"
INTERIOR SIDE	10'-0"	10'-0"
SIDE STREET	15'-0"	10'-0" 33'-6"
REAR	20'-0"	0'-11"

SETBACKS - (PARKING) (VARIANCE REQUESTED)

	REQ'D	PROVIDED
FRONT	15'-0"	51'-9"
INTERIOR SIDE	0'-0"	N/A
SIDE STREET	15'-0"	6'-0"
REAR	0'-0"	N/A

MAX HEIGHT & STORIES	NONE
ACUTAL HEIGHT & STORIES	274'-0" & 20 STORIES
LOT COVERAGE ALLOWED	50%
ACTUAL LOT COVERAGE	38.2 %

BUILDING AREA:

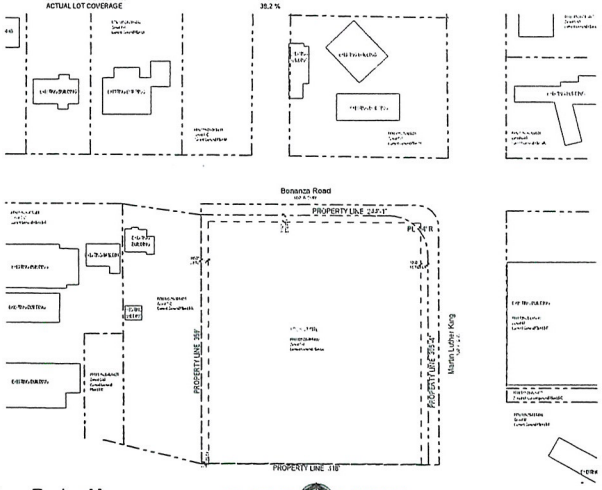
PAD 'A'	2,900 sf
PAD 'B'	1,450 sf
PAD 'C'	3,870 sf
OFFICE	150,000 sf
RETAIL	10,000 sf
CHILD CARE	4,500 sf
RESTAURANT	3,700 sf
TOTAL	176,420 sf

PARKING CALCULATIONS:

TOTAL PARKING REQUIRED

CHILD CARE	M STAFF + 1/10 CHILDREN = 15
OFFICE	150,000 @ 1:300 = 500
RETAIL	10,220 @ 1:175 = 105
RESTAURANT (EATING AREA)	1,000 @ 1:50 = 20
RESTAURANT (REMAINING)	2,700 @ 1:200 = 14

PARKING REQUIRED	654
HANDICAPPED PARKING REQUIRED	14 (2 VAN SPACES)
STANDARD PARKING PROVIDED	564
HANDICAPPED PARKING PROVIDED	15
COMPACT SPACES PROVIDED	0 (12.6%)
TOTAL PARKING PROVIDED	426



Zoning Map 1" = 300'

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Ahern Corporate Center

Site Development Review

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

APTUS Architecture

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F 702.839.1213
mfa@aptusarchitecture.com

APTUS PROJECT NO 06.011

ARCHITECT

ENGINEER

NOTES

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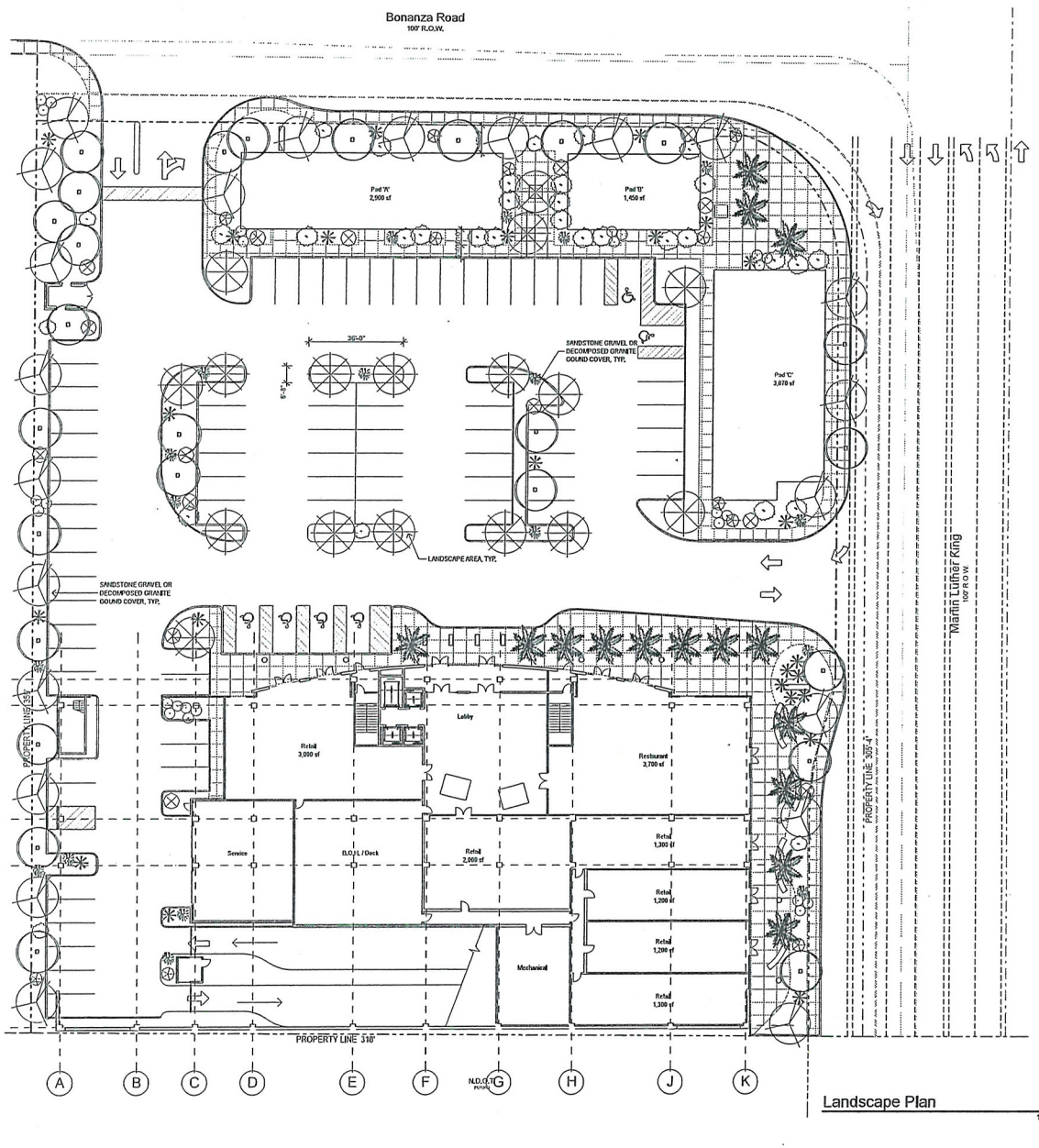
NO	DESCRIPTION	DATE
2	City of Las Vegas SUP/SDR Submittal (Rev)	9.18.06
1	City of Las Vegas SUP/SDR Submittal	05.25.06

ISSUED

TITLE
SITE PLAN AND ZONING INFO

DRAWING NO
AS100

Ahern Corporate Center



Landscape Plan

1" = 20'

Landscape Schedule

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	GUADALUPE FAN PALM	brahea edulis	24" Box	15
	MONDEL PINE	pinus eldarica	24" Box	36
	HERITAGE LIVE OAK	quercus virginiana	24" Box	20
	CHILEAN MESQUITE	prosopis chilensis	24" Box	21
	BAJA RED FAIRY DUSTER	calliandra californica	10 gal	9
	DESERT CASSIA	cassia nemophila	10 gal	85
	MOUNTAIN MARIGOLD	tagetes lemmonii	1 gal	349
	GREEN BUSH DAISY	euryops pectinatus viridis	5 gal	85
	TRAILING LANTANA	lantana montevidensis	5 gal	85
	RED BIRD OF PARADISE	caesalpinia pulcherrima	5 gal	85

LANDSCAPE BUFFERS (WAIVER REQUESTED)

	REQ'D	PROVIDED
FRONT	15'-0"	10'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	15'	10'-0"
REAR	0'-0"	0'-0"

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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TITLE
PLANTING PLAN

DRAWING NO.
L100

Ahern Corporate Center

EOT-40709

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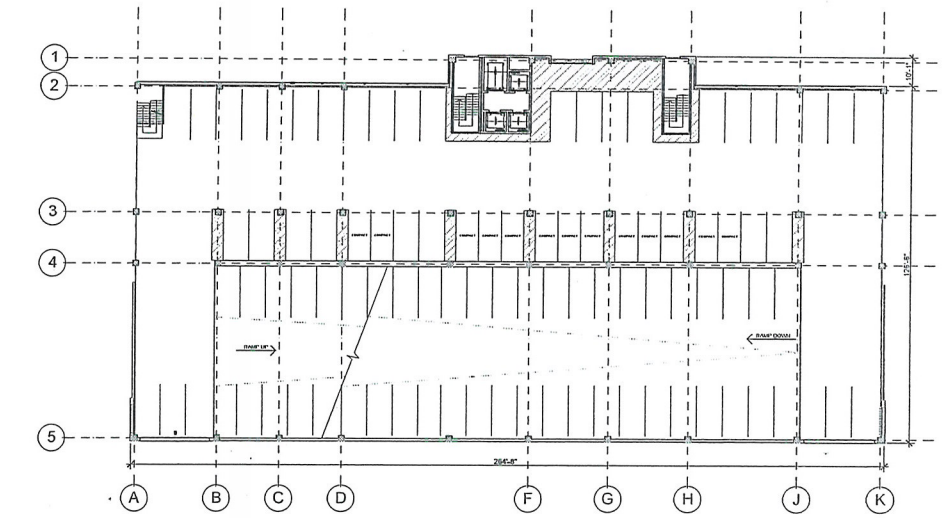
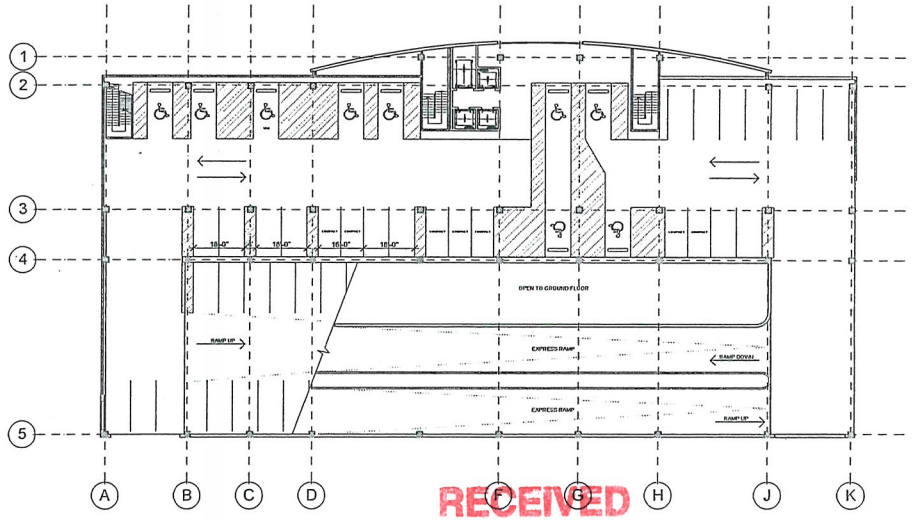


3rd - 7th Level Plan

1" = 20'



Second Level Plan

1" = 20'

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Ahern Corporate Center

Ahern Corporate Center
Site Development Plan
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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1	City of Las Vegas SUP, SDR Submittal	05.25.06

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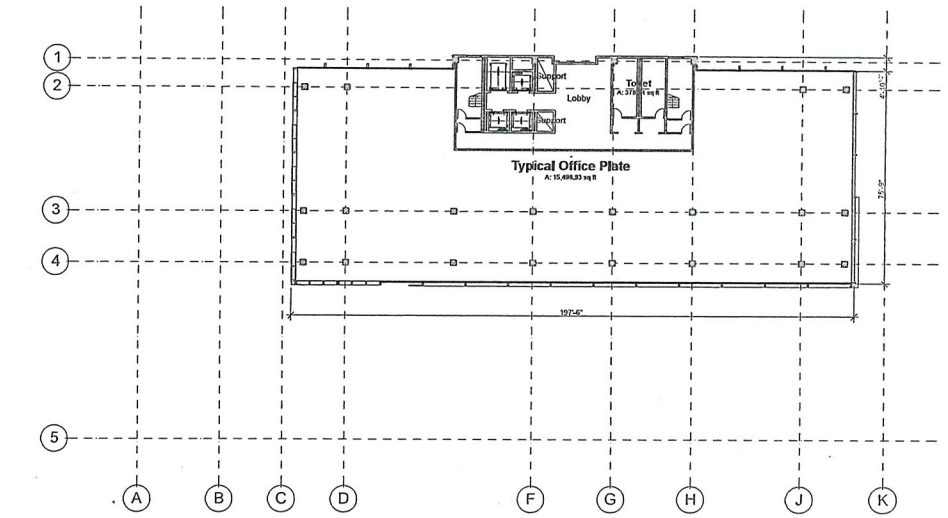
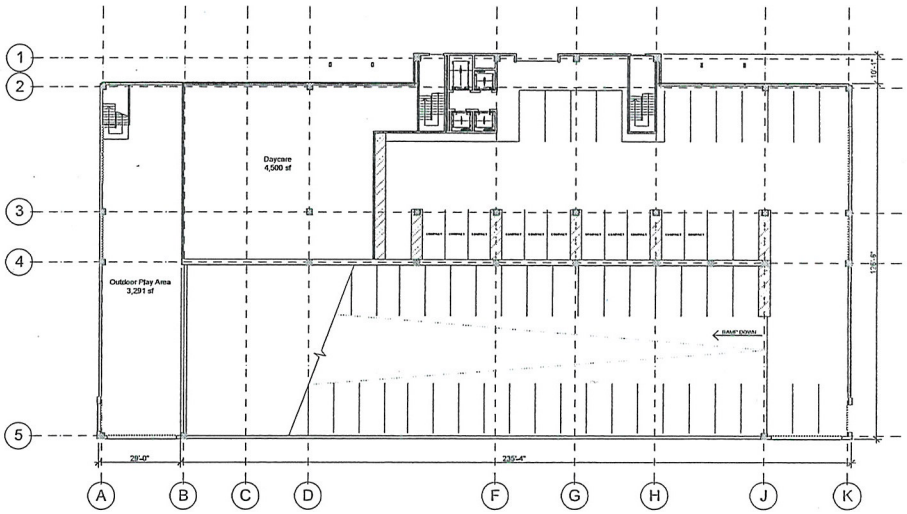
TITLE
SECOND THRU SEVENTH FLOOR PLANS

DRAWING NO.
A100
Ahern Corporate Center



9th - 16th Office Plan

1" = 20'



Eighth Floor

1" = 20'

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Site Development Plan

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	SUP, SDR Submittal (Rev.)	
3	City of Las Vegas	10.12.06

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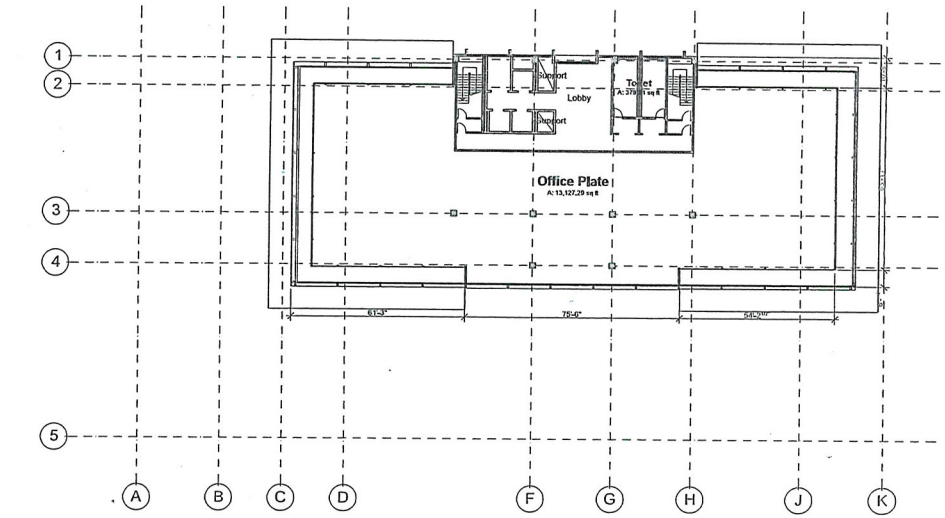
TITLE
EIGHTH THRU
16TH FLOOR

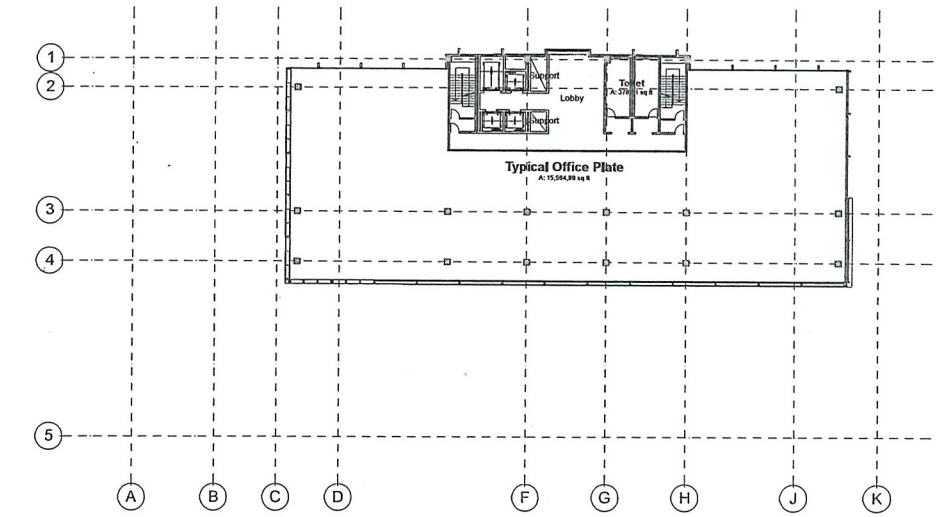
DRAWING NO.
A101
Ahern Corporate Center

Ahern Corporate Center



18th Office Plan

1" = 20'



17th Office Plan

1" = 20'

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mike@aptusarchitecture.com

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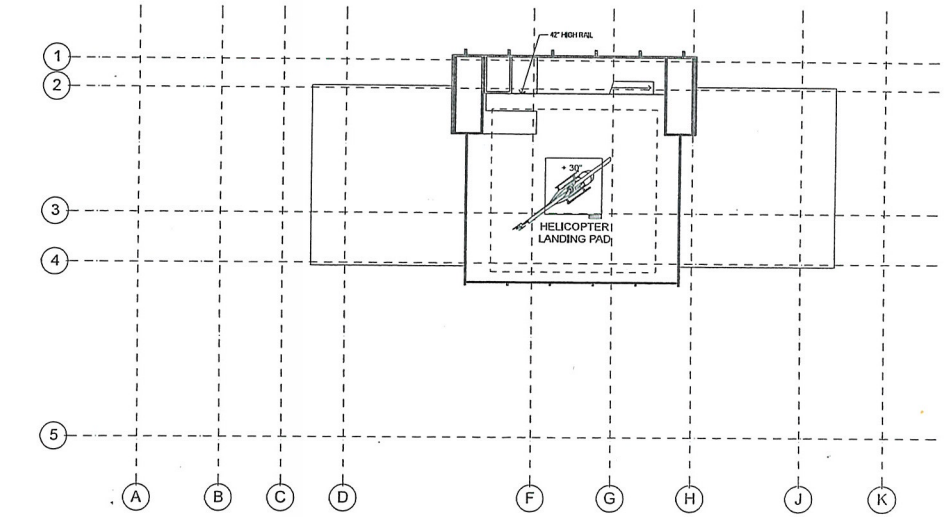
	SUP, SDR, Submittal	

ISSUED

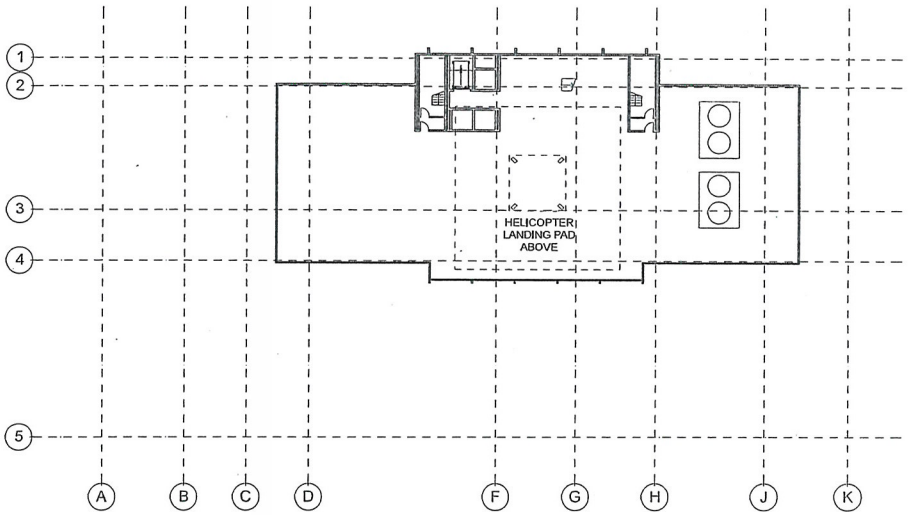
TITLE
18TH THRU 20TH FLOOR

DRAWING NO.
A102
Ahern Corporate Center



Roof 2 Plan

1" = 20'



Roof Plan

1" = 20'

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Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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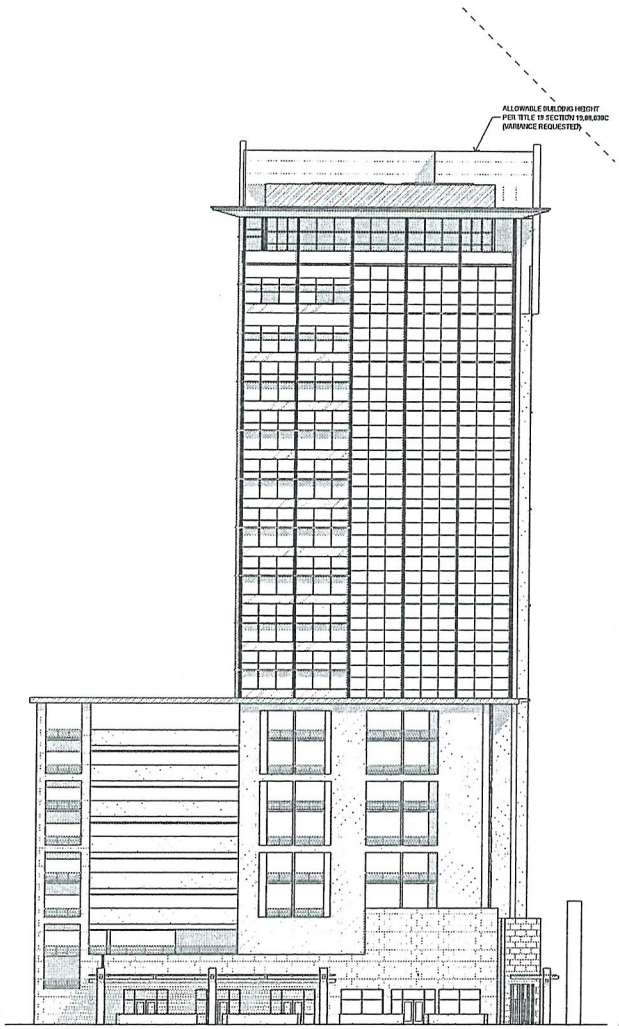
ISSUED

TITLE
ROOF PLAN

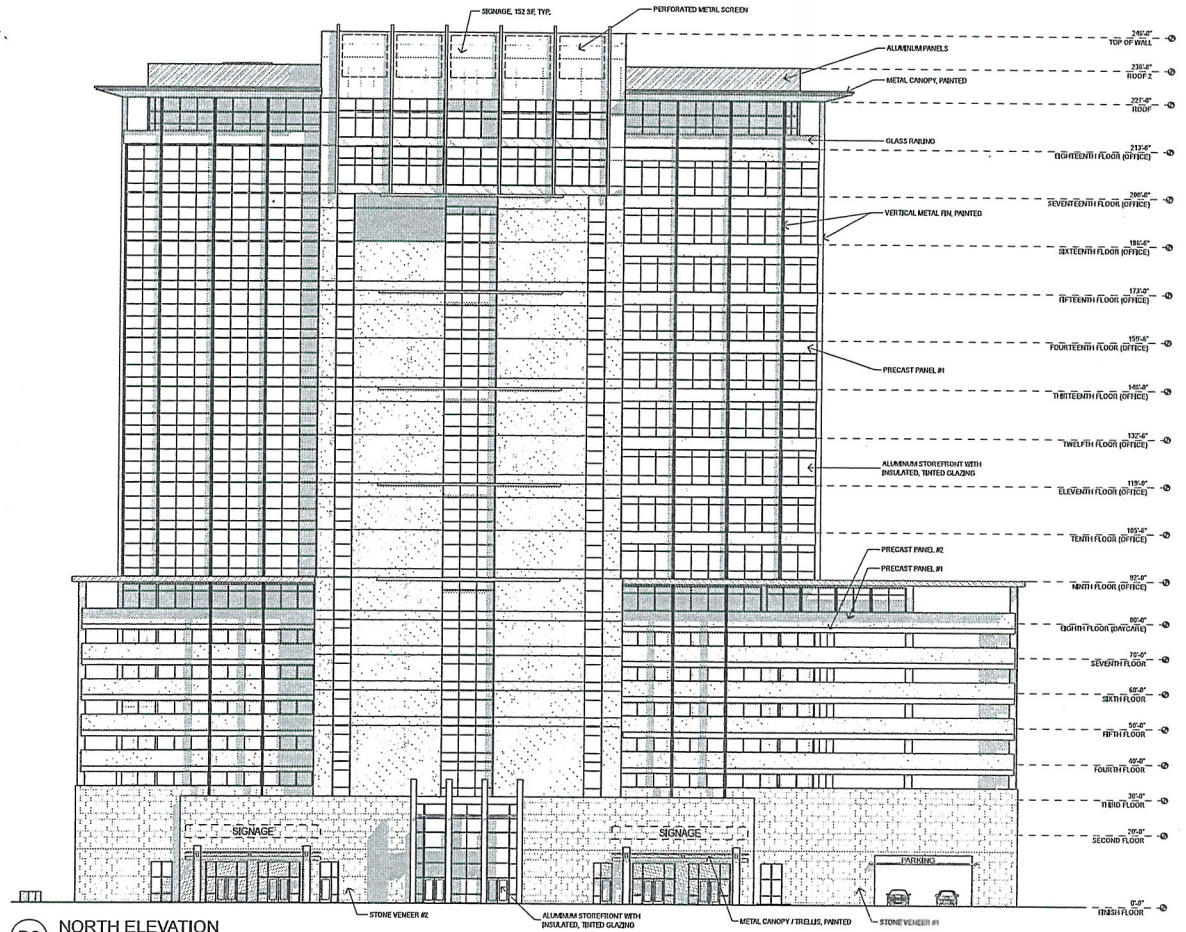
DRAWING NO.
A110
Ahern Corporate Center

Ahern Corporate Center



D1 EAST ELEVATION

1/16" = 1'-0"



D2 NORTH ELEVATION

1/16" = 1'-0"

Ahern Corporate Center

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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	SUP, SDR Submittal	

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TITLE
BUILDING ELEVATIONS

DRAWING NO.
A200
Ahern Corporate Center

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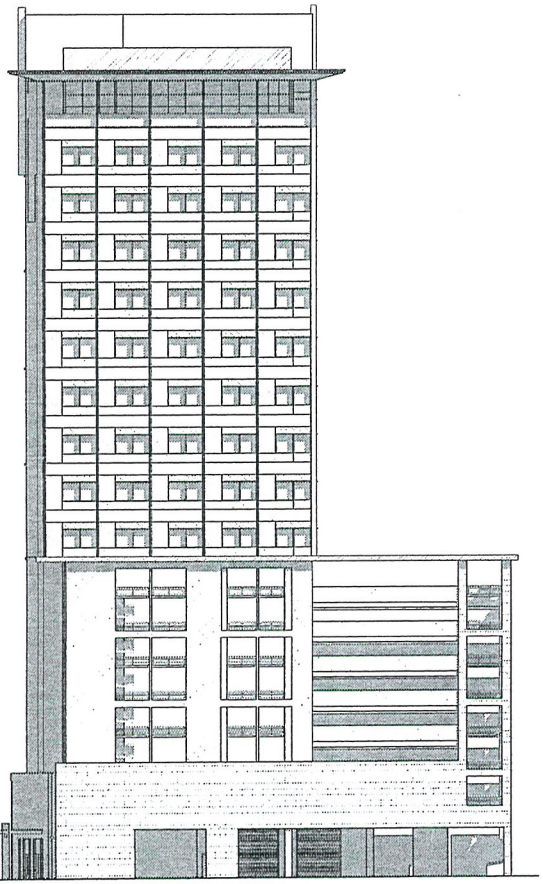
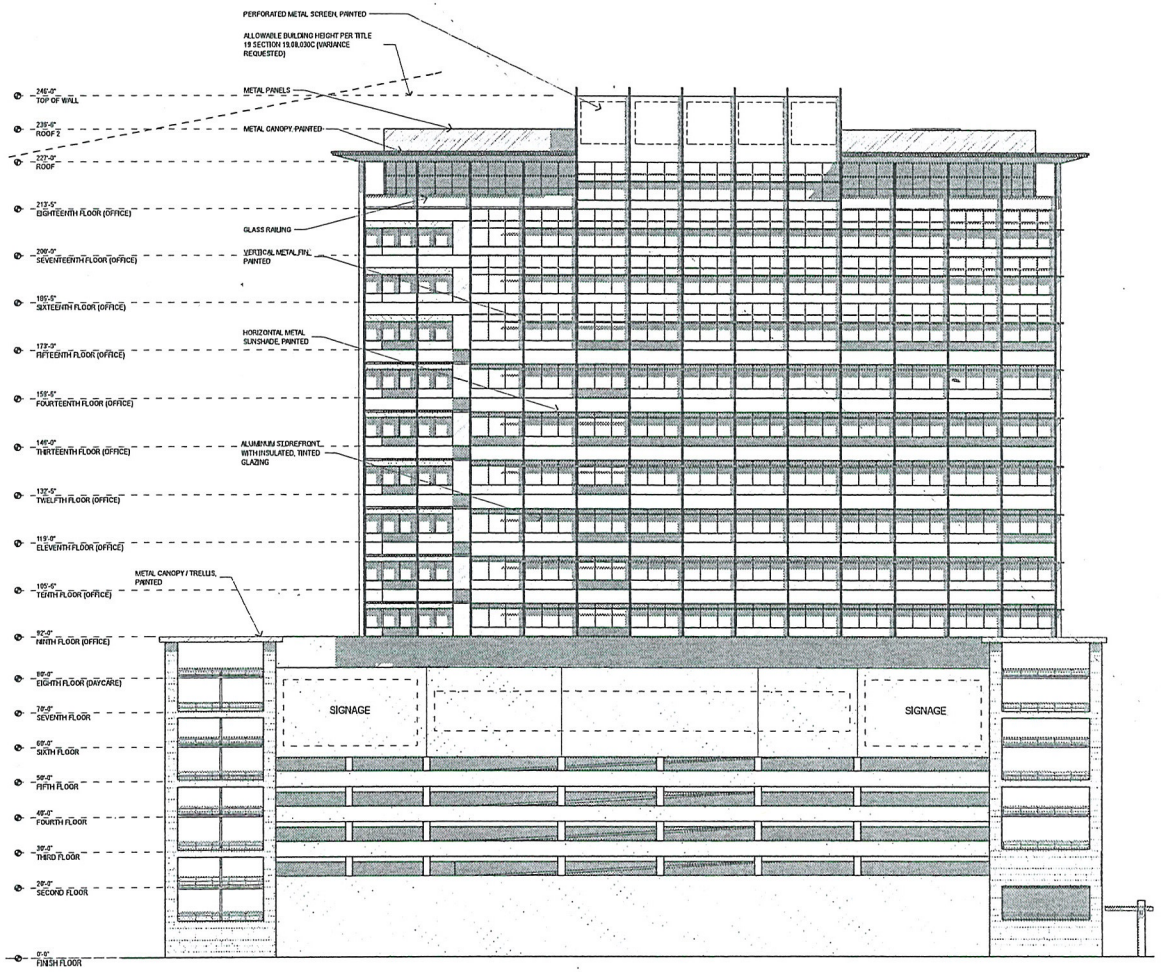


D1 WEST ELEVATION

1/16" = 1'-0"



D2 SOUTH ELEVATION

1/16" = 1'-0"

Ahern Corporate Center

Ahern Corporate Center
Site Development Plan
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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TITLE
BUILDING ELEVATIONS

DRAWING NO.
A201
Ahern Corporate Center

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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

February 21, 2007

Mr. Bruce Bilyeu
DFA, LLC
1611 West Bonanza
Las Vegas, Nevada 89106

RE: SUP-13903 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 17, 2007
RELATED TO ZON-13896, VAR-13900, SUP-13902 AND SDR-13904

Dear Mr. Bilyeu:

The City Council at a regular meeting held January 17, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED 274-FOOT TALL BUILDING IN THE NORTH LAS VEGAS AIRPORT OVERLAY DISTRICT on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 18, 2007. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.06.080 for developments that exceed the height allowed by an Airport Overlay District.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13896), Site Development Plan Review (SDR-13904), Variance (VAR-13900) and Special Use Permit (SUP-13903) 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. Applicant must file FAA Form 7460-1 with the FAA and receive approval prior to the issuance of a building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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EOT-40709

6. The maximum building height shall be 248 feet.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
Aptus Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

EOT-40709

APTUS

January 6, 2011

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-28-401-033

Re: EOT – Extension of Time for the following applications:

ZON-13986 (EOT-33091)
VAR-13900 (EOT-33095)
SUP-13903 (EOT-33092)
SDR-13904 (EOT-33096)
VAR-18250 (EOT-33093)

Architecture
Engineering
Planning
Interiors
Landscape

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner still trying to move forward with this project but it is not at a stage yet to apply for building permits. We are requesting an extension of time for 2 years.

This development is a high rise office tower located on the southwest corner of Bonanza and martin Luther King Drive.

The Ahern Corporate Center will combine much needed office and retail space in a redeveloping area of the city. This project consists of retail, leasable office space, a daycare for the employees working in the building and a restaurant. The majority of the parking is provided in an onsite parking structure under the office tower. The exterior materials include metal panels, precast panels, aluminum storefront and stone panels at the base. The mechanical equipment will be screened from view by perforated metal panels.

We have made every attempt to try and follow City of Las Vegas Title 19 as closely as possible in the design and layout of the site. We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

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EOT-40709

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

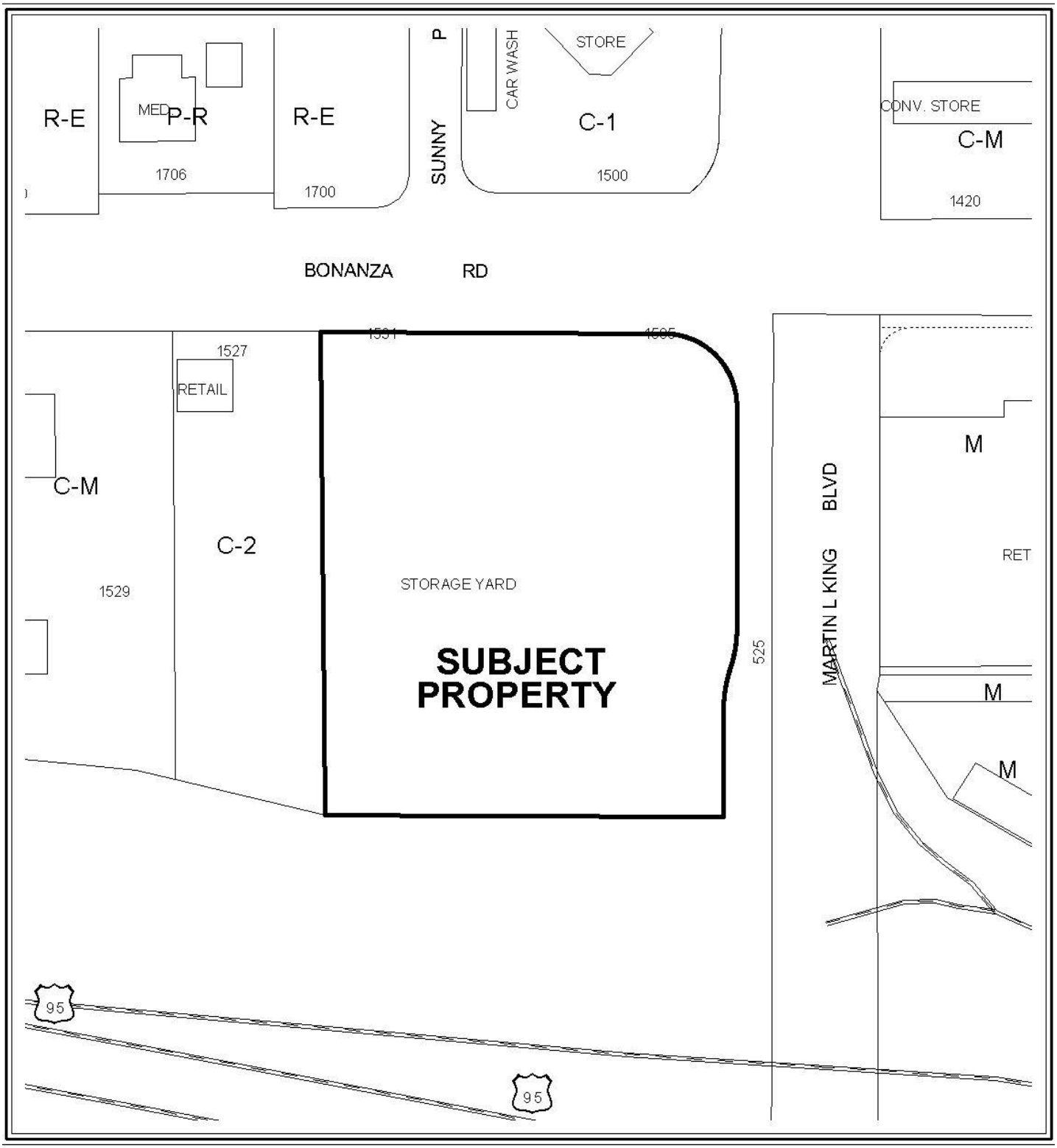
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40710 - EXTENSION OF TIME - VARIANCE - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Variance (VAR-18250) TO ALLOW A PROPOSED BUILDING TO BE FIVE FEET FROM THE CORNER SIDE PROPERTY LINE WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED on 2.61 acres at 525 North Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). 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. City Council Approval Letter for VAR-18250
5. Justification Letter

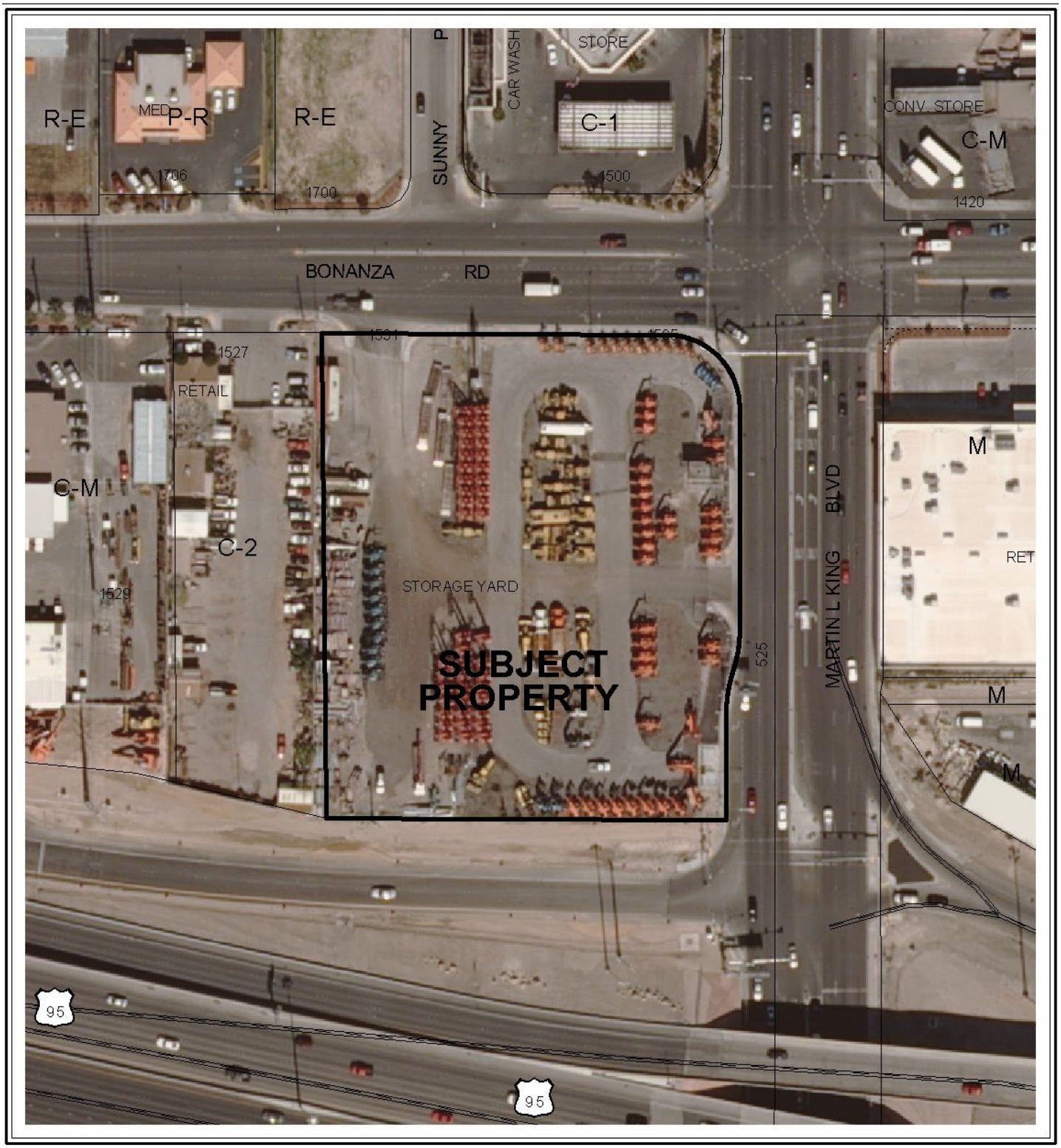


0 200 Feet

CASE: EOT-40710

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 200 Feet

CASE: EOT-40710

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: AHERN RENTALS - OWNER: DFA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40710	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40710 CONDITIONS

Planning and Development

1. This Variance (VAR-18250) shall expire January 17, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-18250) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by an equipment storage yard with previous approval for a commercial development consisting of three (3) retail pads and a 20-story building with an approved with a Variance (VAR-18250) to allow a proposed building to be five-inches from the corner side property line where 15 feet is the minimum setback required for a commercial development at 525 North Martin L. King Boulevard. Since the original approval of the Variance (VAR-18250) in January 2007, no building permits have been issued, nor have plans been submitted for review for the proposed project. There have been new entitlements for property to the west for light manufacturing/ light assembly and fabrication/auto repair garage-major/office space, and to the northwest for commercial development. The applicant is requesting an Extension of Time as they are not yet at a stage in the project to apply for building permits.

It is noted that there are three (3) related Extension of Times (EOT-40708, EOT-40709, EOT-40711) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed-Use, Industrial, or Public Facilities on various parcels located with the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
01/11/07	The Planning Commission approved a request for a Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended approval.
01/17/07	The City Council approved a request for Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/17/07	The City Council approved a related request for a Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District.
	The City Council approved a related request for a Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscape requirements.
02/28/08	The Planning Commission approved a request for a Review of Condition (ROC-26778) to modify Condition Number 15 of a previously approved Site Development Plan Review (SDR-13904), which stated on-site off-premise advertising signs shall be removed prior to the issuance of building permits on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended denial.
03/04/09	The City Council approved request for an Extension of Time (EOT-33091) of a previously approved Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-33093) of a previously approved Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required.
	The City Council approved a related request for an Extension of Time (EOT-33095) of a previously approved Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required.
	The City Council approved a related request for an Extension of Time (EOT-33092) of a previously approved Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District.
	The City Council approved a related request for an Extension of Time (EOT-33096) of a previously approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscape requirements.

Most Recent Change of Ownership	
08/21/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the intended use at the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	2.61

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Equipment Storage Yard- Proposed High Rise Office Tower	C (Commercial)	C-2 (General Commercial)
North	Convenience Store and car Wash	C (Commercial)	C-1 (Limited Commercial)
South	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Retail Establishment	LI/R (Light Industry/Research)	M (Industrial)
West	Office, Storage Yard, Truck Rental	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)

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	N*
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 is the second request for an Extension of Time of a previously approved Variance (VAR-18250) to allow a proposed building to be five-inches from the corner side property line where 15 feet is the minimum setback required for a proposed commercial development at 525 North Martin L. King Boulevard. Since the original approval of the Variance (VAR-18250) in January 2007, no building permits have been issued, nor have plans been submitted for review for the proposed project. Though the project does not meet the North Las Vegas Airport Overlay District restriction of 140 feet as there is a proposed 274-foot tall building as part of the project, the City Council did approve a Special Use Permit (SUP-13903) to allow the structure.

FINDINGS

The Variance (VAR-18250) has not met the requirements outlined in Title 19.18.070 to exercise the entitlement as a building permit has not yet been issued for the intended use. Though new entitlements for properties to the west and northwest of the subject site have been approved, the proposed project will not negatively affect the development in these surrounding areas. The applicant is requesting an Extension of Time as they are not yet at a stage in the project to request building permits. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-18250) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40710** APN: 139-28-401-033

Name of Property Owner: DFA, LLC

Name of Applicant: Ahern Rentals

Name of Representative: APTUS

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: Don F Ahern

Print Name: Don F. Ahern

Subscribed and sworn before me

This 10th day of January, 20 11

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
March 26, 2011
No: 01-68799-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VAR 18250 (EOT 33093)

Project Address (Location) 525 North Martin Luther King

Project Name Ahern Corporate Center **Proposed Use** Office/Retail

Assessor's Parcel #(s) 139-28-401-033 **Ward #** 5- Barlow

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed n/a

Commercial Square Footage 177,200 **Floor Area Ratio** _____

Gross Acres 2.61 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER DFA, LLC **Contact** Bruce Bilyeu

Address 1611 W. Bonanza **Phone:** (702) 858-2025 **Fax:** (702) 636-1345

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address bruce@ahern.com

APPLICANT Ahern Rentals **Contact** Bruce Bilyeu

Address 1611 W. Bonanza **Phone:** (702) 858-2025 **Fax:** (702) 636-1345

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address bruce@ahern.com

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** Nevada **Zip** 89104

E-mail Address kristen@aptusgroup.com

Property Owner Signature* X Don F Ahern

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Don F. Ahern

Subscribed and sworn before me

This 10th day of January, 20 11.

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
March 25, 2011
No: 01-68799-1

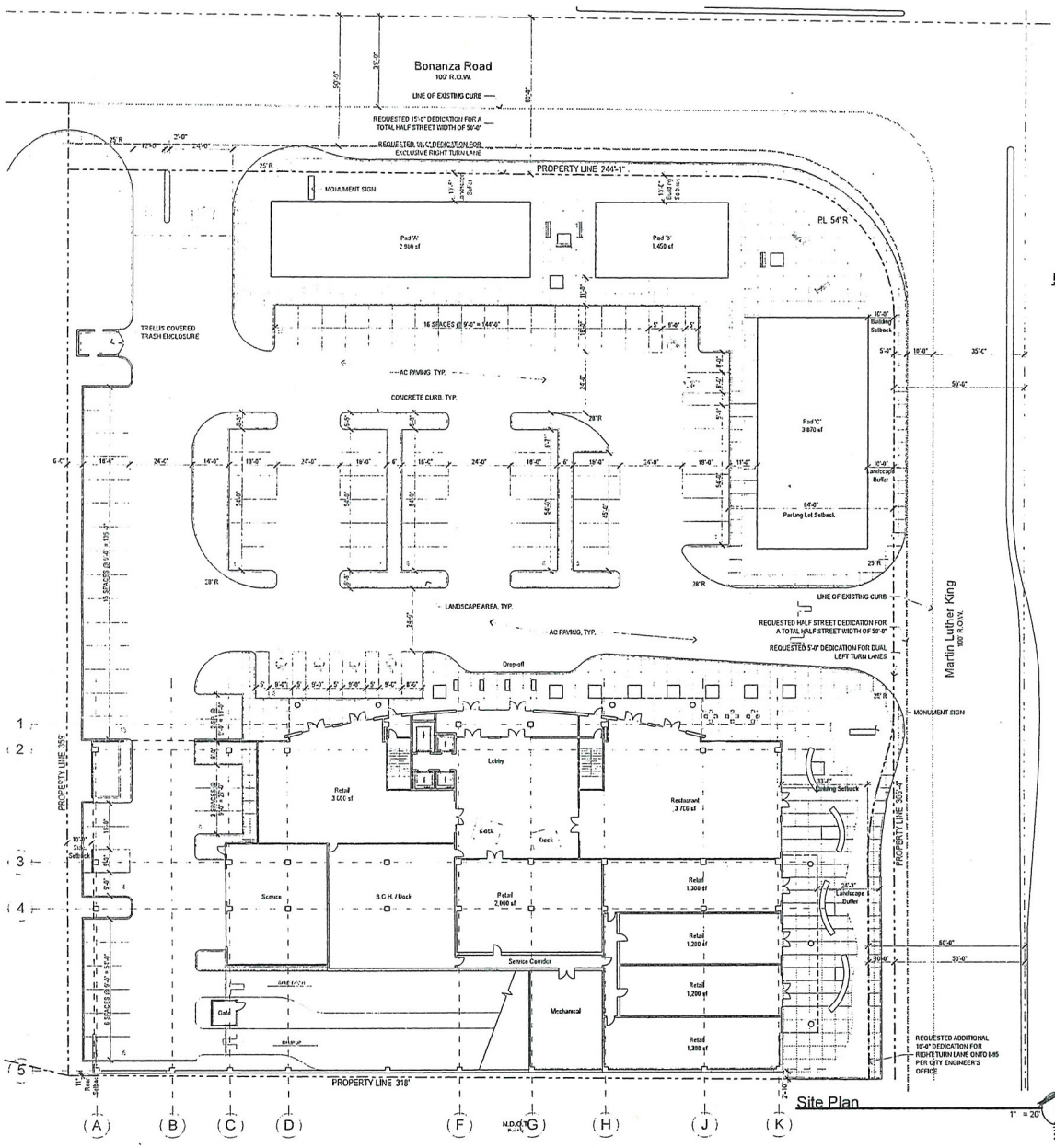
FOR DEPARTMENT USE ONLY

Case #	EOT-40110
Meeting Date:	3-2-11
Total Fee:	300
Date Received:*	1-13-11
Received By:	FS

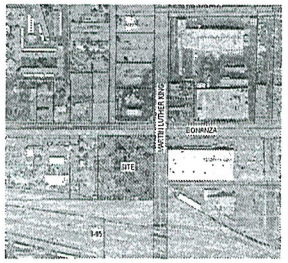
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

F:\depot\Application Packet\Application Form.pdf



Site Plan 1" = 20'



Location Map 1" = 40'



Vicinity Map 1" = 40'

Site Zoning & Data

SITE DATA:

PARCEL NUMBER	139-08-401-030
JURISDICTION	CITY OF LAS VEGAS - 89106
EXISTING GENERAL PLAN	GC
EXISTING ZONING	R-E
PROPOSED ZONING	C-2
SITE AREA	112,549 NSF 2.61 NET ACRES

SETBACKS - (BUILDING) (VARIANCE REQUESTED)

	REQ'D	PROVIDED
FRONT	25'-0"	10'-0"
INTERIOR SIDE	10'-0"	10'-0"
SIDE STREET	15'-0"	10'-0" 35'-4"
REAR	20'-0"	6'-11"

SETBACKS - (PARKING) (VARIANCE REQUESTED)

	REQ'D	PROVIDED
FRONT	15'-0"	51'-9"
INTERIOR SIDE	0'-0"	N/A
SIDE STREET	15'-0"	64'-0"
REAR	0'-0"	N/A

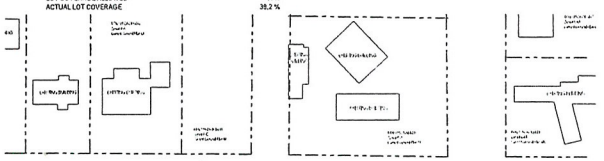
MAX HEIGHT & STORIES	NONE
ACUTAL HEIGHT & STORIES	27'-0" & 2 STORIES
LOT COVERAGE ALLOWED	50%
ACTUAL LOT COVERAGE	38.2 %

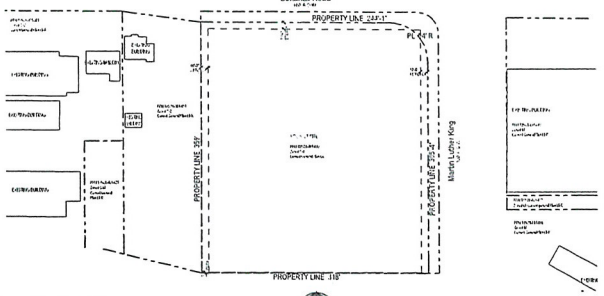
BUILDING AREA:

PAD 'A'	2,900 sf
PAD 'B'	1,450 sf
PAD 'C'	3,870 sf
OFFICE	150,000 sf
RETAIL	10,000 sf
CHILD CARE	4,500 sf
RESTAURANT	3,700 sf
TOTAL	176,420 sf

PARKING CALCULATIONS:

TOTAL PARKING REQUIRED	
CHILD CARE	M STAFF + 1/10 CHILDREN = 15
OFFICE	150,000 @ 1:300 = 500
RETAIL	10,220 @ 1:175 = 105
RESTAURANT (EATING AREA)	1,000@ 1:50 = 20
RESTAURANT (REMAINING)	2,700 @ 1:200 = 14
PARKING REQUIRED	654
HANDICAPPED PARKING REQUIRED	14 (2 VAN SPACES)
STANDARD PARKING PROVIDED	564
HANDICAPPED PARKING PROVIDED	15
COMPACT SPACES PROVIDED	83 (12.4%)
TOTAL PARKING PROVIDED	656





Zoning Map 1" = 200'

Ahern Corporate Center

Site Development Review

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

APTUS:Architecture

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info@aptusarchitecture.com

APTUS PROJECT NO 06.011

ARCHITECT

ENGINEER

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NO	DESCRIPTION	DATE
2	City of Las Vegas SUBSDR Submittal (Rev)	9.18.06
1	City of Las Vegas SUBSDR Submittal	05.25.06

ISSUED

TITLE
SITE PLAN AND ZONING INFO

DRAWING NO
AS100

Ahern Corporate Center

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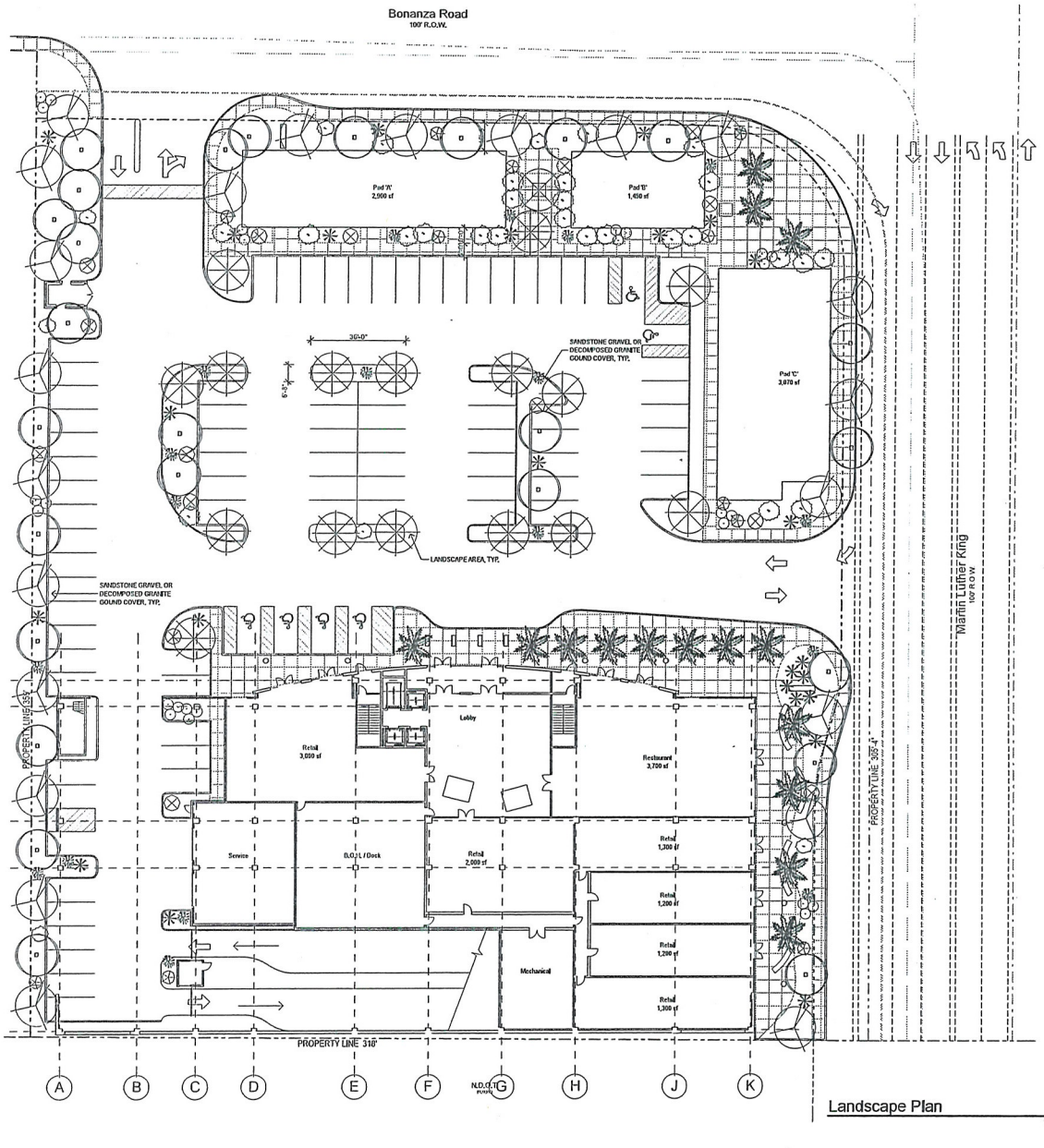
EOT-40710
City of Las Vegas



Landscape Plan

1" = 20'

Landscape Schedule

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	GUADALUPE FAN PALM	brahea edulis	24" Box	15
	MONDEL PINE	pinus eldarica	24" Box	36
	HERITAGE LIVE OAK	quercus virginiana	24" Box	20
	CHILEAN MESQUITE	prosopis chilensis	24" Box	21
	BAJA RED FAIRY DUSTER	calliandra californica	10 gal	8
	DESERT CASSIA	cassia nemophila	10 gal	85
	MOUNTAIN MARIGOLD	tagetes lemmonii	1 gal	340
	GREEN BUSH DAISY	eurypos pectinatus viridis	5 gal	85
	TRAILING LANTANA	lantana montevidensis	5 gal	85
	RED BIRD OF PARADISE	caesalpinia pulcherrima	5 gal	85

LANDSCAPE BUFFERS (WAIVER REQUESTED)

	REQ'D	PROVIDED
FRONT	15'-0"	10'-0"
INTERIOR SIDE	0'-0"	0'-0"
SIDE STREET	15'	10'-0"
REAR	0'-0"	0'-0"

Ahern Corporate Center
Site Development Review

SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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NO	DESCRIPTION	DATE
2	City of Las Vegas	9.18.06
	SUP/SDR Submittal (fax)	
1	City of Las Vegas	05.25.06
	SUP/SDR Submittal	

ISSUED

TITLE
PLANTING PLAN

DRAWING NO
L100

Ahern Corporate Center

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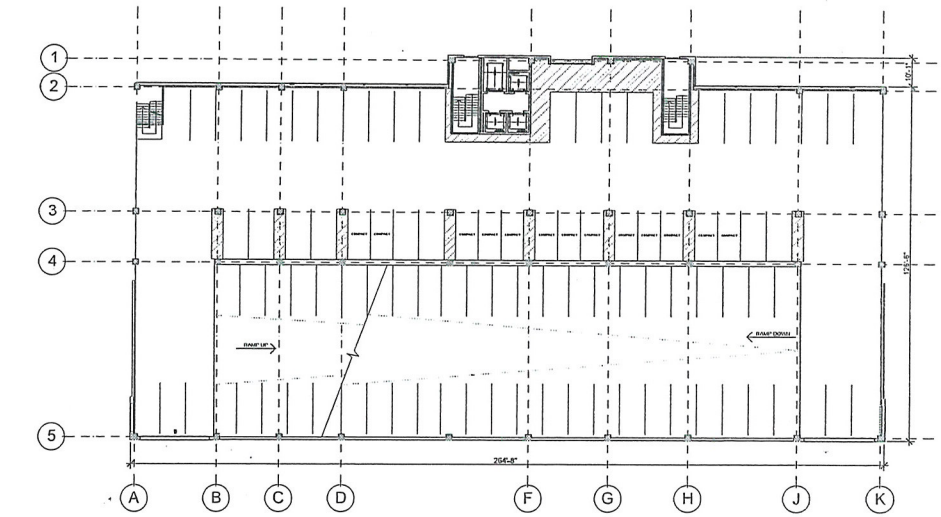
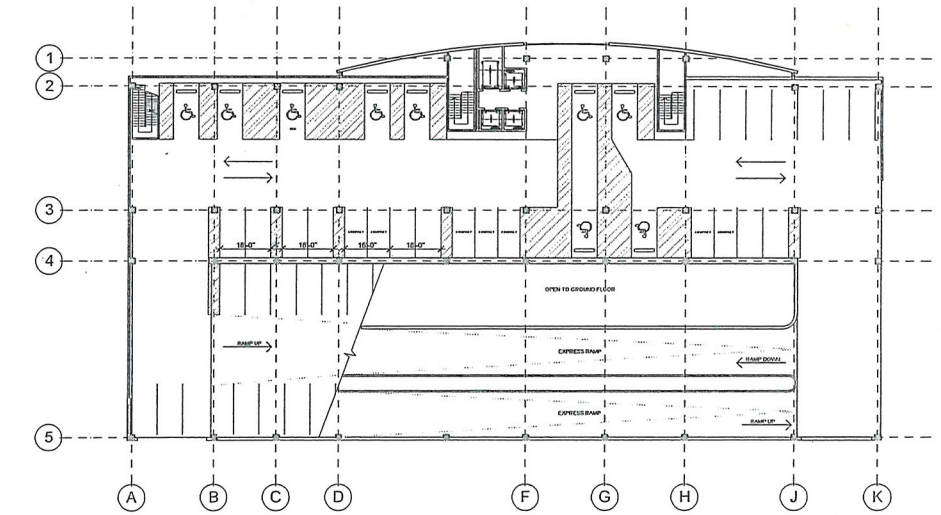
City of Las Vegas
EOT-40710



3rd - 7th Level Plan

1" = 20'



Second Level Plan

1" = 20'

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EOT-40710

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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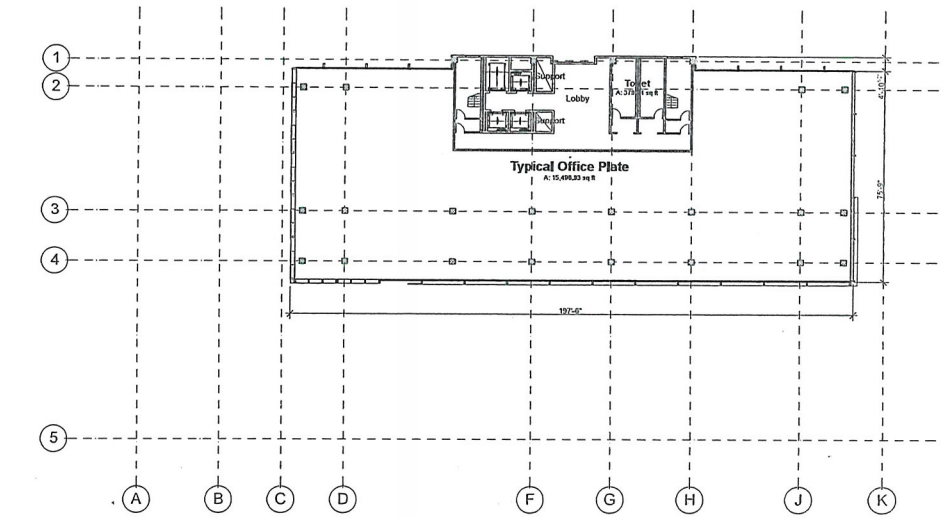
NO	DESCRIPTION	DATE
3	City of Las Vegas SUP, SDR, Submittal (Rev.)	10.13.06
2	City of Las Vegas SUP, SDR, Submittal (Rev.)	09.18.06
1	City of Las Vegas SUP, SDR, Submittal	05.25.06

ISSUED

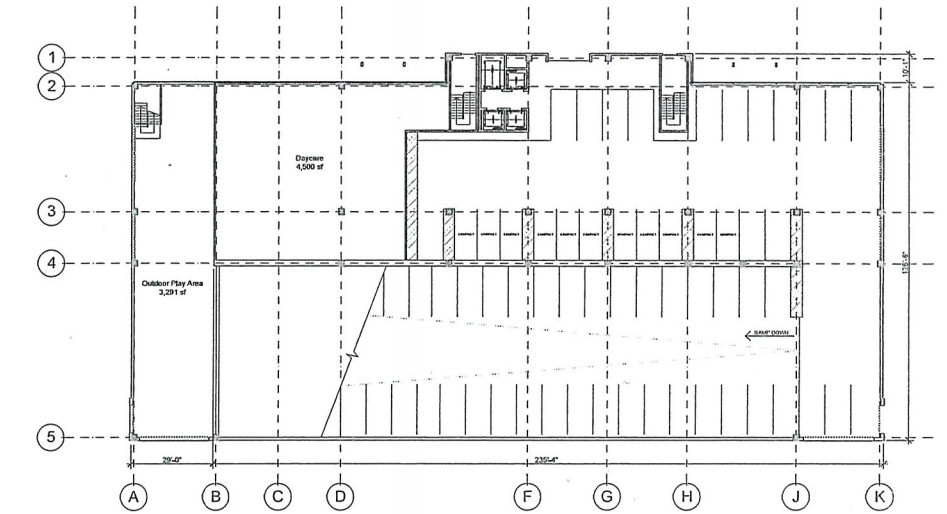
TITLE
SECOND THRU SEVENTH FLOOR PLANS

DRAWING NO.
A100
Ahern Corporate Center



9th - 16th Office Plan

1" = 20'



Eighth Floor

1" = 20'

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

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2	City of Las Vegas	09.18.06
	SUP/SDR Submittal (Rev)	
1	City of Las Vegas	05.25.06
	SUP/SDR Submittal	

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TITLE

EIGHTH THRU 16TH FLOOR

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City of Las Vegas

EOT-40710

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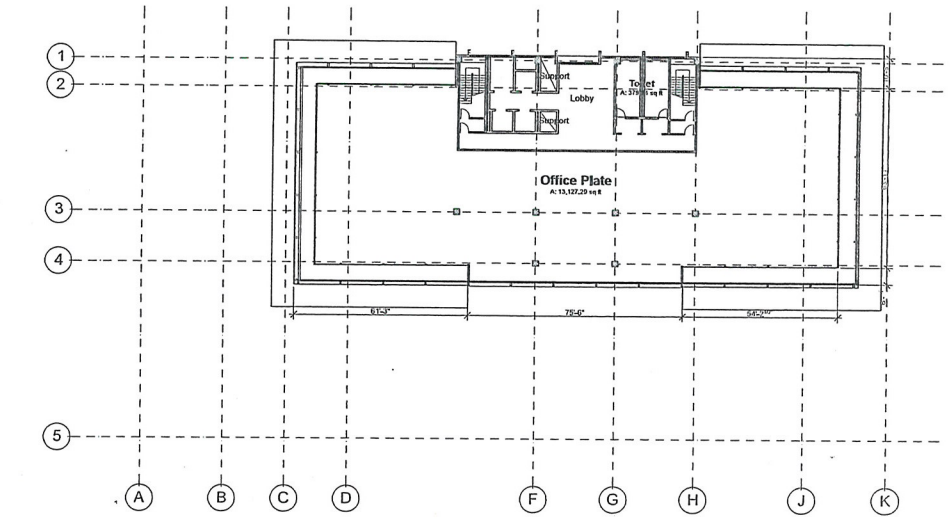
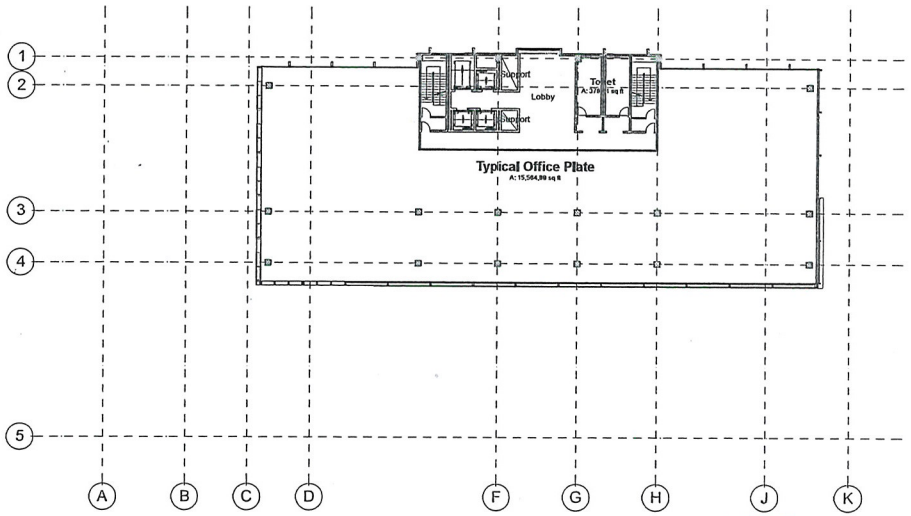


18th Office Plan

1" = 20'



17th Office Plan

1" = 20'

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City of Las Vegas

EOT-40710

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

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3	City of Las Vegas	10.13.06
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2	City of Las Vegas	09.18.06
	SUP, SDR, Submittal (Rev.)	
1	City of Las Vegas	05.25.06
	SUP, SDR, Submittal	

ISSUED

TITLE

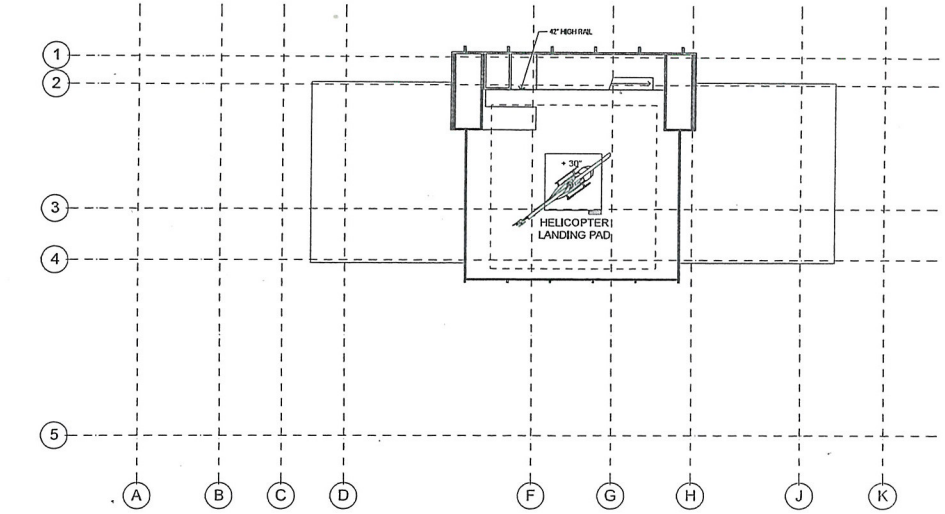
18TH THRU 20TH FLOOR

DRAWING NO.

A102

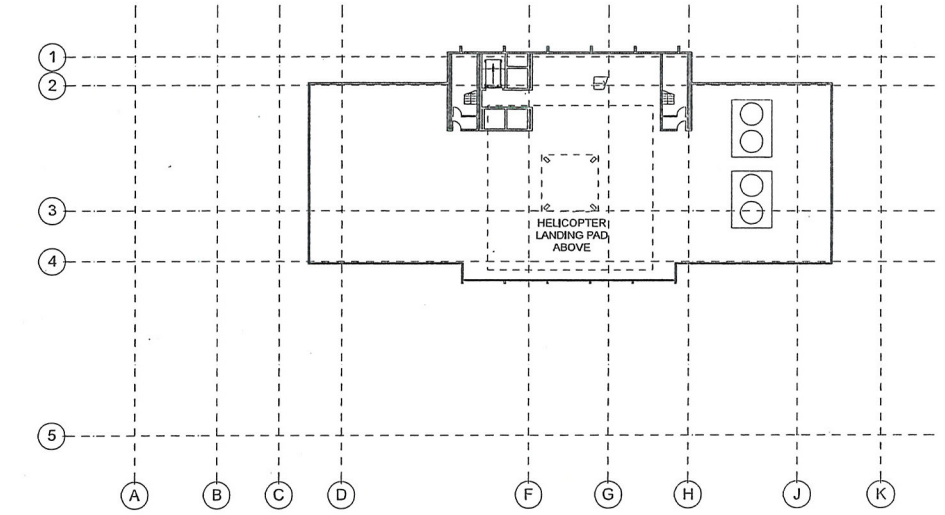
Ahern Corporate Center

Ahern Corporate Center



Roof 2 Plan

1" = 20'



Roof Plan

1" = 20'

RECEIVED
JAN 13 2011
City of Las Vegas

EOT-40710

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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APTUS PROJECT NO. 06.011

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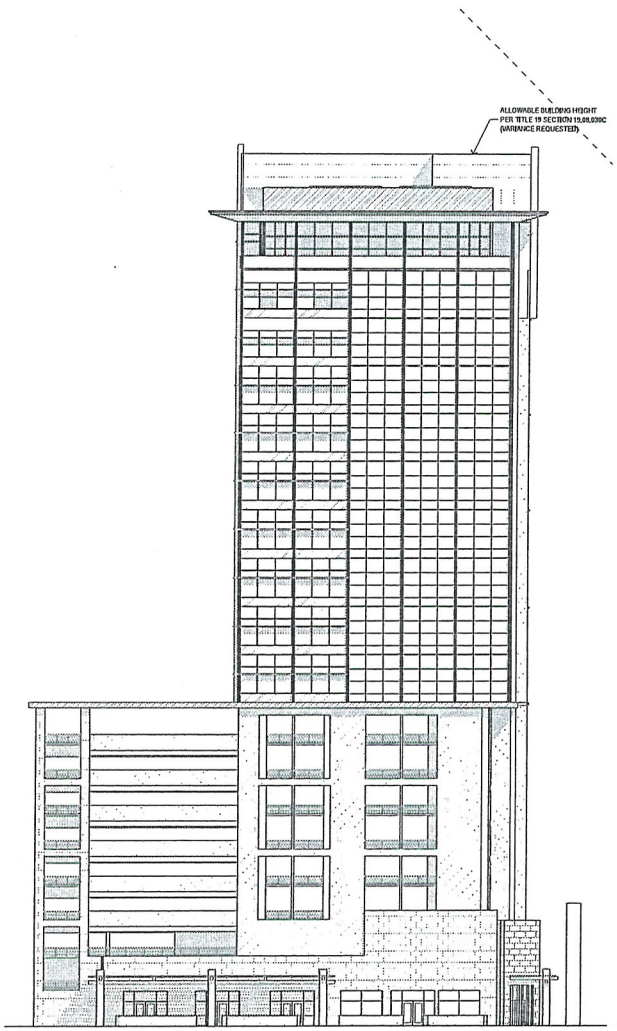
NO	DESCRIPTION	DATE
3	City of Las Vegas	10.13.06
	SUP, SDR, Submittal (Rev)	
2	City of Las Vegas	09.18.06
	SUP, SDR, Submittal (Rev)	
1	City of Las Vegas	05.25.06
	SUP, SDR, Submittal	

ISSUED

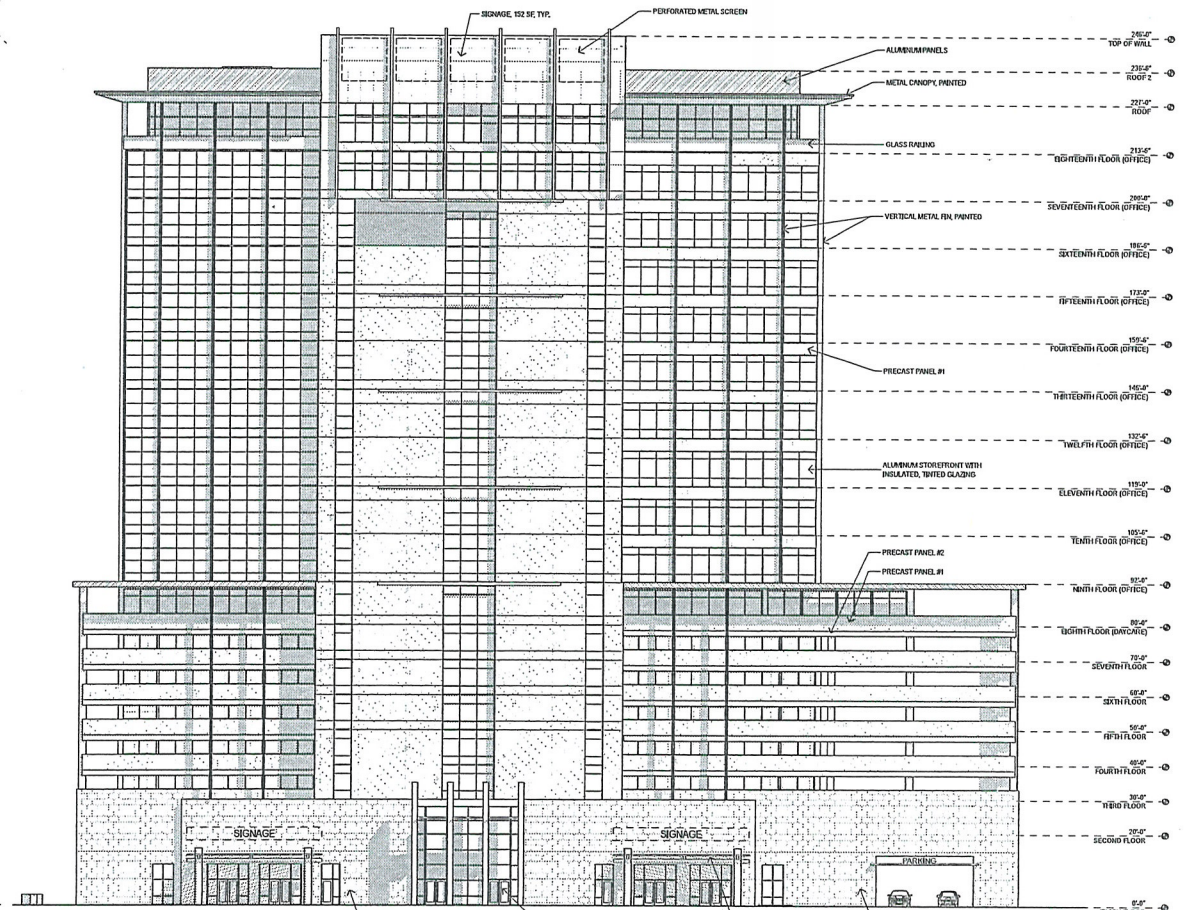
TITLE
ROOF PLAN

DRAWING NO.
A110
Ahern Corporate Center



D1 EAST ELEVATION

1/16" = 1'-0"



D2 NORTH ELEVATION

1/16" = 1'-0"

RECEIVED
JAN 13 2011
City of Las Vegas

EOT-40710

Ahern Corporate Center

Ahern Corporate Center
Site Development Plan
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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APTUS PROJECT NO 06.011

ARCHITECT

ENGINEER

NOTES

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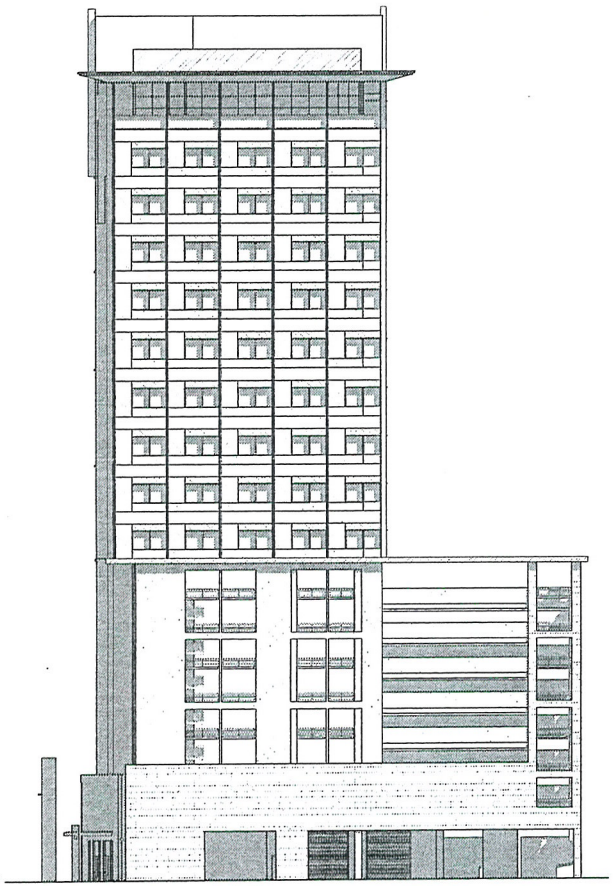
NO	DESCRIPTION	DATE
3	City of Las Vegas SUP/SDR Submittal (Rev)	10.13.06
2	City of Las Vegas SUP/SDR Submittal (Rev)	09.10.06
1	City of Las Vegas SUP/SDR Submittal	05.25.06

ISSUED

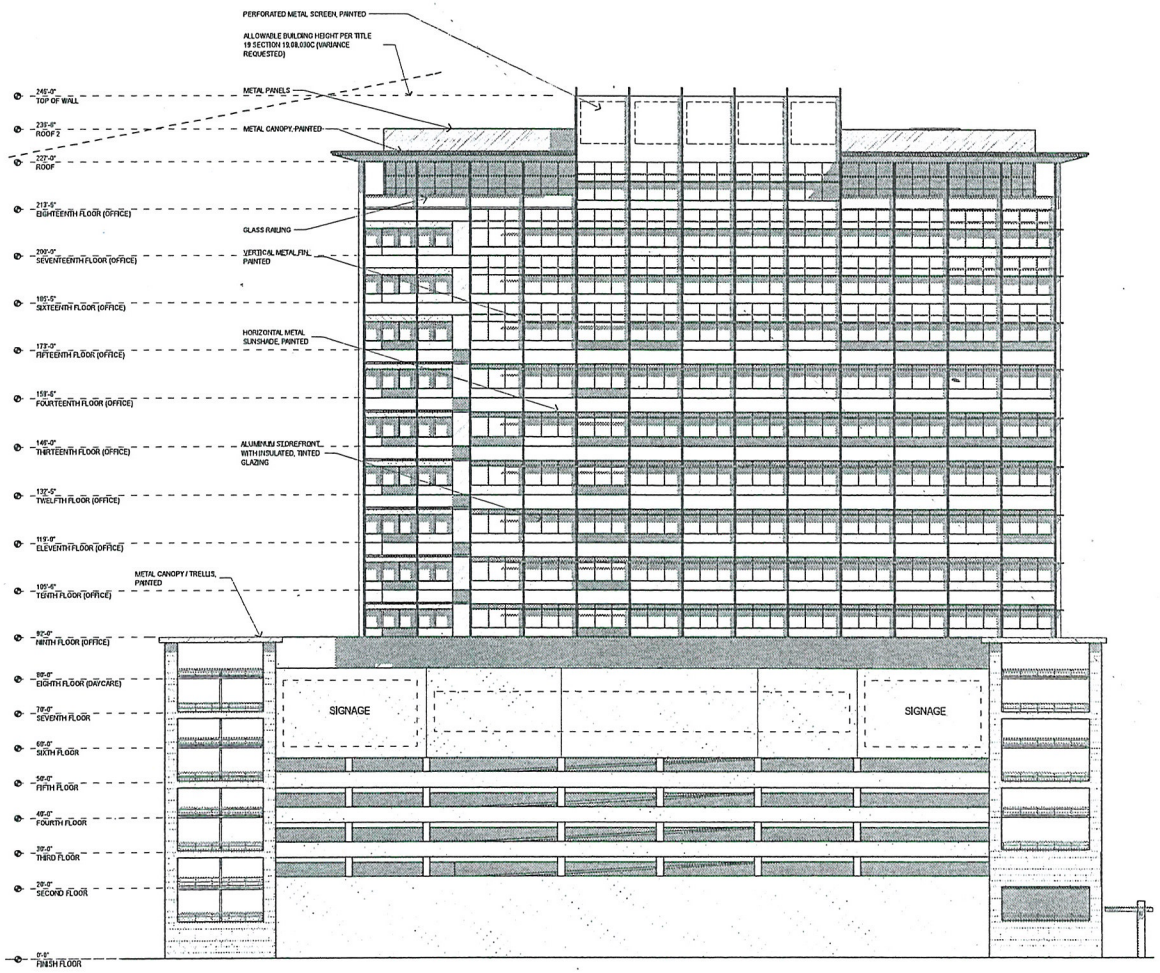
TITLE
BUILDING ELEVATIONS

DRAWING NO
A200
Ahern Corporate Center



D1 WEST ELEVATION

1/16" = 1'-0"



D2 SOUTH ELEVATION

1/16" = 1'-0"

Ahern Corporate Center

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

APTUS Architecture

1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702 839 1200
F 702 839 1213
info@aptusarchitecture.com

APTUS PROJECT NO. 06.011

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NO	DESCRIPTION	DATE
3	City of Las Vegas	10.13.06
	SUP, SDR Submittal (Rev)	
2	City of Las Vegas	09.19.06
	SUP, SDR Submittal (Rev)	
1	City of Las Vegas	05.25.06
	SUP, SDR Submittal	

ISSUED

TITLE
BUILDING ELEVATIONS

DRAWING NO.
A201
Ahern Corporate Center

RECEIVED
JAN 13 2011
City of Las Vegas
EOT-40710

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

TTY 702-386-9108
Voice:
Administration 229-6353
Comp Planning 229-6022
Current Planning 229-6301
www.lasvegasnevada.gov

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

City Manager
Douglas A. Selby

07101-001-07-05

065491

January 12, 2007

Mr. Bruce Bilyeu
DFA, LLC
1611 West Bonanza
Las Vegas, Nevada

RE: VAR-18250 - VARIANCE

Dear Mr. Bilyeu:

Your Request for a Variance TO ALLOW A PROPOSED BUILDING TO BE FIVE FEET FROM THE CORNER SIDE PROPERTY LINE WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 5 (Weekly), was considered by the Planning Commission on January 11, 2007.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

1. Conformance to the conditions for Rezoning (ZON-13896), Special Use Permit (SUP-13902), Special Use Permit (SUP-13903), Variance (VAR-13900), and Site Development Plan Review (SDR-13904), if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

This action by the Planning Commission on ***January 11, 2007*** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision or there is a review action filed by the City Council within the same time period. The Notice of Final Action was filed with the Las Vegas City Clerk on ***January 12, 2007.***

Sincerely,

John Korkosz

John Korkosz, Planning Supervisor
Planning and Development Department
Current Planning Division

JK:dm

cc: Mr. Kristen Neuman
APTUS Architecture
1200 South Fourth Street, Suite 206
Las Vegas, Nevada 89104

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JAN 13 2011
City of Las Vegas
EOT-40710

APTUS

January 6, 2011

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-28-401-033

Re: EOT – Extension of Time for the following applications:

ZON-13986 (EOT-33091)
VAR-13900 (EOT-33095)
SUP-13903 (EOT-33092)
SDR-13904 (EOT-33096)
VAR-18250 (EOT-33093)

Architecture
Engineering
Planning
Interiors
Landscape

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner still trying to move forward with this project but it is not at a stage yet to apply for building permits. We are requesting an extension of time for 2 years.

This development is a high rise office tower located on the southwest corner of Bonanza and martin Luther King Drive.

The Ahern Corporate Center will combine much needed office and retail space in a redeveloping area of the city. This project consists of retail, leasable office space, a daycare for the employees working in the building and a restaurant. The majority of the parking is provided in an onsite parking structure under the office tower. The exterior materials include metal panels, precast panels, aluminum storefront and stone panels at the base. The mechanical equipment will be screened from view by perforated metal panels.

We have made every attempt to try and follow City of Las Vegas Title 19 as closely as possible in the design and layout of the site. We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

aptusgroup.com

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JAN 13 2011
City of Las Vegas

EOT-40710

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-40711 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: AHERN RENTALS - OWNER: DFA, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-13904) FOR A COMMERCIAL DEVELOPMENT CONSISTING OF A 3,000 SQUARE FOOT, A 1,500 SQUARE FOOT, AND A 4,500 SQUARE FOOT RETAIL PAD; A 20 STORY BUILDING CONSISTING OF 3,700 SQUARE FEET OF RESTAURANT SPACE, 10,000 SQUARE FEET OF RETAIL SPACE, 150,000 SQUARE FEET OF OFFICE SPACE, AND A 4,500 SQUARE FOOT CHILD CARE FACILITY; AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 2.61 acres at 525 North Martin L. King Boulevard (APN 139-28-401-033), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

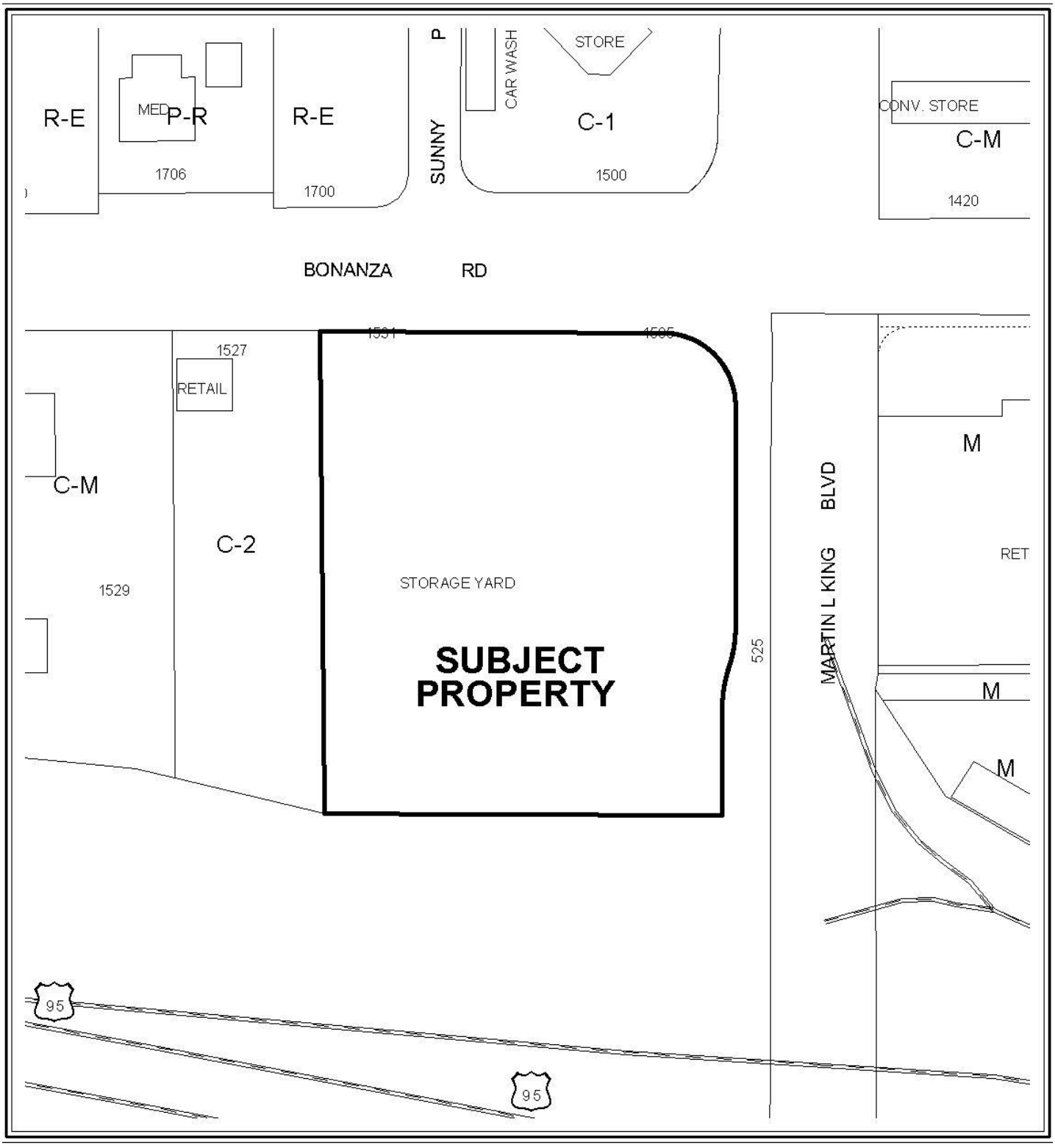
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-13904
5. Justification Letter

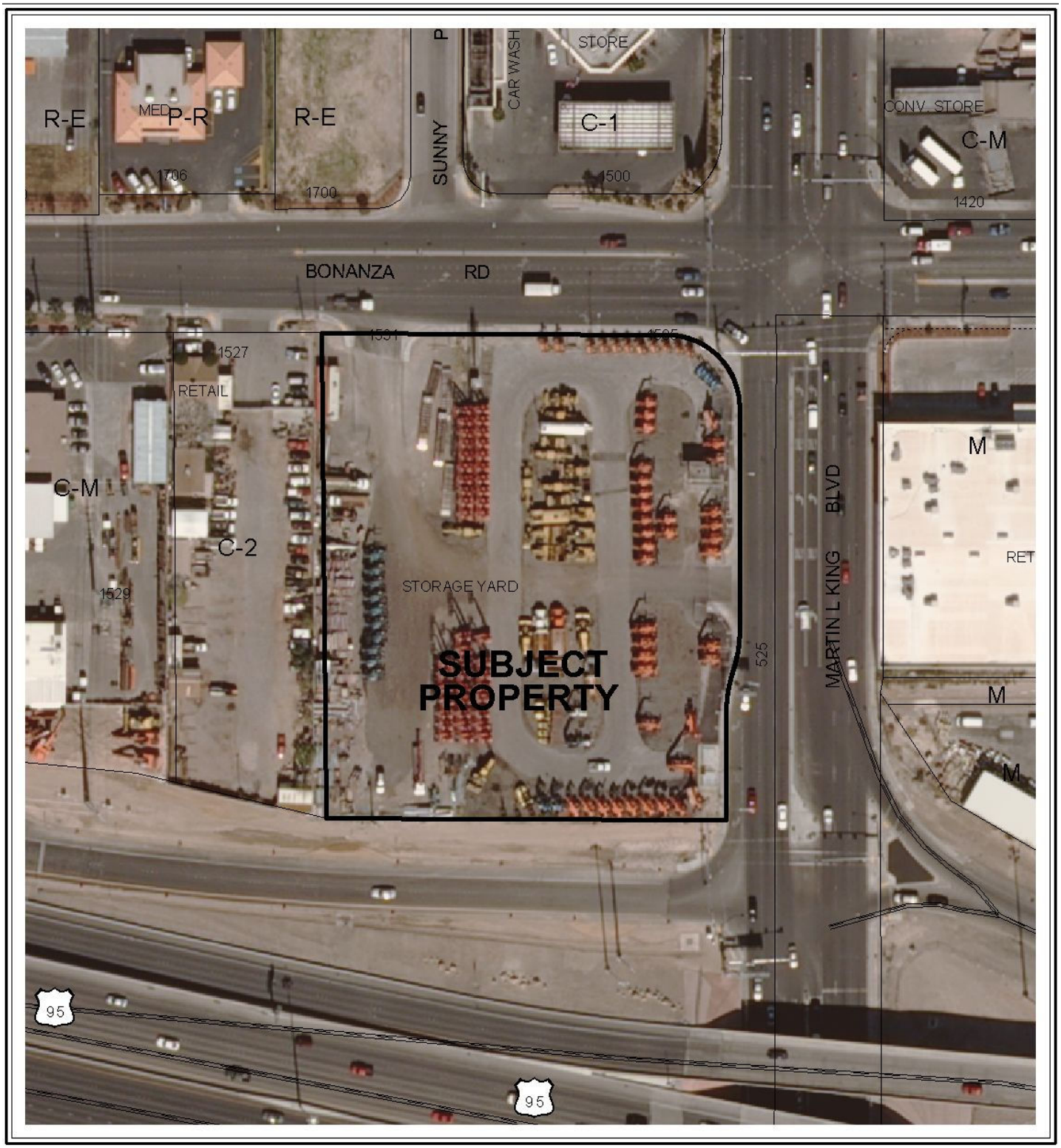


0 200 Feet

CASE: EOT-40711

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 200 Feet

CASE: EOT-40711

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: AHERN RENTALS - OWNER: DFA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40711	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40711 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-13904) shall expire on January 17, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-13904) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by an equipment storage yard with previous approval for a Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and 4,500 square feet for a child care facility with a waiver of the perimeter landscaping requirements at 525 North Martin L. King Boulevard. The proposed project has received previous approvals for two (2) Variances (VAR-13900 and VAR-18250) and a Special Use Permit (SUP-13903). Since the approval of the Site Development Plan Review (SDR-13904) in January 2007, no building permits have been issued, nor have plans been submitted for review for the proposed project. There have been new entitlements for property to the west for light manufacturing/ light assembly and fabrication/auto repair garage-major/office space, and to the northwest for commercial development. The applicant is requesting an Extension of Time as they are not yet at a stage in the project to apply for building permits.

It is noted that there are three (3) related Extension of Times (EOT-40708, EOT-40709, EOT-40710) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed-Use, Industrial, or Public Facilities on various parcels located with the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
01/11/07	The Planning Commission approved a request for a Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended approval.
01/17/07	The City Council approved a request for Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/17/07	The City Council approved a related request for a Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required.
	The City Council approved a related request for a Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District.
	The City Council approved a related request for a Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-foot child care facility; and a waiver of the perimeter landscape requirements.
02/28/08	The Planning Commission approved a request for a Review of Condition (ROC-26778) to modify Condition Number 15 of a previously approved Site Development Plan Review (SDR-13904), which stated on-site off-premise advertising signs shall be removed prior to the issuance of building permits on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended denial.
03/04/09	The City Council approved request for an Extension of Time (EOT-33091) of a previously approved Rezoning (ZON-13896) from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-33093) of a previously approved Variance (VAR-18250) to allow a proposed building to be five feet from the corner side property line where 15 feet is the minimum setback required.
	The City Council approved a related request for an Extension of Time (EOT-33095) of a previously approved Variance (VAR-13900) to allow a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required.
	The City Council approved a related request for an Extension of Time (EOT-33092) of a previously approved Special Use Permit (SUP-13903) for a proposed 274-foot tall building in the North Las Vegas Airport Overlay District.
	The City Council approved a related request for an Extension of Time (EOT-33096) of a previously approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square-

	foot child care facility; and a waiver of the perimeter landscape requirements.

Most Recent Change of Ownership	
08/21/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the intended use at the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	2.61

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Equipment Storage Yard- Proposed High Rise Office Tower	C (Commercial)	C-2 (General Commercial)
North	Convenience Store and car Wash	C (Commercial)	C-1 (Limited Commercial)
South	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Retail Establishment	LI/R (Light Industry/Research)	M (Industrial)
West	Office, Storage Yard, Truck Rental	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)

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	N*
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 is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-13904) for a commercial development consisting of a 3,000 square-foot, a 1,500 square-foot, and a 4,500 square-foot retail pad; a 20-story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and 4,500 square feet for a child care facility with a waiver of the perimeter landscaping requirements at 525 North Martin L. King Boulevard. Since the original approval of the Site Development Plan Review (SDR-13904) in January 2007, no building permits have been issued, nor have plans been submitted for review for the proposed project. Though the proposed development does not meet the North Las Vegas Airport Overlay District restriction of 140 feet as there is a 274-foot tall building as part of the project, the City Council did approve a Special Use Permit (SUP-13903) to allow the structure. Additionally, there have been new entitlements for property to the west of the subject site for light manufacturing/ light assembly and fabrication/auto repair garage-major/office space, and to the northwest for commercial development.

FINDINGS

The Site Development Plan Review (SDR-13904) has not met the requirements outlined in Title 19.18.050 to exercise the entitlement as a building permit has not yet been issued for the principal structure on site for the intended use. Though entitlements have been approved for properties to the west and northwest, the proposed project will not negatively affect the new development in these surrounding areas. The applicant is requesting an Extension of Time as they are not yet at a stage in the project to request building permits. Staff recommends approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-13904) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40711** APN: 139-28-401-033

Name of Property Owner: DFA, LLC

Name of Applicant: Ahern Rentals

Name of Representative: APTUS

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: Don F Ahern

Print Name: Don F. Ahern

Subscribed and sworn before me

This 10th day of January 20 11

Karen Benner

Notary Public in and for said County and State

RECEIVED
JAN 13 2011
City of Las Vegas

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
No: 01-68799-1 March 26, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SDR 13904 (EOT 33096)

Project Address (Location) 525 North Martin Luther King

Project Name Ahern Corporate Center **Proposed Use** Office/Retail

Assessor's Parcel #(s) 139-28-401-033 **Ward #** 5- Barlow

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed n/a

Commercial Square Footage 177,200 **Floor Area Ratio** _____

Gross Acres 2.61 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER DFA, LLC **Contact** Bruce Bilyeu

Address 1611 W. Bonanza **Phone:** (702) 858-2025 **Fax:** (702) 636-1345

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address bruce@ahern.com

APPLICANT Ahern Rentals **Contact** Bruce Bilyeu

Address 1611 W. Bonanza **Phone:** (702) 858-2025 **Fax:** (702) 636-1345

City Las Vegas **State** Nevada **Zip** 89106

E-mail Address bruce@ahern.com

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** Nevada **Zip** 89104

E-mail Address kristen@aptusgroup.com

Property Owner Signature* X Don F Ahern

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Don F. Ahern

Subscribed and sworn before me

This 10th day of January, 20 11.

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
March 26, 2011
No: 01-68799-1

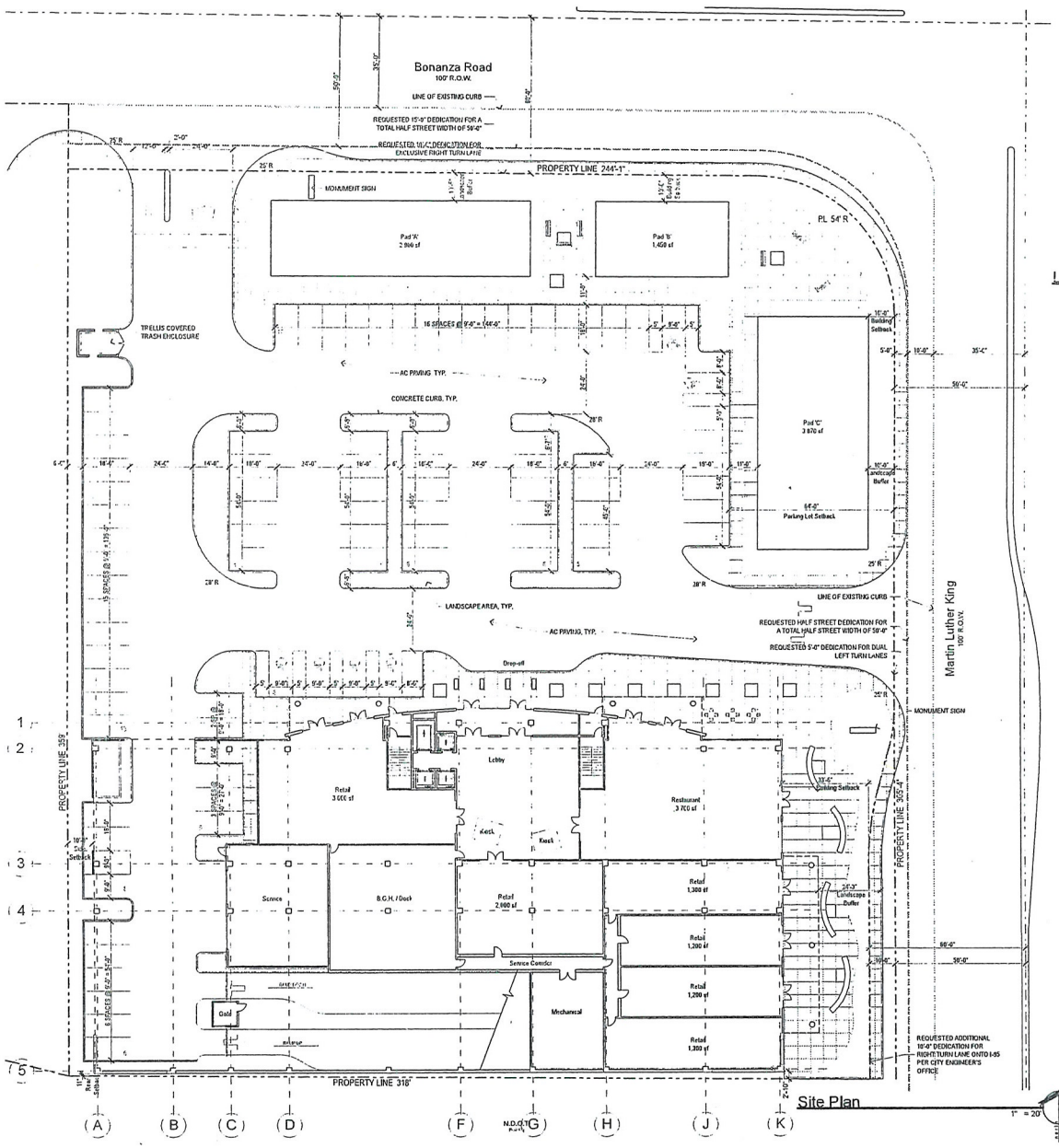
FOR DEPARTMENT USE ONLY

Case #	EOT-40711
Meeting Date:	3-2-11
Total Fee:	300
Date Received:*	1-13-11
Received By:	FS

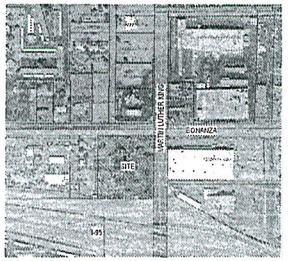
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



Site Plan 1" = 20'



Location Map 1" = 40'



Vicinity Map 1" = 40'

Site Zoning & Data

SITE DATA:

PARCEL NUMBER	139-28-401-033
JURISDICTION	CITY OF LAS VEGAS - 89106
EXISTING GENERAL PLAN	GC
EXISTING ZONING	R-E
PROPOSED ZONING	C-2
SITE AREA	113,549 NSF 2.61 NET ACRES

SETBACKS - (BUILDING) (VARIANCE REQUESTED)

	REQ'D	PROVIDED
FRONT	20'-0"	15'-0"
INTERIOR SIDE	10'-0"	10'-0"
SIDE STREET	15'-0"	15'-0" 30'-0"
REAR	20'-0"	0'-11"

SETBACKS - (PARKING) (VARIANCE REQUESTED)

	REQ'D	PROVIDED
FRONT	15'-0"	5'-0"
INTERIOR SIDE	0'-0"	N/A
SIDE STREET	15'-0"	5'-0"
REAR	0'-0"	N/A

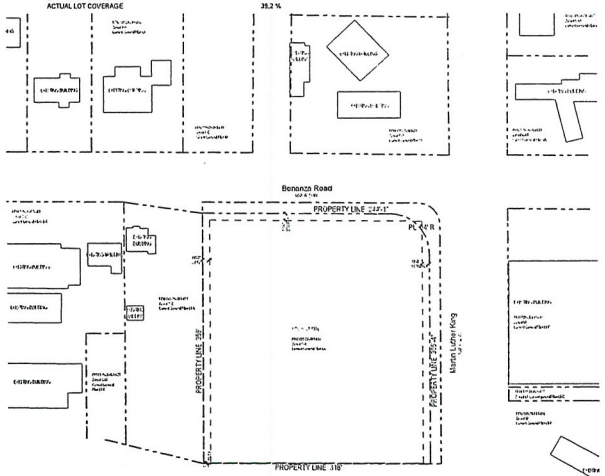
MAX HEIGHT & STORIES ACUTAL HEIGHT & STORIES	NONE 27'-0" & 2 STORIES
LOT COVERAGE ALLOWED ACTUAL LOT COVERAGE	50% 39.2 %

BUILDING AREA:

PAD 'A'	2,000 sf
PAD 'B'	1,456 sf
PAD 'C'	3,870 sf
OFFICE	150,000 sf
RETAIL	10,000 sf
CHILD CARE	4,500 sf
RESTAURANT	2,700 sf
TOTAL	176,426 sf

PARKING CALCULATIONS:

TOTAL PARKING REQUIRED	
CHILD CARE	1/ STAFF + 1/10 CHILDREN = 15
OFFICE	150,000 @ 1:300 = 500
RETAIL	18,220 @ 1:175 = 105
RESTAURANT (EATING AREA)	1,000@ 1:50 = 20
RESTAURANT (REMAINING)	2,700 @ 1:200 = 14
PARKING REQUIRED	654
HANDICAPPED PARKING REQUIRED	14 (2 VAN SPACES)
STANDARD PARKING PROVIDED	564
HANDICAPPED PARKING PROVIDED	15
COMPACT SPACES PROVIDED	83 (12.6%)
TOTAL PARKING PROVIDED	662



Zoning Map 1" = 200'

Ahern Corporate Center

Site Development Review

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

APTUS:Architecture

1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702 839 1200
F 702 839 1213
mike@aptusarchitecture.com

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ARCHITECT

ENGINEER

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NO	DESCRIPTION	DATE
2	City of Las Vegas SUP/SDR Submittal (Rev)	9.18.06
1	City of Las Vegas SUP/SDR Submittal	05.25.06

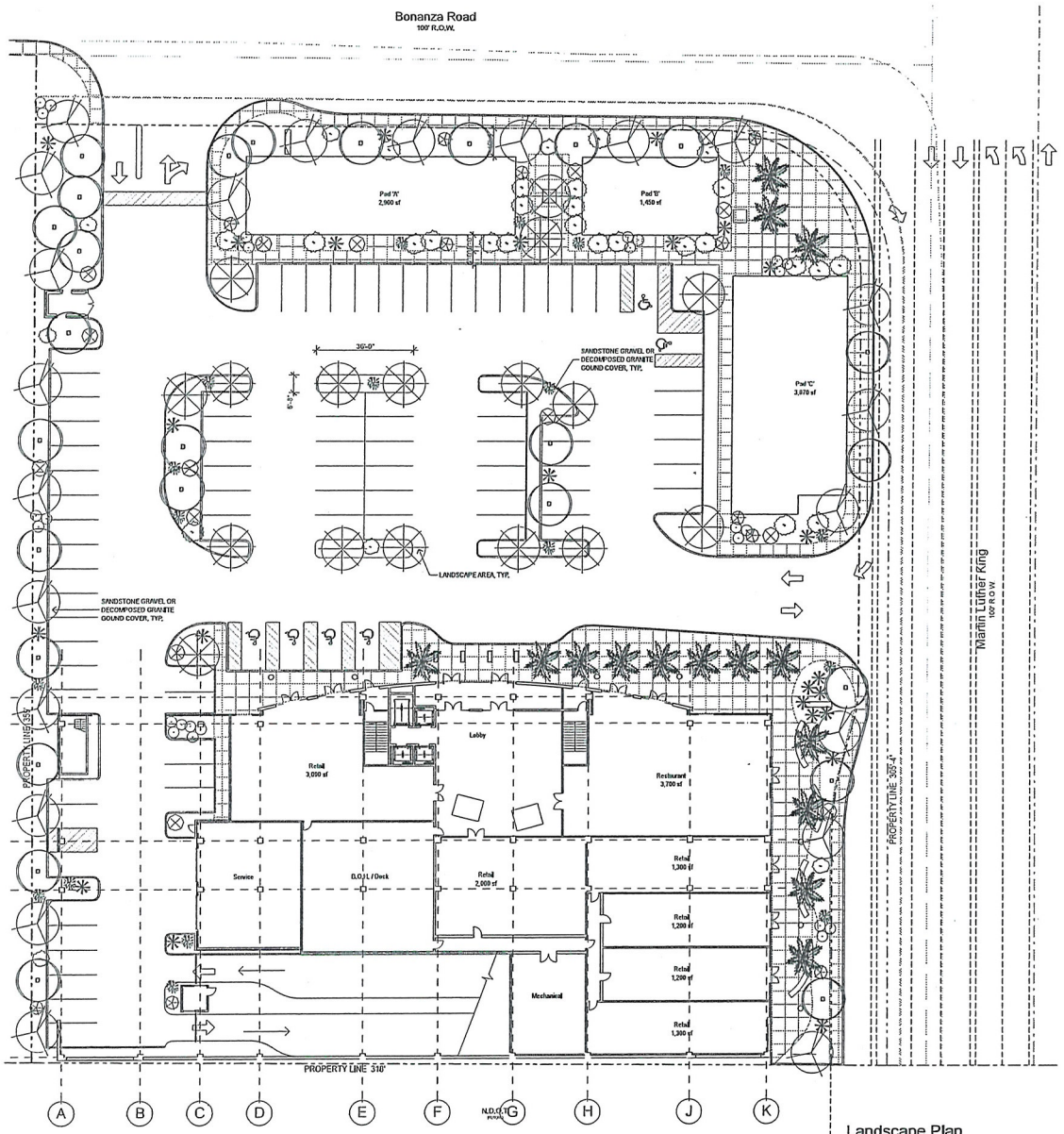
ISSUED

TITLE
SITE PLAN AND ZONING INFO

DRAWING NO
AS100

Ahern Corporate Center

RECEIVED
JAN 13 2011
City of Las Vegas
EOT-40711



Landscape Plan

1" = 20'

Landscape Schedule				
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	GUADALUPE FAN PALM	brahea edulis	24" Box	15
	MONDEL PINE	pinus eldarica	24" Box	36
	HERITAGE LIVE OAK	quercus virginiana	24" Box	20
	CHILEAN MESQUITE	prosopis chilensis	24" Box	21
	BAJA RED FAIRY DUSTER	calliandra californica	10 gal	8
	DESERT CASSIA	cassia nemophila	10 gal	85
	MOUNTAIN MARIGOLD	tagetes lemmonii	1 gal	340
	GREEN BUSH DAISY	eurypops pectinatus viridis	5 gal	85
	TRAILING LANTANA	lantana montevidensis	5 gal	85
	RED BIRD OF PARADISE	caesalpinia pulcherrima	5 gal	85

LANDSCAPE BUFFERS (WAIVER REQUESTED)

	REQ'D	PROVIDED
FRONT	15'-0"	10'-0"
INTERIOR SIDE	8'-0"	6'-0"
SIDE STREET	15'	10'-0"
REAR	8'-0"	6'-0"

EOT-40711

RECEIVED

JAN 13 2011

City of Las Vegas

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Site Development Review

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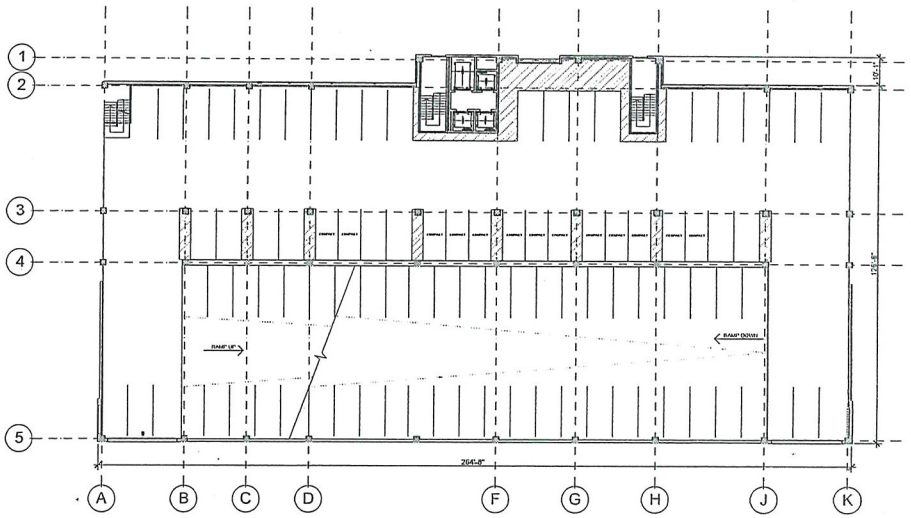
NO	DESCRIPTION	DATE
2	City of Las Vegas	9.18.06
	SUP/SDR Submittal (Rev)	
1	City of Las Vegas	05.25.06
	SUP/SDR Submittal	

ISSUED

TITLE
PLANTING PLAN

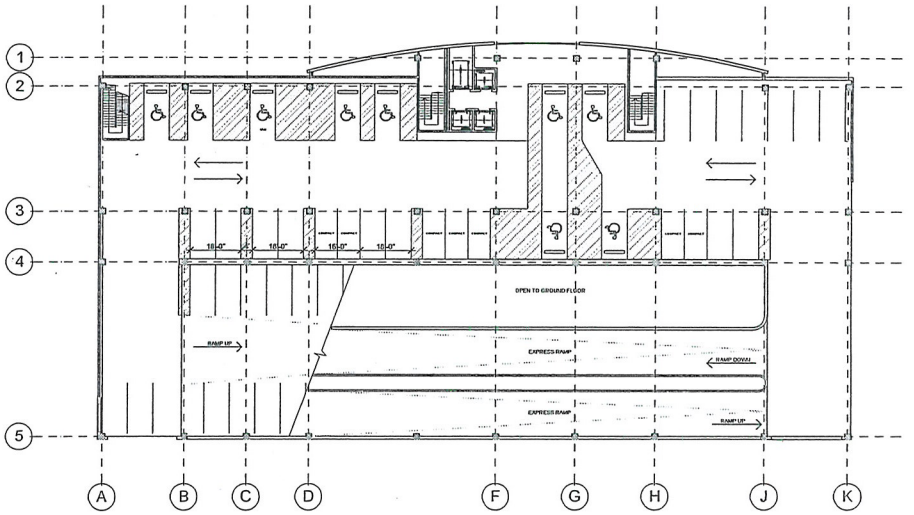
DRAWING NO.
L100

Ahern Corporate Center



3rd - 7th Level Plan

1" = 20'



Second Level Plan

1" = 20'

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City of Las Vegas

EOT-40711

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS Architecture
1200 South 4th Street
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info@aptusarchitecture.com

APTUS PROJECT NO. 06.011

ARCHITECT

ENGINEER

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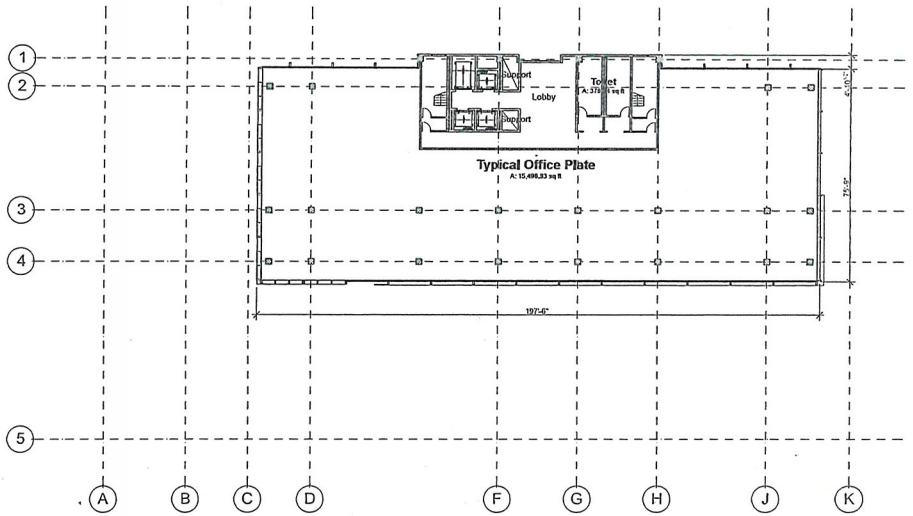
ISSUED

TITLE
SECOND THRU SEVENTH FLOOR PLANS

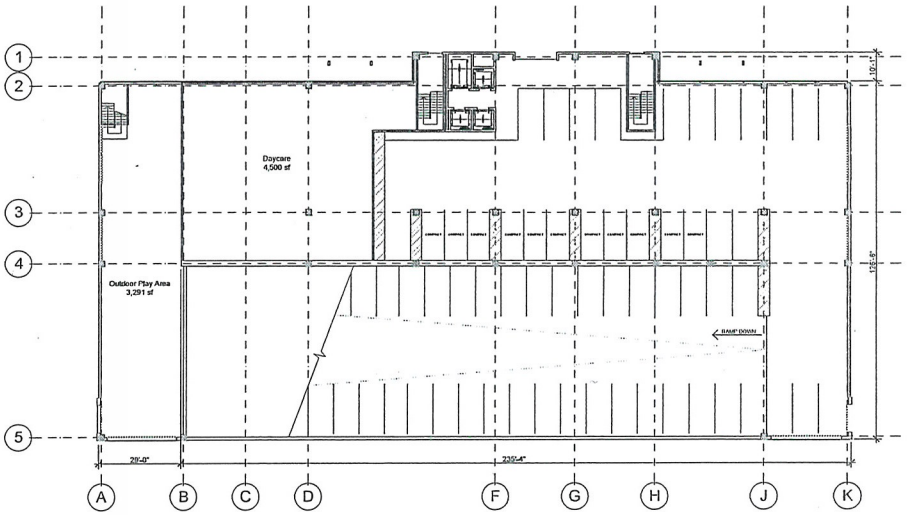
DRAWING NO.
A100
Ahern Corporate Center

Ahern Corporate Center



9th - 16th Office Plan

1" = 20'



Eighth Floor

1" = 20'

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Site Development Plan

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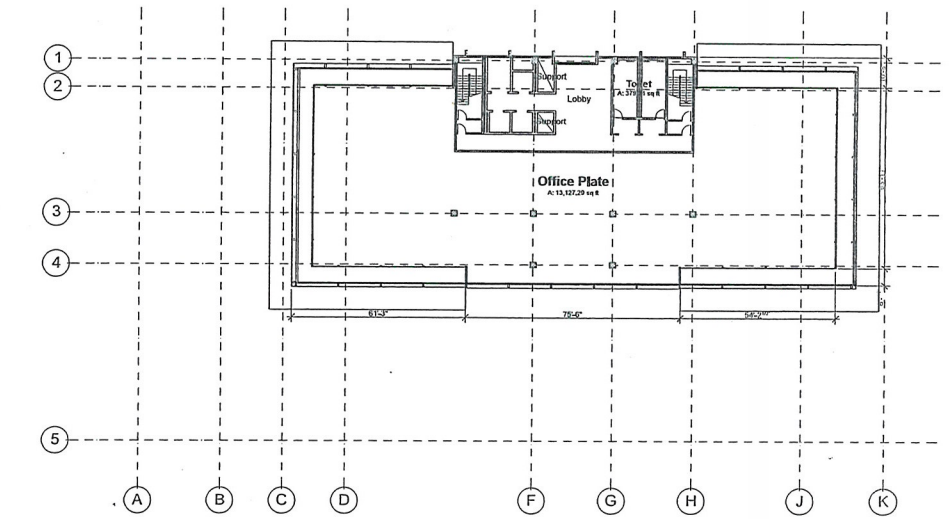
	SUP, SDR, Submittal	

ISSUED

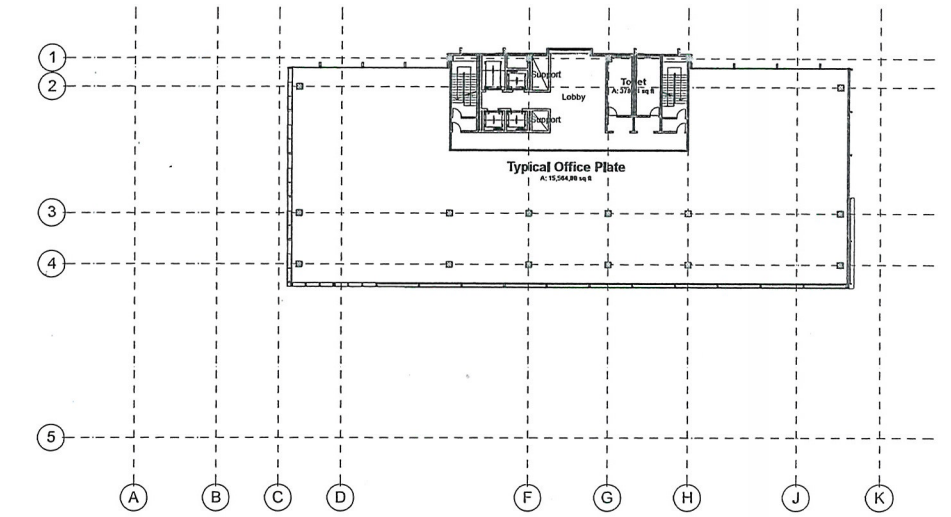
TITLE
EIGHTH THRU
16TH FLOOR

DRAWING NO.
A101
Ahern Corporate Center



18th Office Plan

1" = 20'



17th Office Plan

1" = 20'

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Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

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1	City of Las Vegas	05.25.06
	SUP, SDR Submittal	

ISSUED

TITLE

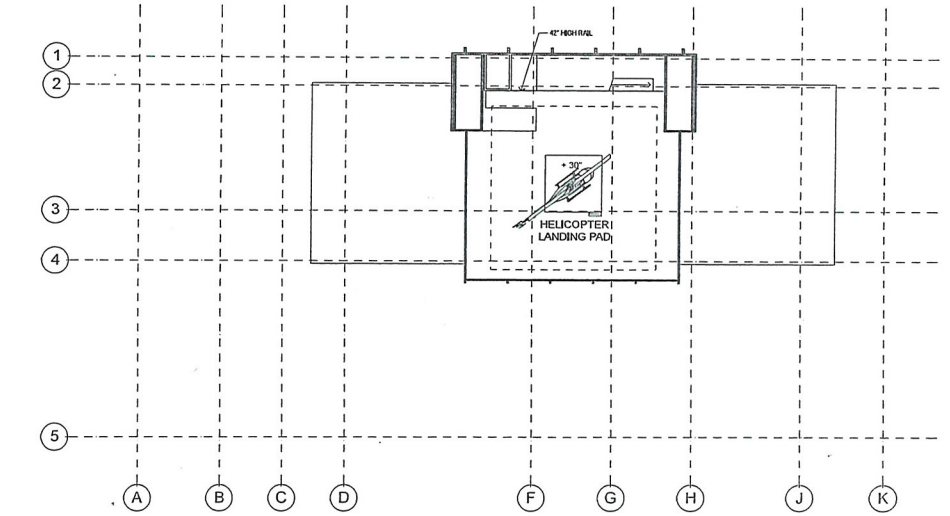
18TH THRU 20TH FLOOR

DRAWING NO.

A102

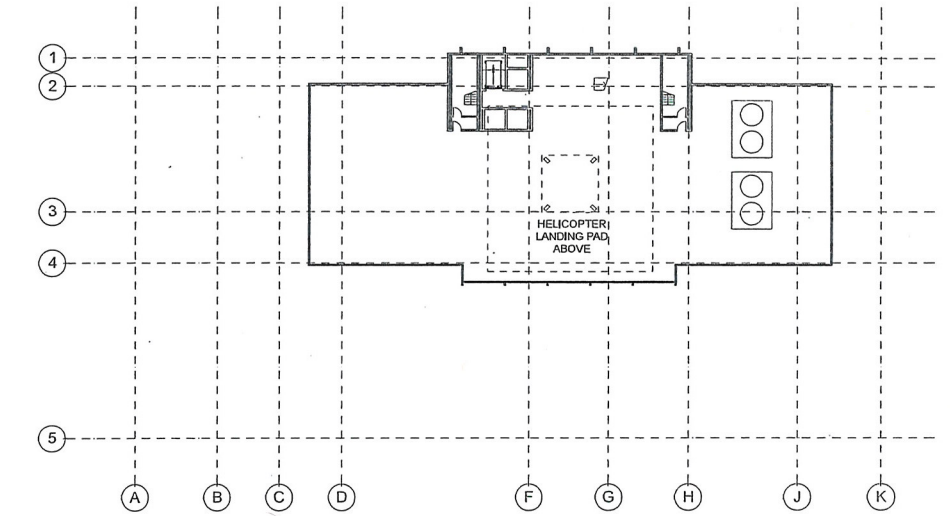
Ahern Corporate Center

Ahern Corporate Center



Roof 2 Plan

1" = 20'



Roof Plan

1" = 20'

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Ahern Corporate Center

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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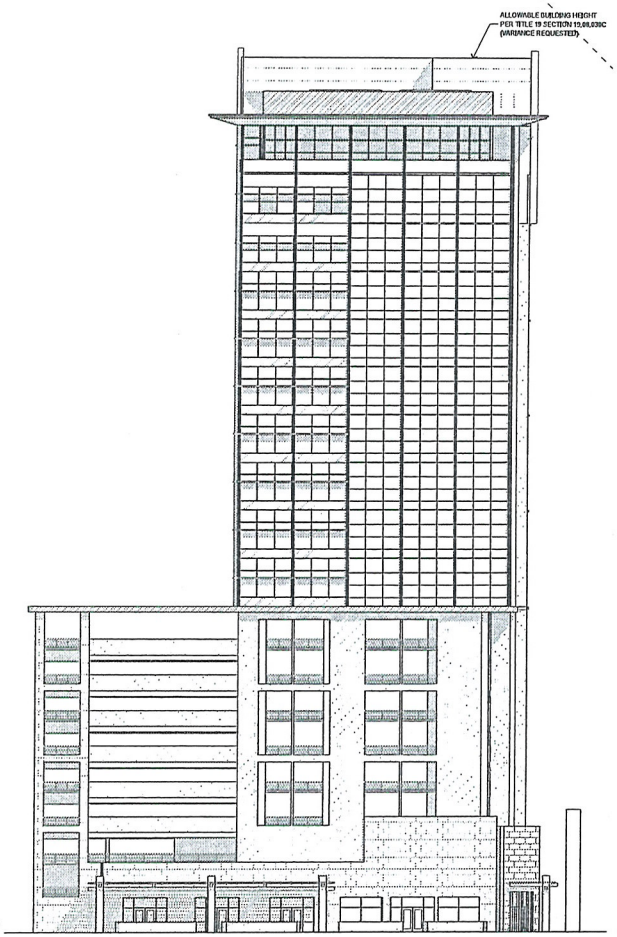
ISSUED

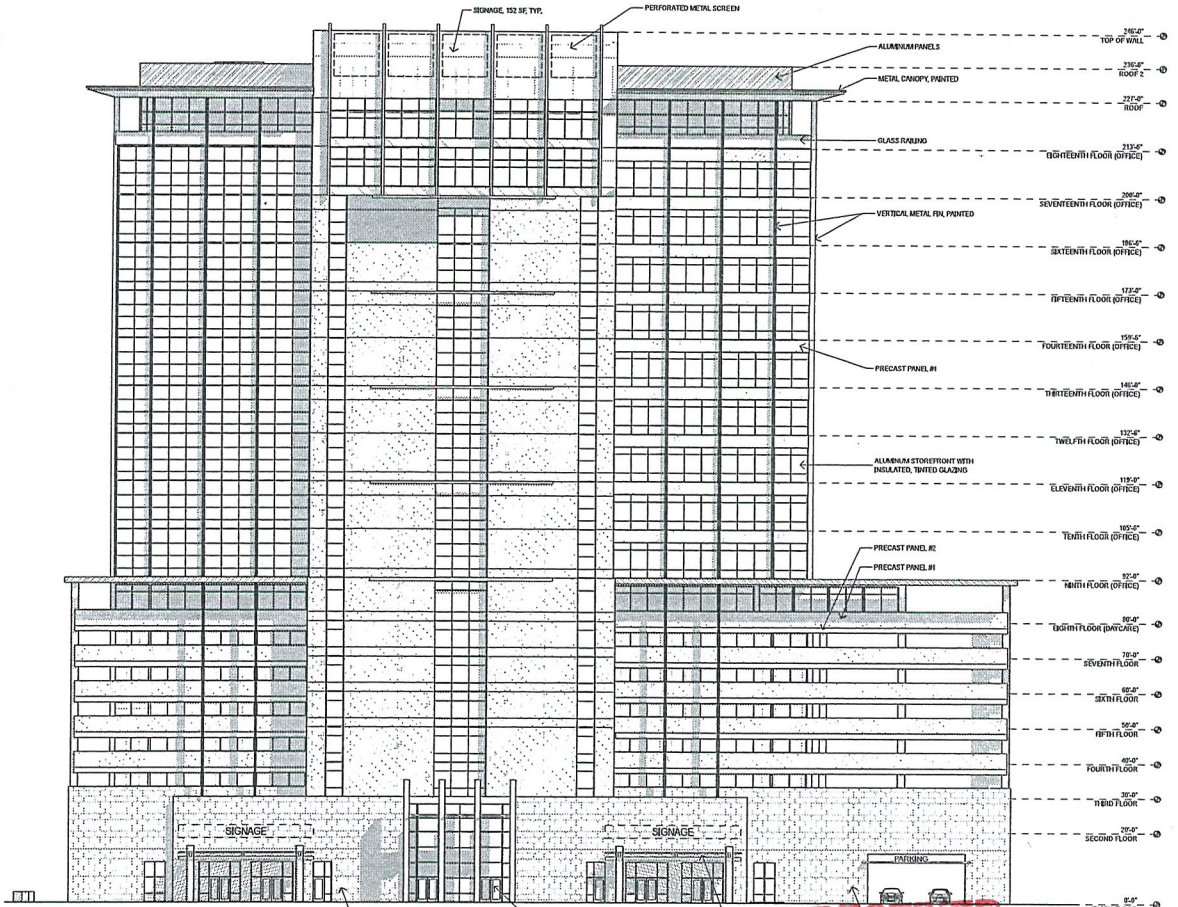
TITLE
ROOF PLAN

DRAWING NO.
A110
Ahern Corporate Center



D1 EAST ELEVATION

1/16" = 1'-0"



D2 NORTH ELEVATION

1/16" = 1'-0"

Ahern Corporate Center

Ahern Corporate Center
Site Development Plan
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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ISSUED

TITLE
BUILDING ELEVATIONS

DRAWING NO.
A200
Ahern Corporate Center

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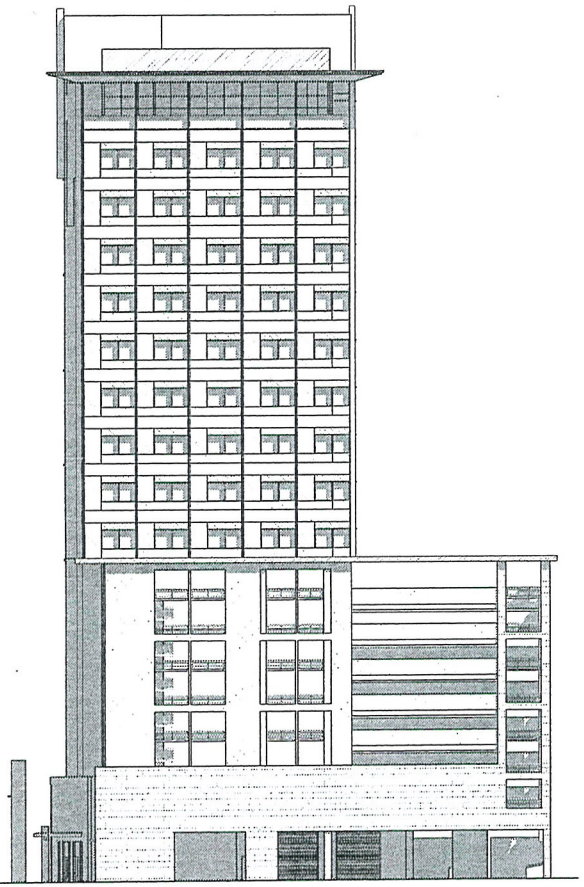
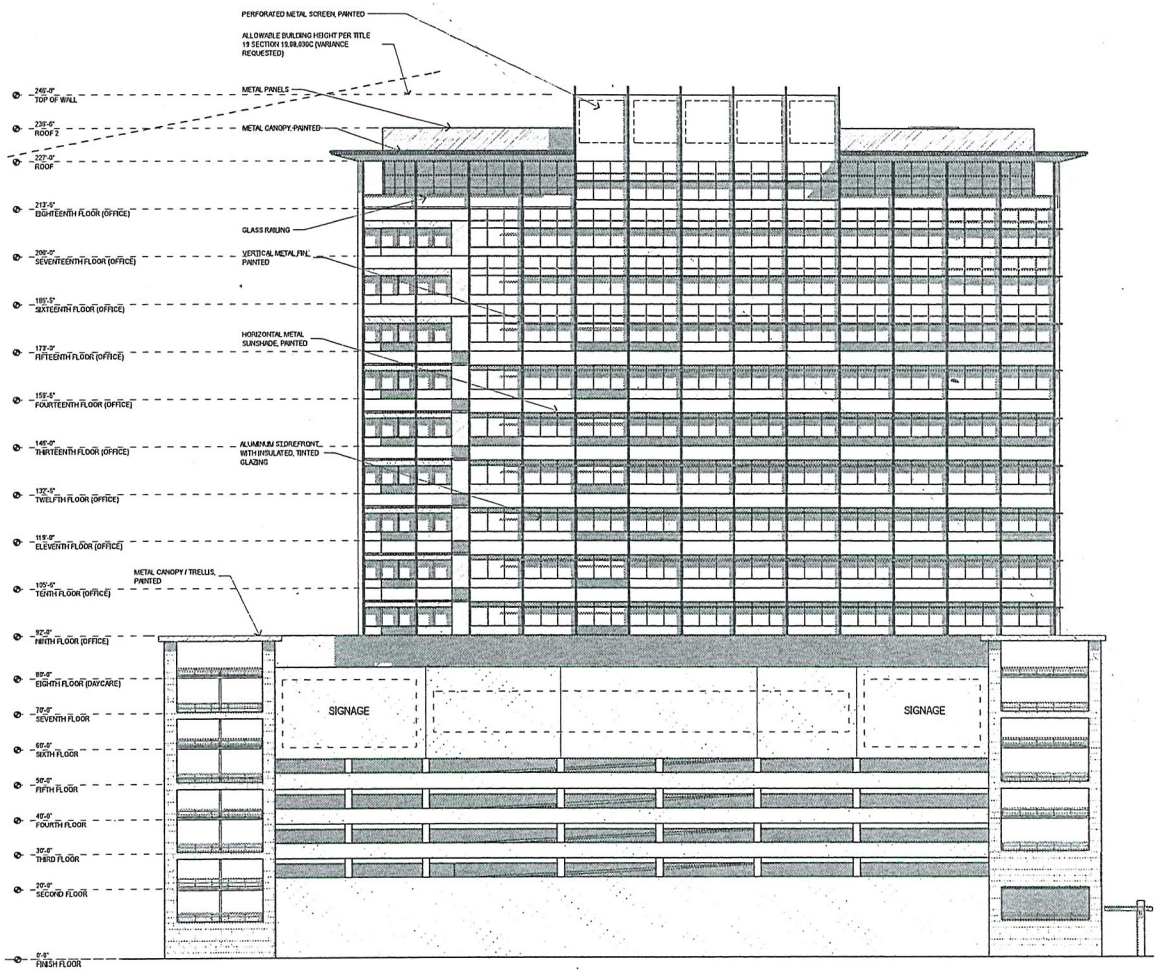


D1 WEST ELEVATION

1/16" = 1'-0"



D2 SOUTH ELEVATION

1/16" = 1'-0"

Ahern Corporate Center

Site Development Plan

SW Corner of Bonanza and Martin L. King

Las Vegas, Nevada 89106

APTUS Architecture

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Suite 206
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	SUP SDR Submittal	

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TITLE

BUILDING ELEVATIONS

DRAWING NO.

A201

Ahern Corporate Center

Ahern Corporate Center

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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

February 21, 2007

Mr. Bruce Bilyeu
DFA, LLC
1611 West Bonanza
Las Vegas, Nevada 89106

RE: SDR-13904 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 17, 2007
RELATED TO ZON-13896, VAR-13900, SUP-13902 AND SUP-13903

Dear Mr. Bilyeu:

The City Council at a regular meeting held January 17, 2007 APPROVED the request for a Site Development Plan Review FOR A COMMERCIAL DEVELOPMENT CONSISTING OF A 3,000 SQUARE FOOT, A 1,500 SQUARE FOOT, AND A 4,500 SQUARE FOOT RETAIL PAD; A 20-STORY BUILDING CONSISTING OF 3,700 SQUARE FEET OF RESTAURANT SPACE, 10,000 SQUARE FEET OF RETAIL SPACE, 150,000 SQUARE FEET OF OFFICE SPACE, AND A 4,500 SQUARE FOOT CHILD CARE FACILITY; AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone [PROPOSED: C-2 (General Commercial) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 18, 2007. This approval is subject to:

Added Conditions

A. A variance shall be obtained prior to issuance of building permits for vertical construction to allow a five foot setback where 10 feet is required adjacent to Pad C.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13896), Variance (VAR-13900) and Special Use Permit (SUP-13903) shall be required.

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, landscape plan, date stamped 11/14/06, and building elevations, date stamped 05/30/06, except as amended by conditions herein.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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EOT-40711

4. A Waiver from Title 19.12.040 is hereby approved, to allow a zero-foot landscape buffer on the south property line and a five-foot minimum buffer width along the other property lines where 15 feet is the minimum required.

5. 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.

6. 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).

7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

9. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

10. 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.

11. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

12. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

13. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

14. There shall be no off-premise signage on the portion of the building adjacent to U.S. 95 (south elevation) without proper approval from the City of Las Vegas.

15. On-site off-premise advertising (billboard) signs shall be removed prior to the issuance of building permits.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

17. Deleted at City Council.

Public Works

18. All new or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222A. All driveways accessing Bonanza Road shall also receive approval from the Nevada Department of Transportation.

19. Coordinate all improvements along Martin L. King Boulevard with the City Engineer to determine appropriate improvements required in conjunction with the Martin Luther King Boulevard widening project. Alternatively, if allowed by the City Engineer, this site may participate in the Martin Luther King Boulevard public improvement project.

20. All private improvements and landscaping 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.

21. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

22. Site development to comply with all applicable conditions of approval for ZON-13896 and all other applicable site-related actions.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

EOT-40711

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Ms. Kristen Neuman
Aptus Architecture
1200 South Fourth Street, Suite #206
Las Vegas, Nevada 89104

APTUS

January 6, 2011

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 139-28-401-033

Re: EOT – Extension of Time for the following applications:

ZON-13986 (EOT-33091)
VAR-13900 (EOT-33095)
SUP-13903 (EOT-33092)
SDR-13904 (EOT-33096)
VAR-18250 (EOT-33093)

Architecture
Engineering
Planning
Interiors
Landscape

To Whom It May Concern:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner still trying to move forward with this project but it is not at a stage yet to apply for building permits. We are requesting an extension of time for 2 years.

This development is a high rise office tower located on the southwest corner of Bonanza and martin Luther King Drive.

The Ahern Corporate Center will combine much needed office and retail space in a redeveloping area of the city. This project consists of retail, leasable office space, a daycare for the employees working in the building and a restaurant. The majority of the parking is provided in an onsite parking structure under the office tower. The exterior materials include metal panels, precast panels, aluminum storefront and stone panels at the base. The mechanical equipment will be screened from view by perforated metal panels.

We have made every attempt to try and follow City of Las Vegas Title 19 as closely as possible in the design and layout of the site. We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS

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EOT-40711

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Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

aptusgroup.com

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

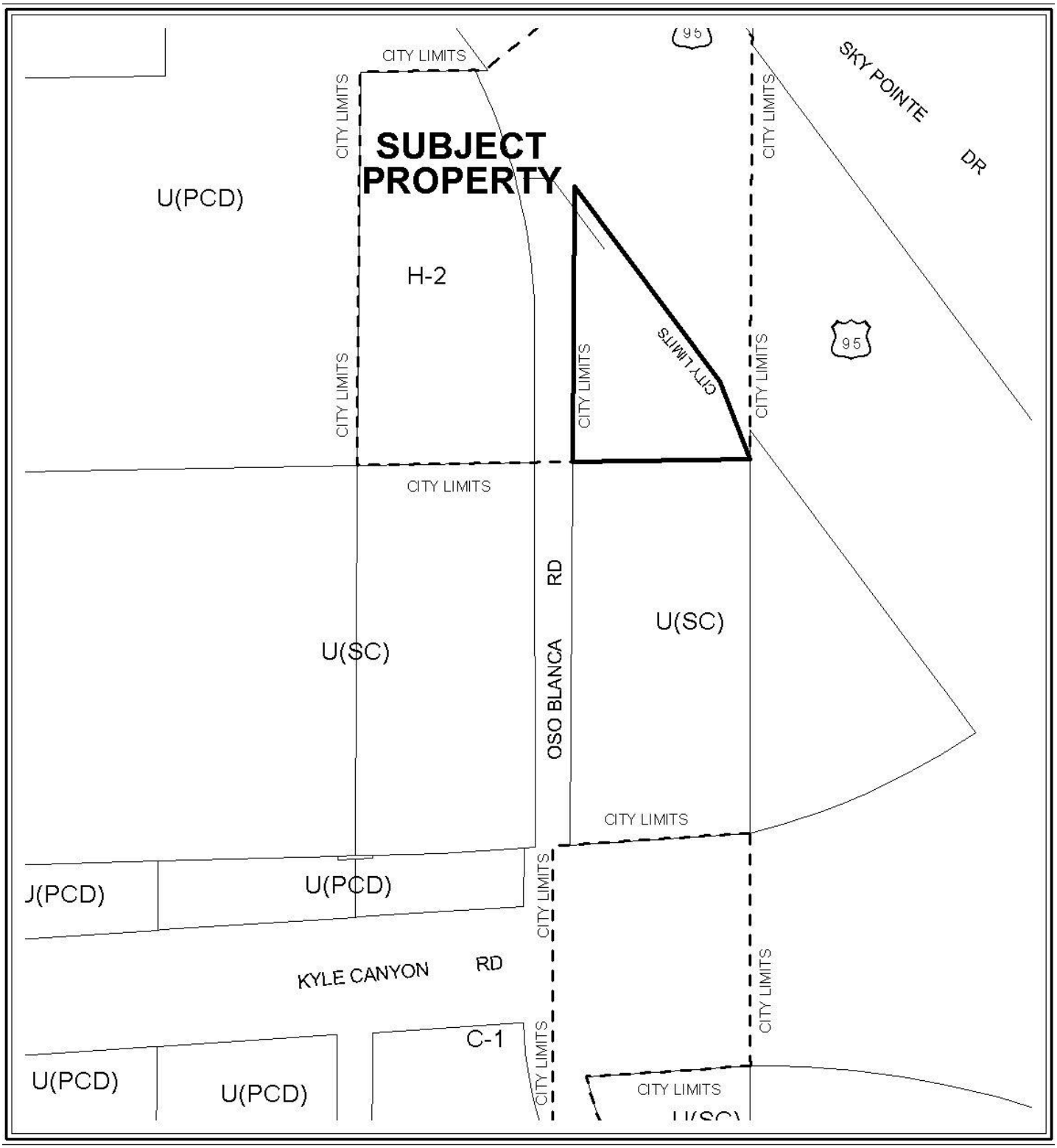
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40712 - EXTENSION OF TIME - VARIANCE - APPLICANT: CAROLYN AHERN - OWNER: AHERN CAROLYN 1998 SEP PPTY - Request for an Extension of Time of a previously approved Variance (VAR-29881) TO ALLOW A 13-FOOT SETBACK ALONG THE EAST PROPERTY LINE WHERE 20 FEET IS REQUIRED on 1.66 acres on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road (APN 126-01-601-016), C-1 (Service Commercial) 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. City Council Approval Letter for VAR-29881
5. Justification Letter

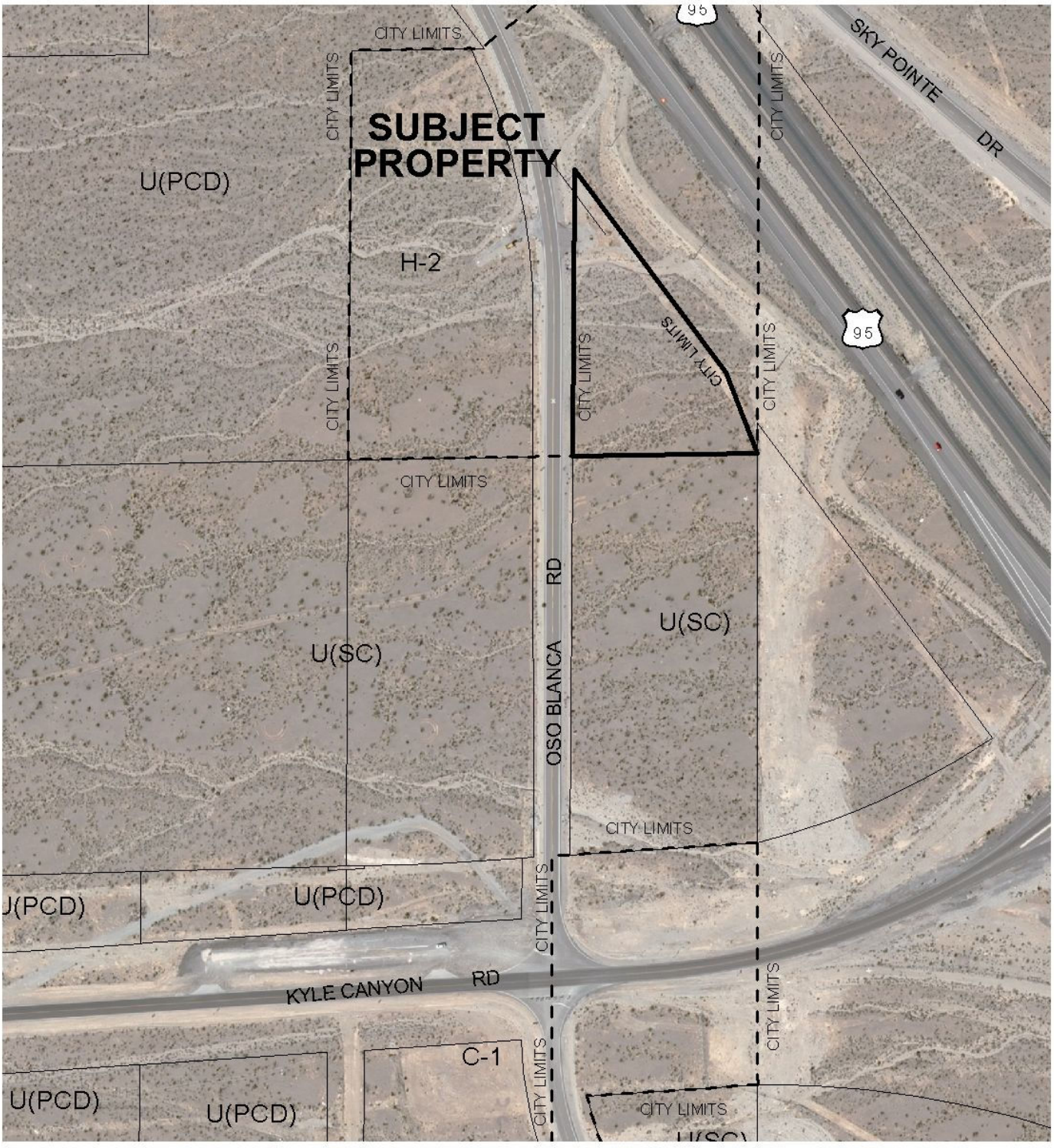


0 100 200 Feet

CASE: EOT-40712

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 100 200 Feet

CASE: EOT-40712

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CAROLYN AHERN - OWNER: AHERN CAROLYN 1998 SEP PPTY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40712	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40712 CONDITIONS

Planning and Development

1. This Variance (VAR-29881) shall expire on February 18, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-29881) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land with previous approval for a Variance (VAR-29881) to allow a 13-foot setback along the east property line where 20 feet is required for a proposed convenience store with fuel pumps, car wash, and two restaurants with drive through on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road. Since the approval of the Variance (VAR-29881), there have not been any building permits issued for the proposed development. There has been no new development or changes in land use in the surrounding area. The applicant is requesting an Extension of Time due to the current economic condition in the area.

It is noted that there is one (1) related Extension of Time (EOT-40713) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/18/08	The City Council approved a request for Annexation (ANX-27240) of an area consisting of approximately 1.66 acres generally located on the east side of the Oso Blanca Road alignment, 875 feet north of the Kyle Canyon Road alignment. The Planning Commission and staff recommended approval. The Annexation became effective on 06/27/08.
02/18/09	The City Council approved a request to amend a portion of the Northwest Sector Plan of the Centennial Hills Plan (GPA-29877) from PCD (Planned Community Development) to SC (Service Commercial) on 1.66 acres on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-29878) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-29881) to allow a 13-foot setback along the east property line where 20 feet is required.
	The City Council approved a related request for a Site Development Plan Review (SDR-29879) for a 3,400 square-foot Convenience Store and Car Wash with Fuel Pumps and two 3,100 square-foot Restaurants with Drive Through with waivers of the perimeter landscape requirements to allow a six-foot buffer along the south and east property lines where eight feet is required and a six-foot buffer along the west property line where 15 feet is required.

Most Recent Change of Ownership	
10/13/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	1.66

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped land- Proposed Convenience Store with Fuel Pumps, Car Wash, and two Restaurants with drive through	SC (Service Commercial)	C-1 (Limited Commercial)
North	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Undeveloped Land	SC (Service Commercial)	U (Undeveloped) [SC (Service Commercial) General Plan Designation]
East	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Undeveloped Land- Clark County	RR (Residential Rural)- Clark County	H-2 (General Highway Frontage)- Clark County

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Variance (VAR-29881) to allow a 13-foot setback along the east property line where 20 feet is required for a proposed convenience store with fuel pumps, car wash, and two restaurants with drive through on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road. Since the approval of the Variance (VAR-29881), there have not been any building permits issued for the proposed development, nor have plans been submitted for review.

FINDINGS

The Variance (VAR-29881) has not met Title 19.18.070 requirements to exercise the entitlement as no building permits have been issued for the proposed use. There has been no new development or changes in land use in the surrounding area. The applicant is requesting an Extension of Time due to the current economic condition in the area. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-29881) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40712** APN: 126-01-601-016

Name of Property Owner: Ahern Carolyn 1998 SEP PPTY

Name of Applicant: Carolyn Ahern

Name of Representative: APTUS

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 Carolyn Ahern

Print Name: Carolyn Ahern

Subscribed and sworn before me

This 13th day of January, 2011

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
March 26, 2011
No: 01-68799-1

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JAN 13 2011
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EOT (VAR 29837)

Project Address (Location) North of Kyle Canyon along Oso Blanco

Project Name Kyle Canyon Plaza **Proposed Use** Service Station

Assessor's Parcel #(s) 126-01-601-016 **Ward #** 6-Ross

General Plan: existing GC proposed n/a **Zoning:** existing C-1 proposed n/a

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.92 net **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Ahern Carolyn 1998 SEP PPTY **Contact** Bruce Bilyeu

Address 1611 W. Bonanza Rd **Phone:** (702) 858-2025 **Fax:** (702) 631-4250

City Las Vegas **State** NV **Zip** 89106

E-mail Address bruce@ahern.com

APPLICANT Carolyn Ahern **Contact** Bruce Bilyeu

Address 1611 W. Bonanza Rd. **Phone:** (702) 858-2025 **Fax:** (702) 631-4250

City Las Vegas **State** NV **Zip** 89106

E-mail Address bruce@ahern.com

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** NV **Zip** 89104

E-mail Address kristen@aptusgroup. com

Property Owner Signature* X Carolyn Ahern

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Carolyn Ahern

Subscribed and sworn before me

This 13th day of January, 20 11.

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
No: 01-88799-1 March 28, 2011

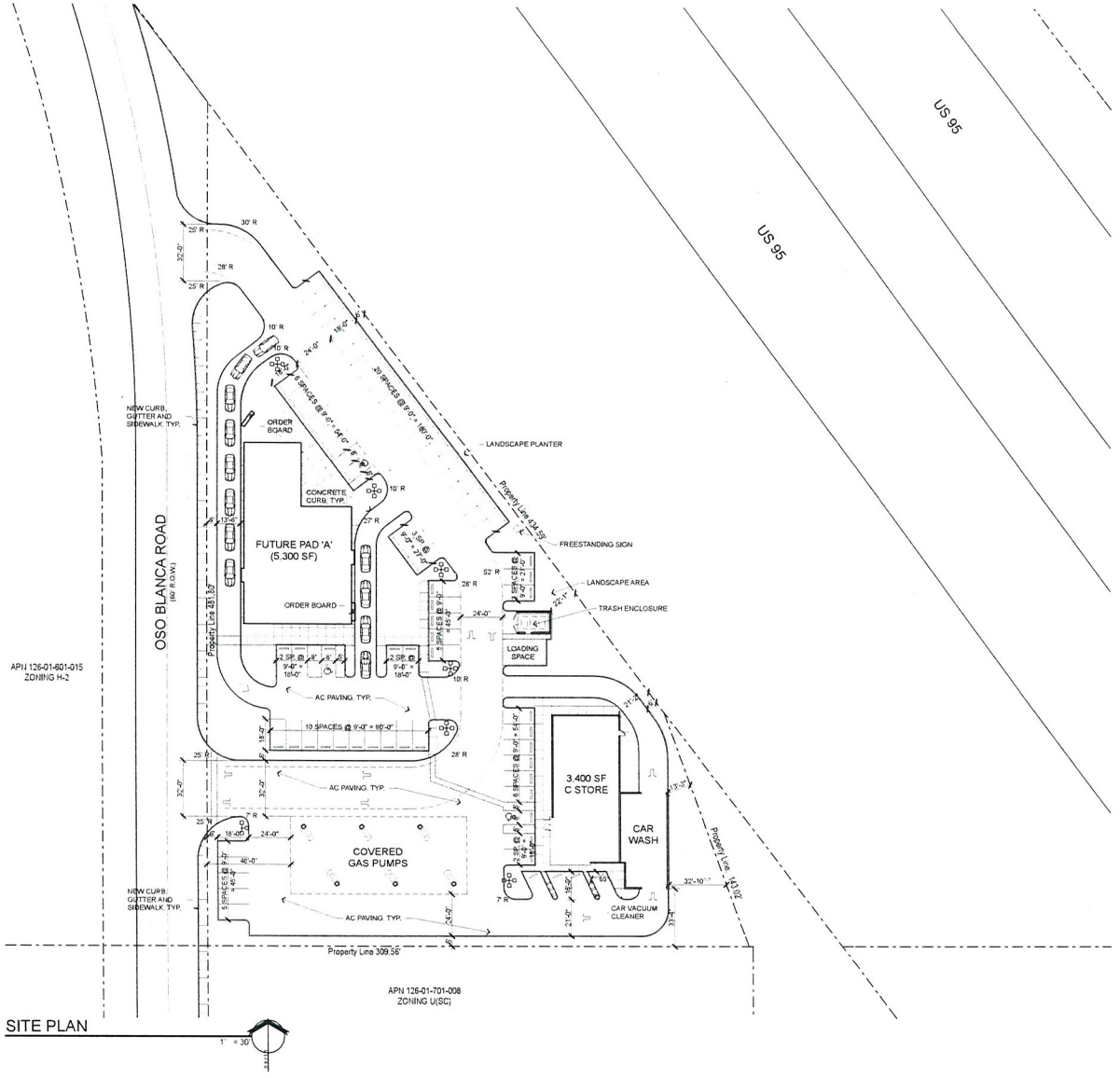
FOR DEPARTMENT USE ONLY

Case #	EOT-40712
Meeting Date:	3-2-11
Total Fee:	300
Date Received:*	1-13-11
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.

Revised 10/27/08

I:\depot\Application Packet\Application Form.pdf



SITE PLAN

1" = 30'



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	126-01-601-016
JURISDICTION	CITY OF LAS VEGAS - 89166
EXISTING GENERAL PLAN PROPOSED GENERAL PLAN	PCD GC
EXISTING ZONING PROPOSED ZONING	UNDEVELOPED C-2
SITE AREA	83,848 NSF 1.92 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	20'	26'-6"
INTERIOR SIDE	10'	36'-0" (TO GAS CANOPY)
REAR	20'	13'-3"
MAX HEIGHT	N/A	
ACTUAL HEIGHT	35'	
LOT COVERAGE ALLOWED	50%	
ACTUAL LOT COVERAGE	15%	

BUILDING AREA

BUILDING AREAS:	
FUTURE PAD 'A'	2,000 SF
FUTURE PAD 'B'	2,250 SF
CONVENIENCE STORE	3,400 SF
CAR WASH (ACCESSORY USE)	1,500 SF
TOTAL SQUARE FOOTAGE	9,150 SF

PARKING AREA

	REQUIRED PARKING	
BUILDING AREA		
FUTURE PAD A	5,300 SF @ 1:100	53
CONVENIENCE STORE	3,400 SF @ 1:250	14
TOTAL REQUIRED		67
STANDARD PARKING SPACES PROVIDED		64
HANDICAPPED SPACES PROVIDED		3
TOTAL PARKING PROVIDED		67
LOADING SPACE 10X25 (1 REQUIRED)		1
CAR VACUUM SPACES		4

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Kyle Canyon Plaza
Site Development Review
Oso Blanca & US-95
Las Vegas, Nevada 89166

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SITE PLAN

AS100

06.146 Kyle Canyon Plaza

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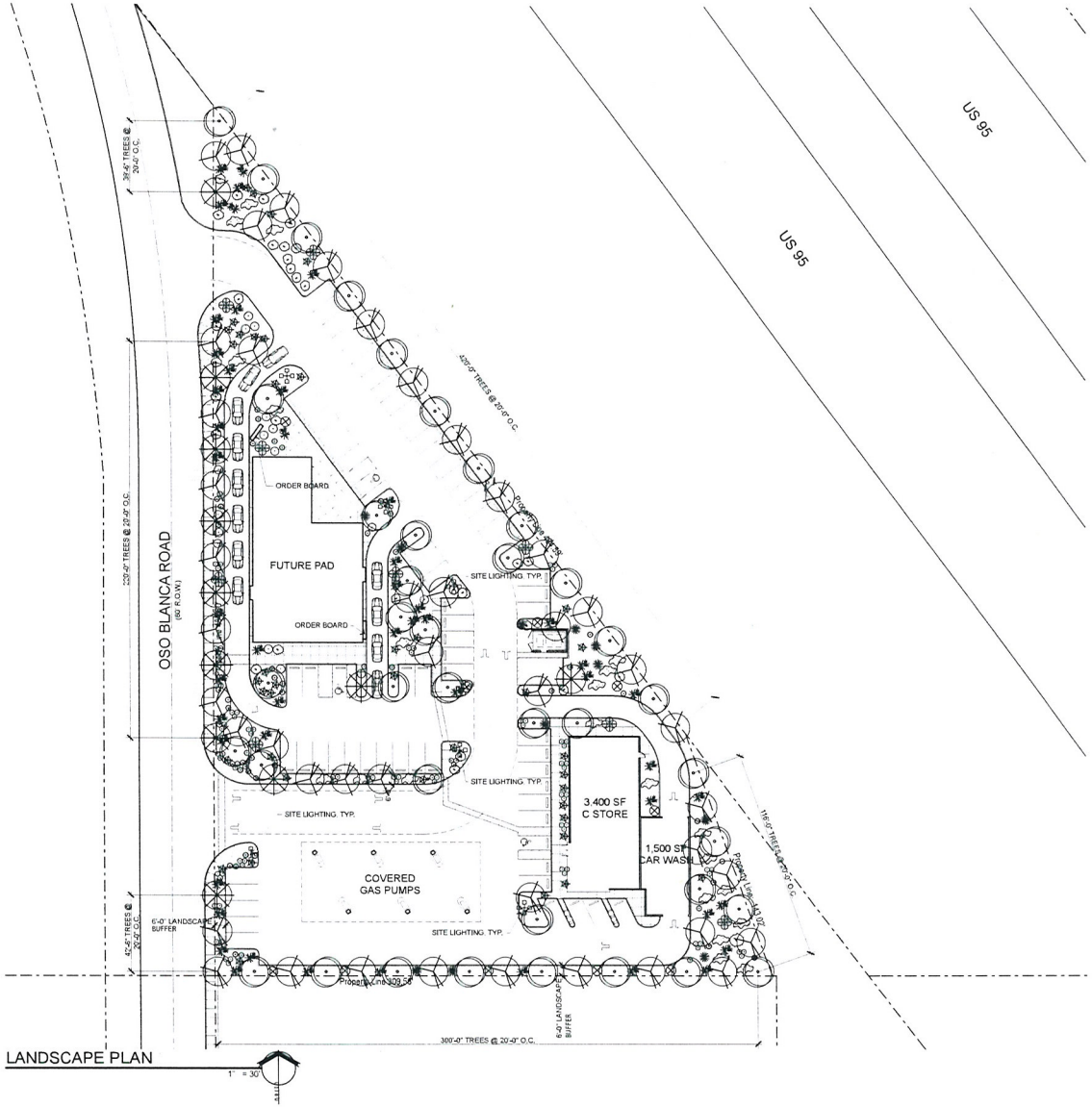

LANDSCAPE PLAN

1" = 30'-0"

LANDSCAPE BUFFERS

	REQ'D:	PROVIDED
STREET SIDE	3' MINIMUM / 6' AVERAGE	6'-0"
INTERIOR SIDE	6'-0"	6'-0"
REAR	NOT REQUIRED	3'-0" AVERAGE

LANDSCAPE SCHEDULE

TREES

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	COLORADO MESQUITE	prosopis alba "Colorado	24" Box
	SHOESTRING ACACIA	acacia stenophylla	24" Box
	PURPLE ROBE LOCUST	robinia pseucoacacia	24" Box
	SWEET ACACIA	acacia smallii	24" Box

SHRUBS

	TEXAS RANGER	leucophyllum frutescens 'Green Cloud'	5 gal
	CHUPAROSA	justicia californica	5 gal
	CREPE MYRTLE	lagerstroemia	5 gal
	OCOTILLO	fouquieria splendens	15 gal
	MEXICAN SAGE	salvia leucantha	5 gal

GROUND COVER

	DESERT CARPET	myoporum parvifolium	5 gal
	TRAILING LANTANA	lantana montevidensis	3 gal
	REGAL MIST GRASS	muhlenbergia capillaris 'regal mist'	5 gal
	MEXICAN FEATHER GRASS	stipa tenuissima	5 gal

ROCK MULCH	SIZE	COLOR	DEPTH
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

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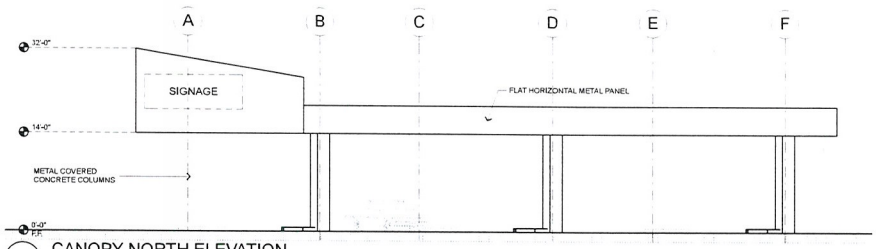
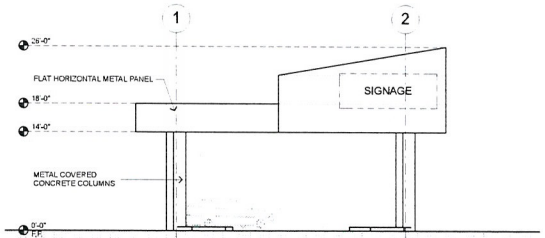
PLANTING PLAN

L100

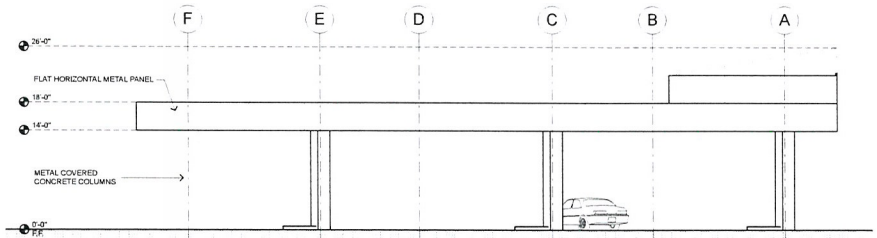
06.146 Kyle Canyon Plaza



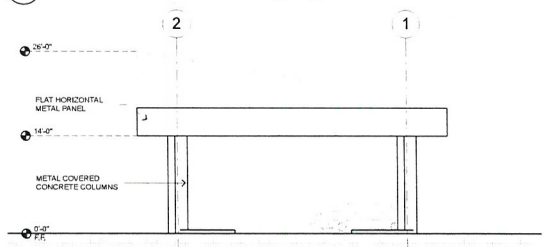
A1 CANOPY NORTH ELEVATION
1/8" = 1'-0"



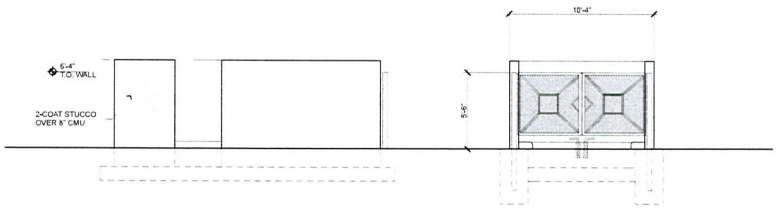
B1 CANOPY EAST ELEVATION
1/8" = 1'-0"



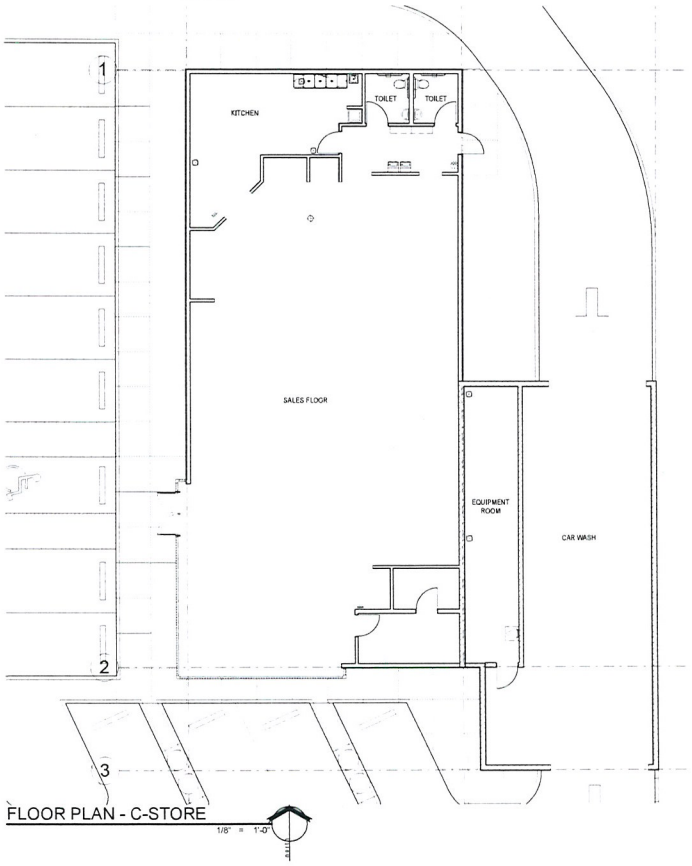
C1 CANOPY SOUTH ELEVATION
1/8" = 1'-0"



D1 CANOPY WEST ELEVATION
1/8" = 1'-0"



A3 TRASH ENCLOSURE ELEVATIONS
1/4" = 1'-0"



FLOOR PLAN - C-STORE
1/8" = 1'-0"

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Kyle Canyon Plaza
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FLOORPLANS
A100

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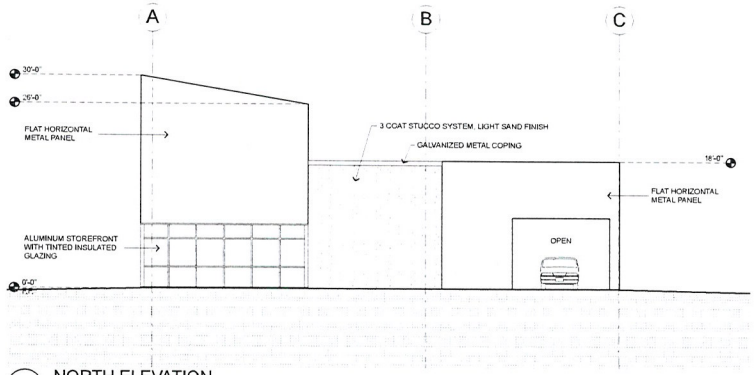
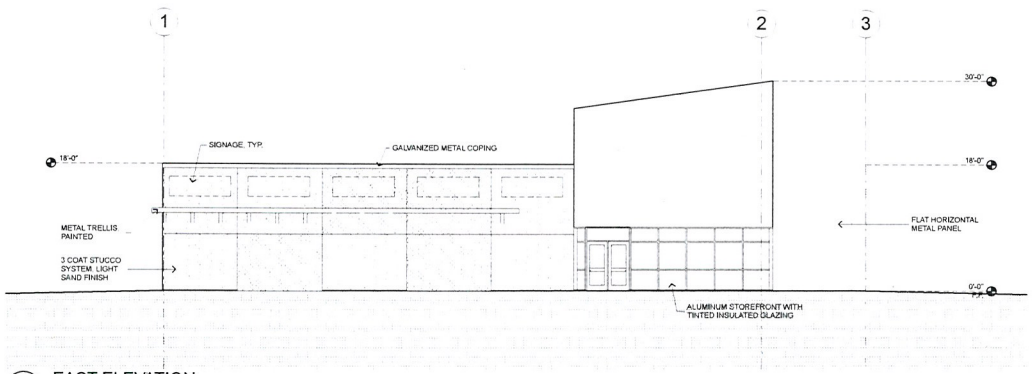
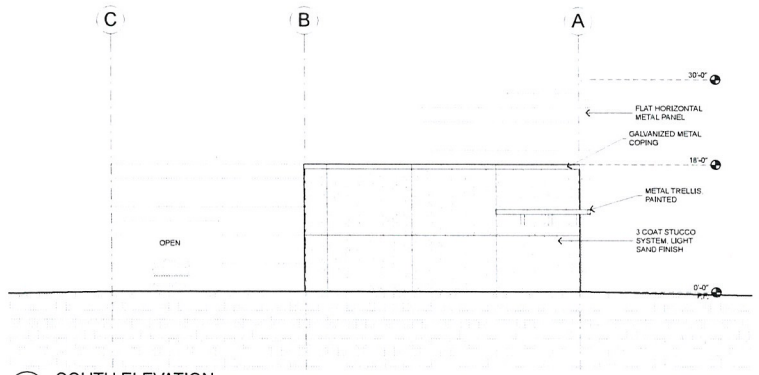


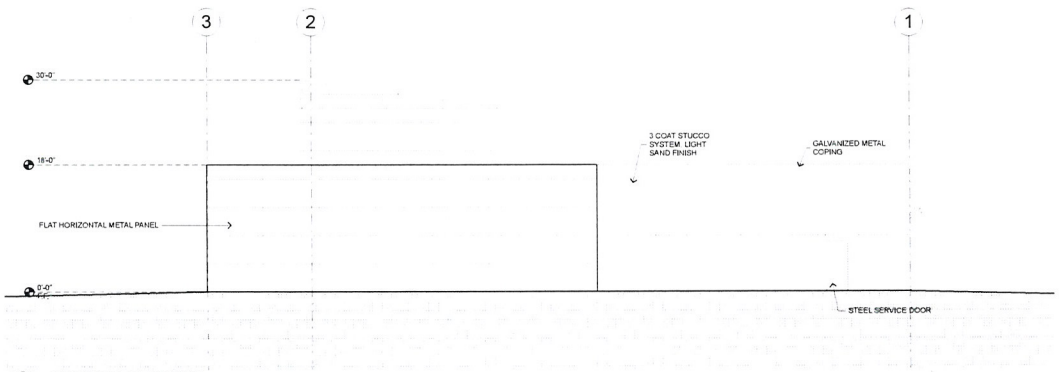
B1 NORTH ELEVATION
1/8" = 1'-0"



B3 EAST ELEVATION
1/8" = 1'-0"



D1 SOUTH ELEVATION
1/8" = 1'-0"



D3 WEST ELEVATION
1/8" = 1'-0"

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BUILDING ELEVATIONS
A200

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

February 20, 2009

Mr. Bruce Bilyeu
Ahern Carolyn L 1998 SEP
1611 West Bonanza Road
Las Vegas, Nevada 89106

RE: VAR-29881 – VARIANCE
CITY COUNCIL MEETING OF FEBRUARY 18, 2009
RELATED TO GPA-29877, ZON-29878, AND SDR-29879

Dear Mr. Bilyeu:

The City Council at a regular meeting held February 18, 2009 APPROVED the request for a Variance TO ALLOW A 13-FOOT SETBACK ALONG THE EAST PROPERTY LINE WHERE 20 FEET IS REQUIRED on 1.66 acres on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road (APN 126-01-601-016), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: C-2 (General Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on February 19, 2009. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-29879) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

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EOT-40712

APTUS

January 7, 2011

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, Nevada 89101

RE: **APN: 126-01-601-016**
Subject: Extension of Time for SDR-29879 and VAR 29881

Architecture
Engineering
Planning
Interiors
Landscape

Dear Sirs:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still trying to move forward with this project but is not at a stage yet to apply for building permits due to the current economic situation. We are requesting an extension of time for 2 years.

This is a new development with a convenience store with gas pumps, an automatic car wash and two future restaurant pad sites. This 1.92 net acre site has a current general plan of GC and is zoned C-1. The lot is currently vacant and is located north of Kyle Canyon road, along Oso Blanca and south of US-95.

We believe the project, as submitted, is consistent with the City of Las Vegas' vision in this area of the City. We have endeavored to follow Title 19 of the Code as closely as possible, both in the design and layout of this site. We hope you share in our vision for this site and support us in our effort to bring a high-quality and much-needed amenity to the residents of Las Vegas.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

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EOT-40712

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-40713 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: CAROLYN AHERN - OWNER: AHERN CAROLYN 1998 SEP PPTY - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-29879) FOR A 3,400 SQUARE-FOOT CONVENIENCE STORE AND CAR WASH WITH FUEL PUMPS AND TWO 3,100 SQUARE-FOOT RESTAURANTS WITH DRIVE-THRUS WITH WAIVERS OF THE PERIMETER LANDSCAPE REQUIREMENTS TO ALLOW A SIX-FOOT BUFFER ALONG THE SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A SIX-FOOT BUFFER ALONG THE WEST PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.66 acres on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road (APN 126-01-601-016), C-1 (Service Commercial), Ward 6 (Ross). Staff recommends APPROVAL.

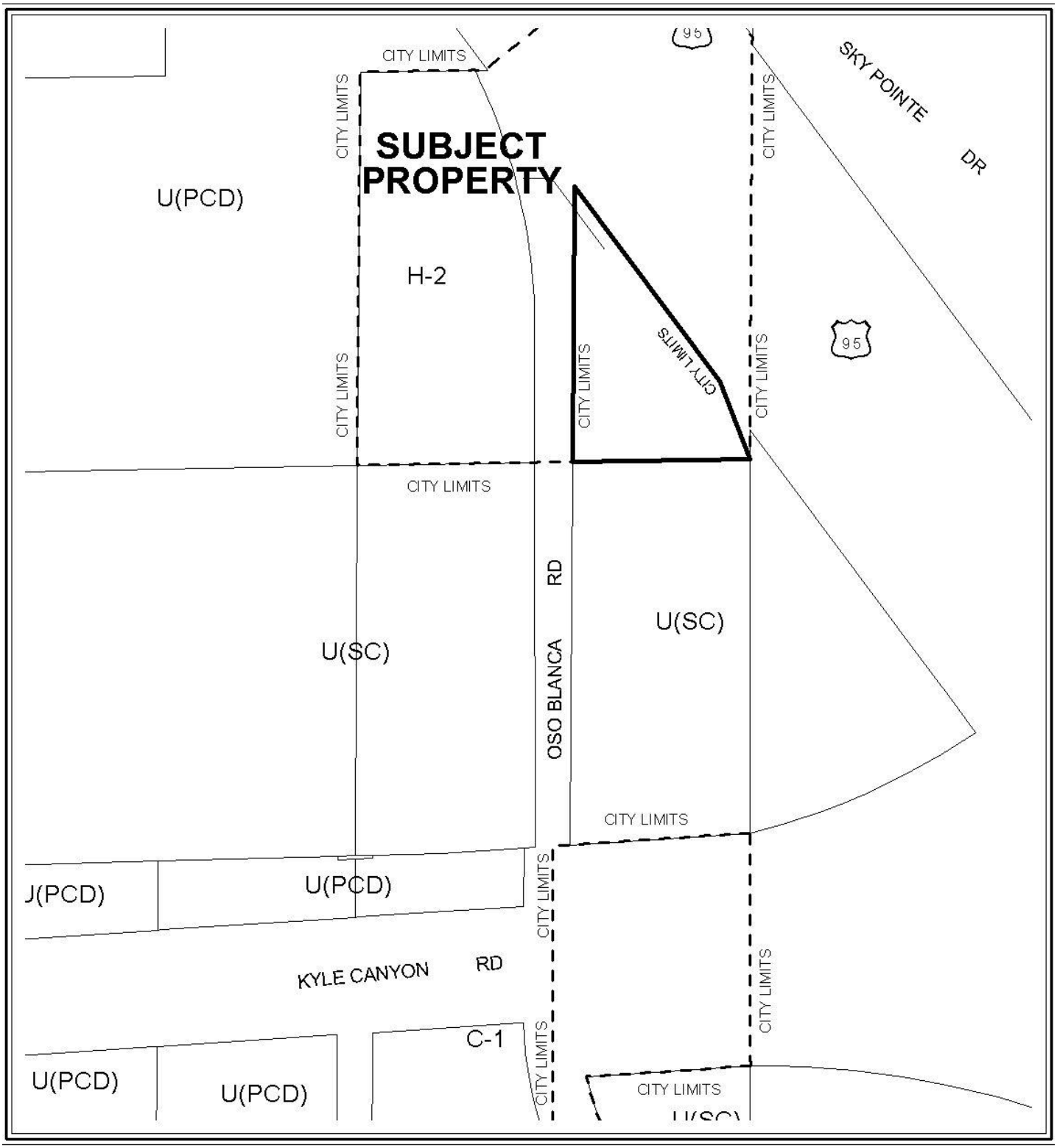
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

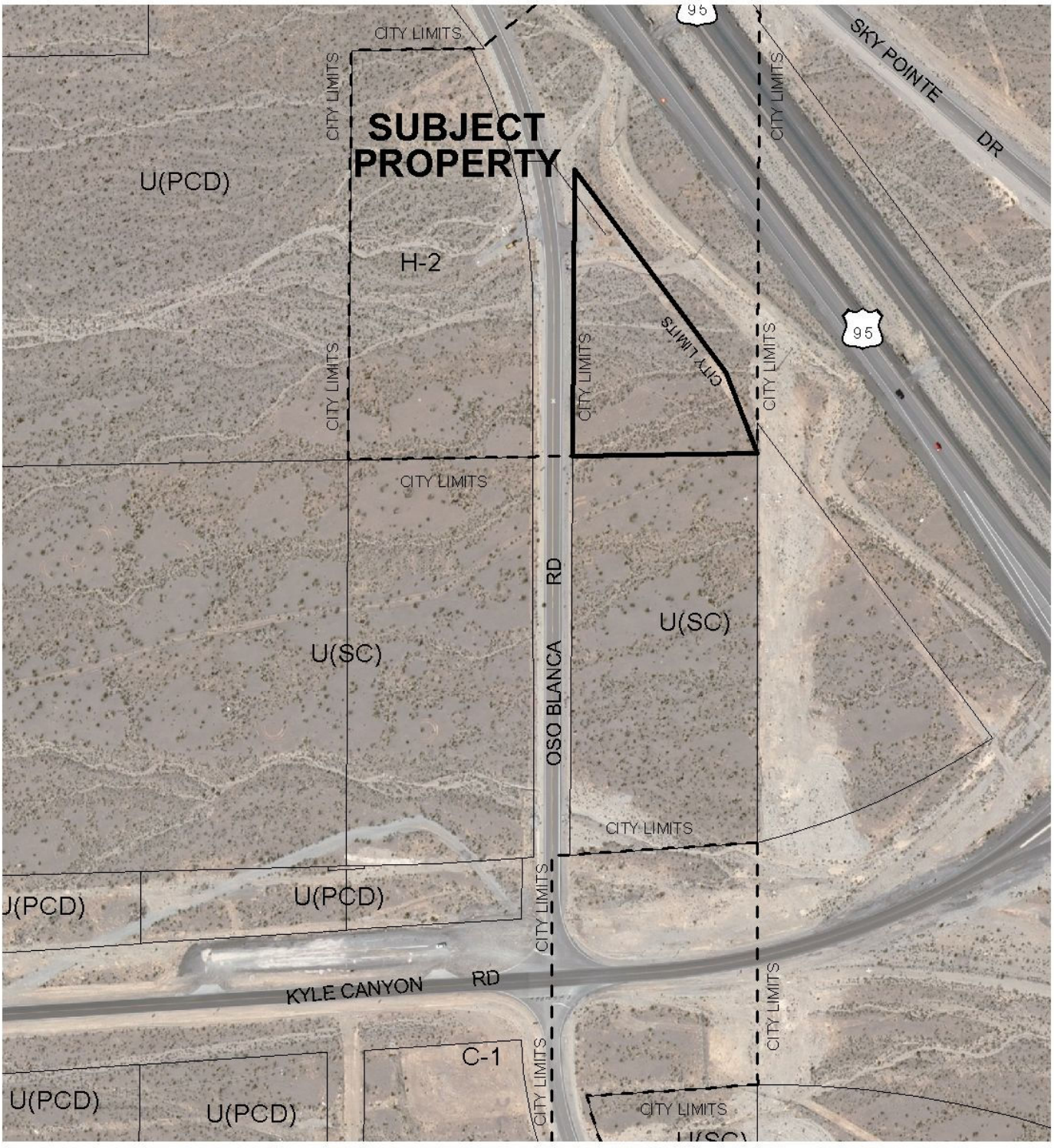
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-29879
5. Justification Letter



CASE: **EOT-40713**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 100 200 Feet

CASE: EOT-40713

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CAROLYN AHERN - OWNER: AHERN CAROLYN 1998 SEP PPTY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40713	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40713 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-29879) shall expire on February 18, 2013 unless another Extension of Time request is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-29879) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land with previous approval for a Site Development Plan Review (SDR-29879) for a proposed 3,000 square-foot convenience store with fuel pumps and car wash, and two (2) 3,100 square-foot restaurants with drive through with waivers of the perimeter landscape requirements to allow a six-foot buffer along the south and east property lines where eight feet is required and a six-foot buffer along the west property line where 15 feet is required on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road. Since the approval of the Site Development Plan Review (SDR-29879), there have not been any building permits issued for the proposed development, nor have plans been submitted for review. There has been no new development or changes in land use in the surrounding area. The applicant is requesting an Extension of Time due to the current economic condition in the area.

It is noted that there is one (1) related Extension of Time (EOT-40712) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/18/08	The City Council approved a request for Annexation of an area consisting of approximately 1.66 acres generally located on the east side of the Oso Blanca Road alignment 875 feet north of the Kyle Canyon Road alignment. The Planning Commission and staff recommended approval. The Annexation became effective on 06/27/08.
02/18/09	The City Council approved a request to amend a portion of the Northwest Sector Plan of the Centennial Hills Plan (GPA-29877) from PCD (Planned Community Development) to SC (Service Commercial) on 1.66 acres on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-29878) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to C-1 (Limited Commercial).
	The City Council approved a related request for a Variance (VAR-29881) to allow a 13-foot setback along the east property line where 20 feet is required.
	The City Council approved a related request for a Site Development Plan Review (SDR-29879) for a 3,400 square-foot Convenience Store and Car Wash with Fuel Pumps and two 3,100 square-foot Restaurants with Drive Through with waivers of the perimeter landscape requirements to allow a six-foot buffer along the south and east property lines where eight feet is required and a six-foot buffer along the west property line where 15 feet is required.

Most Recent Change of Ownership	
10/13/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	1.66

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped land-Proposed Convenience Store with Fuel Pumps, Car Wash, and two Restaurants with drive through	SC (Service Commercial)	C-1 (Limited Commercial)
North	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Undeveloped Land	SC (Service Commercial)	U (Undeveloped) [SC (Service Commercial) General Plan Designation]
East	ROW (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Undeveloped Land-Clark County	RR (Residential Rural)-Clark County	H-2 (General Highway Frontage)- Clark County

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-29879) for a proposed 3,000 square-foot convenience store with fuel pumps and car wash, and two (2) 3,100 square-foot restaurants with drive through with waivers of the perimeter landscape requirements to allow a six-foot buffer along the south and east property lines where eight feet is required and a six-foot buffer along the west property line where 15 feet is required on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road. Since the approval of Site Development Plan Review (SDR-29879), there have not been any building permits issued for the proposed development, nor have plans been submitted for review.

FINDINGS

The Site Development Plan Review (SDR-29879) has not met Title 19.18.050 requirements to exercise the entitlement as no building permits have been issued for the proposed use. There has been no new development or changes in land use in the surrounding area. The applicant is requesting an Extension of Time due to the current economic condition in the area. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-29879) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40713** APN: 126-01-601-016

Name of Property Owner: Ahern Carolyn 1998 SEP PPTY

Name of Applicant: Carolyn Ahern

Name of Representative: APTUS

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 Carolyn Ahern

Print Name: Carolyn Ahern

Subscribed and sworn before me

This 13th day of January, 2011

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
No: 01-68799-1 March 26, 2011

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City of Las

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EOT (SDR-29879)

Project Address (Location) North of Kyle Canyon along Oso Blanco

Project Name Kyle Canyon Plaza **Proposed Use** Service Station

Assessor's Parcel #(s) 126-01-601-016 **Ward #** 6-Ross

General Plan: existing GC proposed n/a **Zoning:** existing C-1 proposed n/a

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.92 net **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Ahern Carolyn 1998 SEP PPTY **Contact** Bruce Bilyeu

Address 1611 W. Bonanza Rd **Phone:** (702) 858-2025 **Fax:** (702) 631-4250

City Las Vegas **State** NV **Zip** 89106

E-mail Address bruce@ahern.com

APPLICANT Carolyn Ahern **Contact** Bruce Bilyeu

Address 1611 W. Bonanza Rd. **Phone:** (702) 858-2025 **Fax:** (702) 631-4250

City Las Vegas **State** NV **Zip** 89106

E-mail Address bruce@ahern.com

REPRESENTATIVE APTUS **Contact** Kristen Neuman

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 839-1200 **Fax:** (702) 839-1213

City Las Vegas **State** NV **Zip** 89104

E-mail Address kristen@aptusgroup. com

Property Owner Signature* Carolyn Ahern

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Carolyn Ahern

Subscribed and sworn before me

This 13th day of January, 20 11.

Karen Benner

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KAREN BENNER
My Appointment Expires
March 26, 2011
No: 01-88795-1

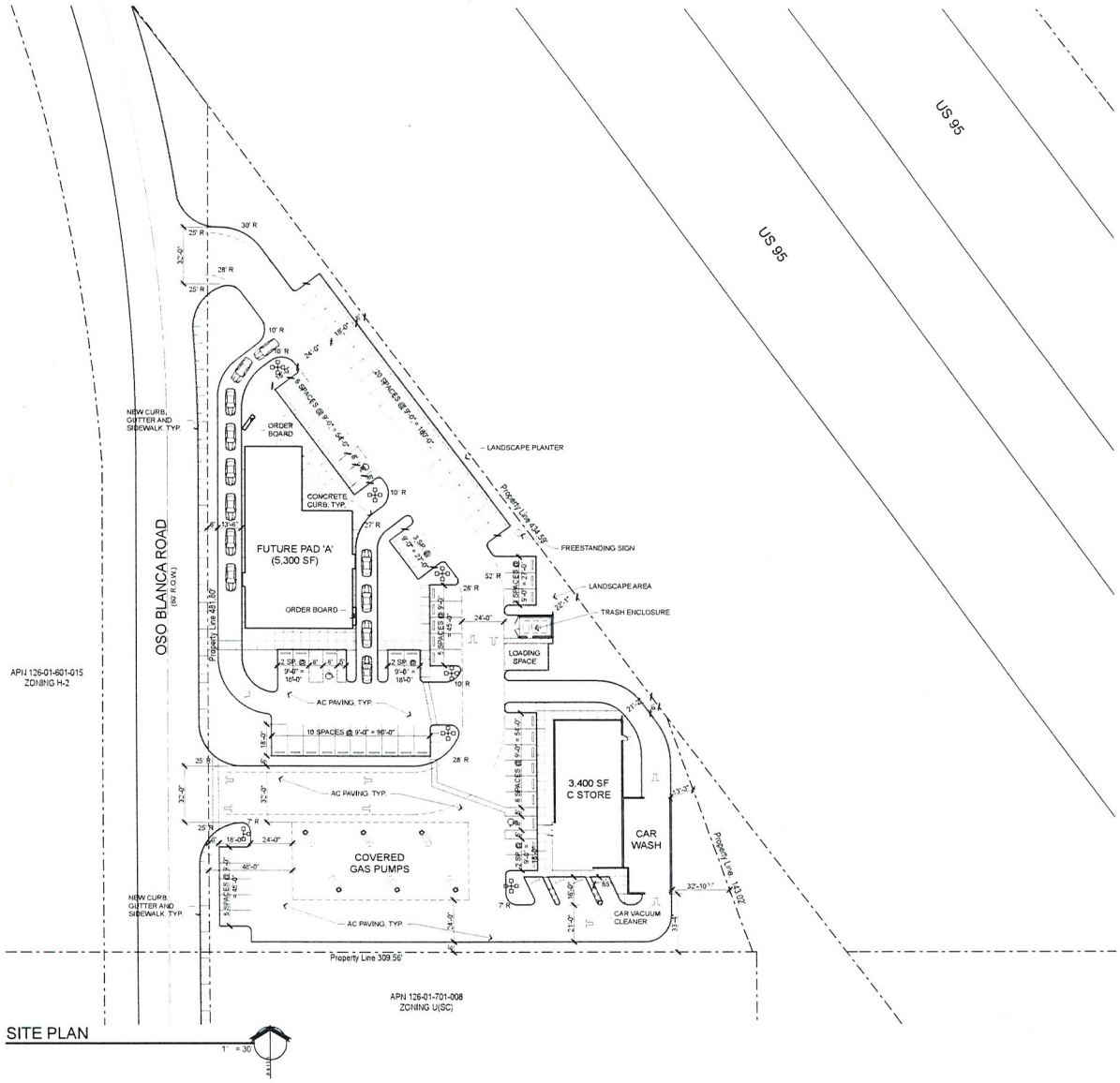
FOR DEPARTMENT USE ONLY

Case #	EOT-40713
Meeting Date:	3-2-11
Total Fee:	300
Date Received:*	1-13-11
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.

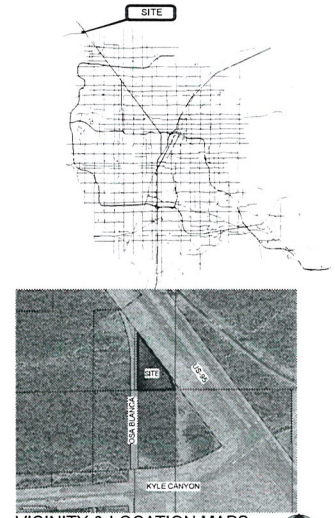
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



SITE PLAN

1" = 30'



VICINITY & LOCATION MAPS

Site Zoning & Data

SITE DATA

PARCEL NUMBER	126-01-601-016
JURISDICTION	CITY OF LAS VEGAS - 89166
EXISTING GENERAL PLAN	PCD
PROPOSED GENERAL PLAN	GC
EXISTING ZONING	UNDEVELOPED
PROPOSED ZONING	C-2
SITE AREA	83,648 NSF 1.92 NET ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	20'	20'-0"
INTERIOR SIDE	10'	30'-0" (TO GAS CANOPY)
REAR	20'	13'-3"
MAX HEIGHT	N/A	
ACTUAL HEIGHT	35'	
LOT COVERAGE ALLOWED	50%	
ACTUAL LOT COVERAGE	15%	

BUILDING AREA

BUILDING AREAS	
FUTURE PAD 'A'	2,000 SF
FUTURE PAD 'B'	2,250 SF
CONVENIENCE STORE	3,400 SF
CAR WASH (ACCESSORY USE)	1,500 SF
TOTAL SQUARE FOOTAGE	9,150 SF

PARKING AREA

	REQUIRED PARKING	
BUILDING AREA		
FUTURE PAD A	5,300 SF @ 1:100	53
CONVENIENCE STORE	3,400 SF @ 1:250	14
TOTAL REQUIRED		67
STANDARD PARKING SPACES PROVIDED		64
HANDICAPPED SPACES PROVIDED		3
TOTAL PARKING PROVIDED		67
LOADING SPACE 10X25 (1 REQUIRED)		1
CAR VACUUM SPACES		4

Kyle Canyon Plaza
Site Development Review
Oso Blanca & US-95
Las Vegas, Nevada 89166

APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

City of Las Vegas Site Development Review 09.09.08
City of Las Vegas Site Development Review Revisions 10.15.08

SITE PLAN

AS100

06.146 Kyle Canyon Plaza

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EOT-40713

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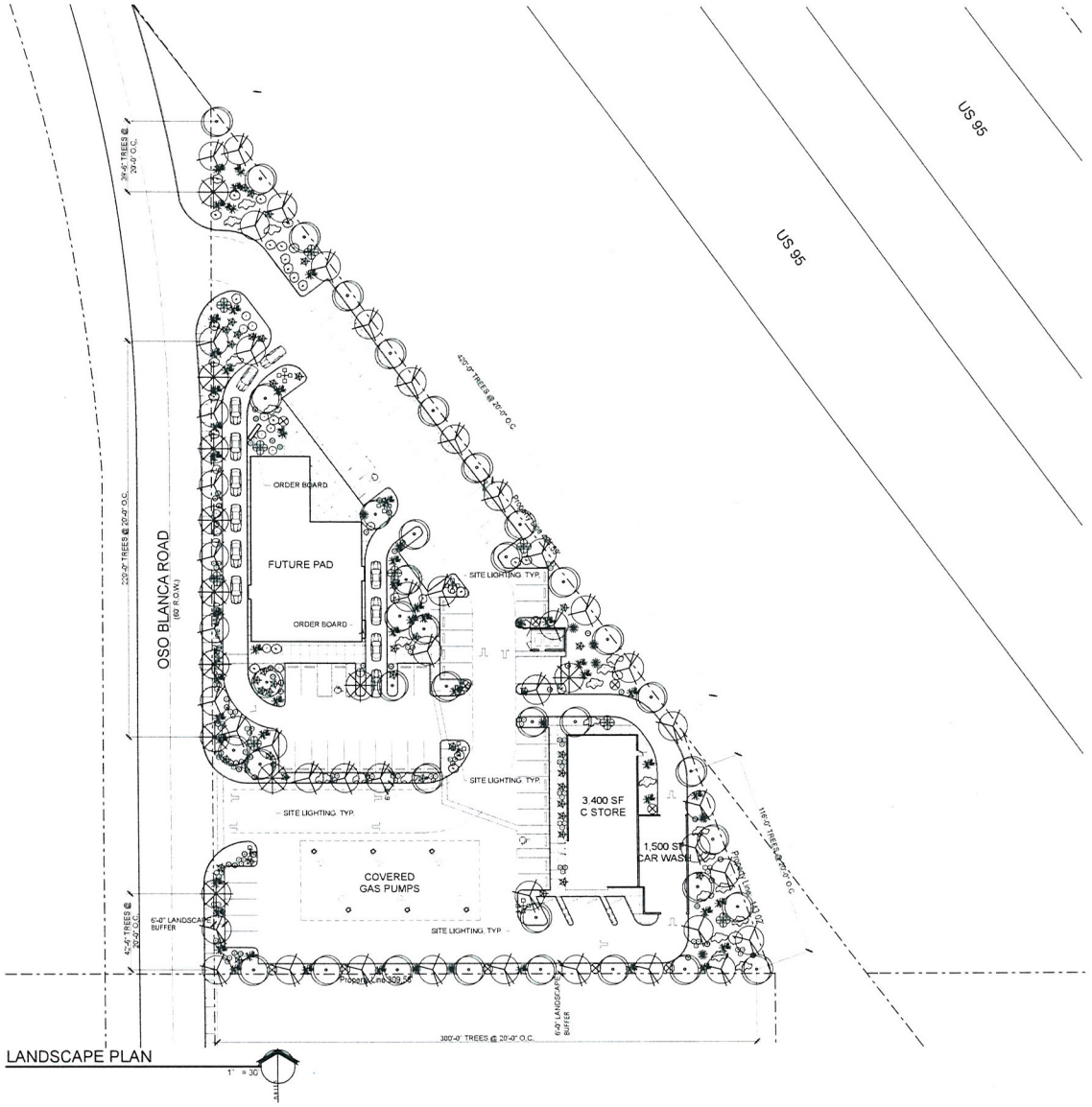

LANDSCAPE BUFFERS

	REQ'D	PROVIDED
STREET SIDE	3' MINIMUM / 6' AVERAGE	6'-0"
INTERIOR SIDE	6'-0"	6'-0"
REAR	NOT REQUIRED	3'-0" AVERAGE

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
TREES			
	COLORADO MESQUITE	prosopis alba "Colorado	24" Box
	SHOESTRING ACACIA	acacia stenophylla	24" Box
	PURPLE ROBE LOCUST	robinia pseucoacacia	24" Box
	SWEET ACACIA	acacia smallii	24" Box
SHRUBS			
	TEXAS RANGER	leucophyllum frutescens 'Green Cloud'	5 gal
	CHUPAROSA	justicia californica	5 gal
	CREPE MYRTLE	langerstroemia	5 gal
	OCOTILLO	fouquieria splendens	15 gal
	MEXICAN SAGE	salvia leucantha	5 gal
GROUND COVER			
	DESERT CARPET	myoporum parvifolium	5 gal
	TRAILING LANTANA	lantana montevidensis	3 gal
	REGAL MIST GRASS	muhlenbergia capillaris 'regal mist'	5 gal
	MEXICAN FEATHER GRASS	stipa tenuissima	5 gal

ROCK MULCH	SIZE	COLOR	DEPTH
	3/8" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

Kyle Canyon Plaza
Site Development Review
Oso Blanca & US-95
Las Vegas, Nevada 89166

PLANTING PLAN

L100

06 146 Kyle Canyon Plaza

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EOT-40713

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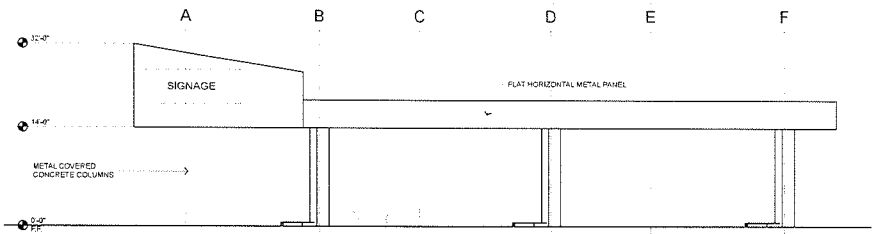
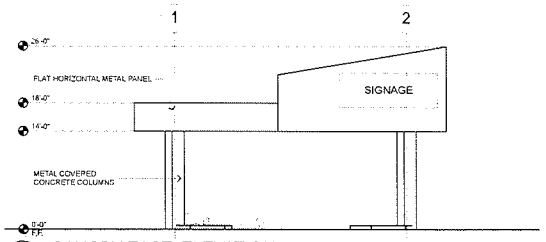
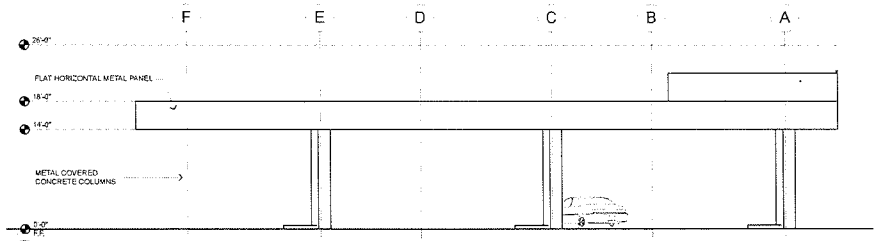


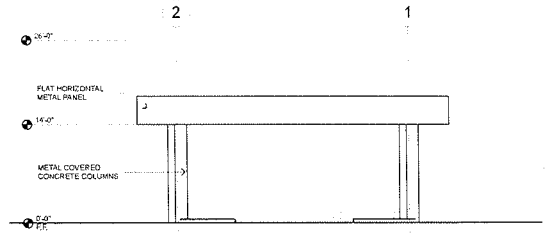
A1 CANOPY NORTH ELEVATION
1/8" = 1'-0"



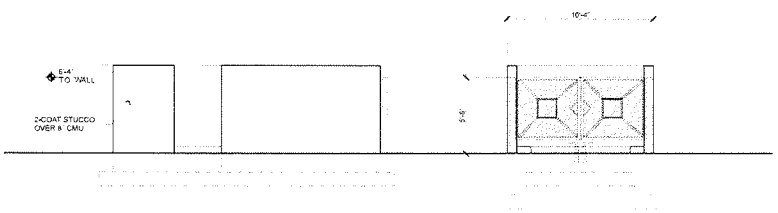
B1 CANOPY EAST ELEVATION
1/8" = 1'-0"



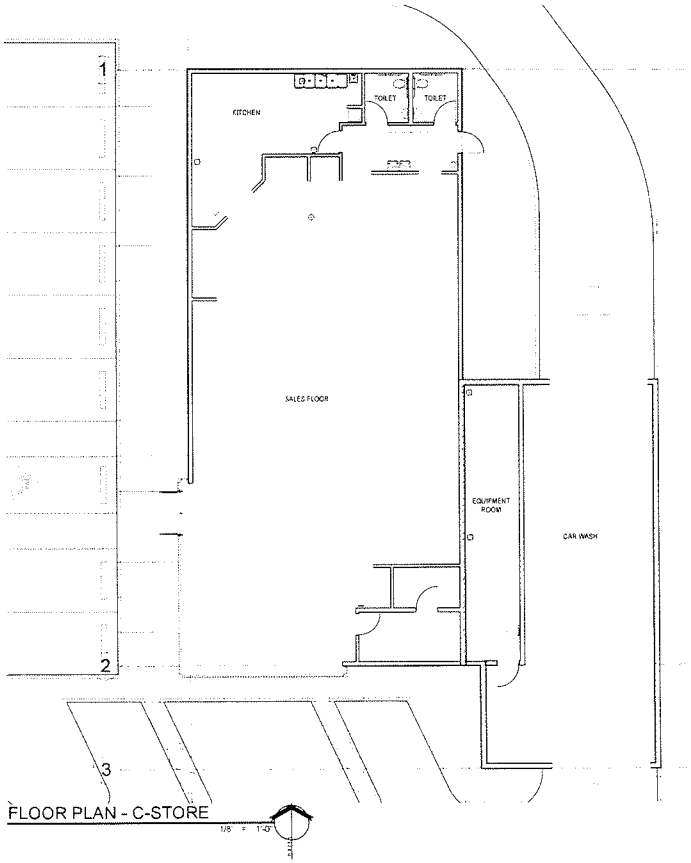
C1 CANOPY SOUTH ELEVATION
1/8" = 1'-0"



D1 CANOPY WEST ELEVATION
1/8" = 1'-0"



A3 TRASH ENCLOSURE ELEVATIONS
1/4" = 1'-0"



FLOOR PLAN - C-STORE
1/8" = 1'-0"

APTUS Architecture
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Kyle Canyon Plaza
Site Development Review
Oso Blanca & US-95
Las Vegas, Nevada 89166

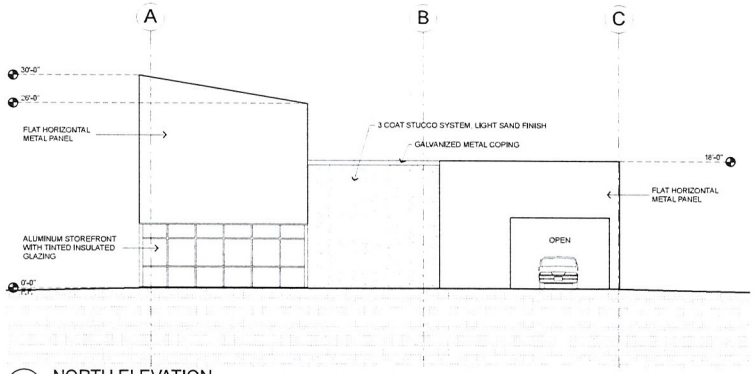
City of Las Vegas Site Development Review 04.09.08
City of Las Vegas Site Development Review Revisions 10.15.08

FLOORPLANS

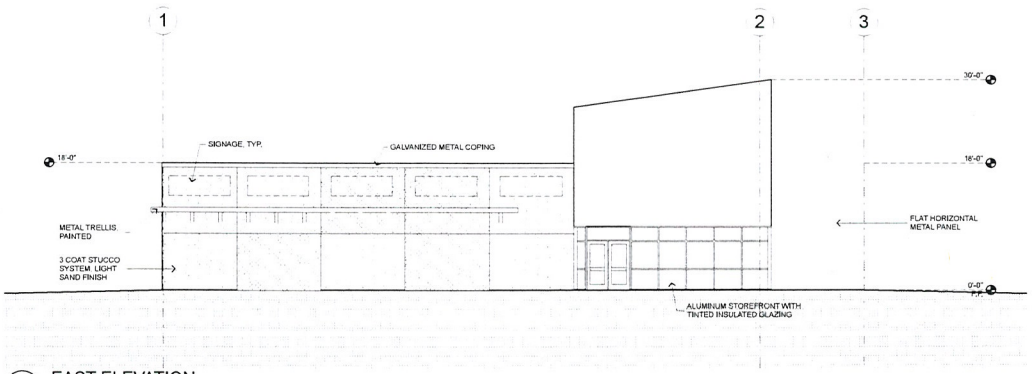
A100

06.146 Kyle Canyon Plaza

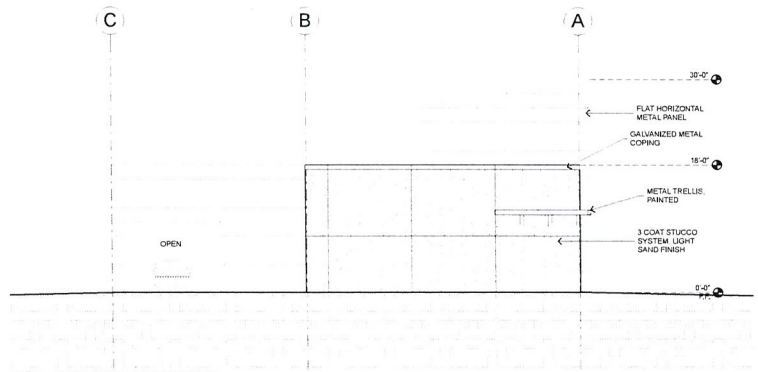
EOT-40713



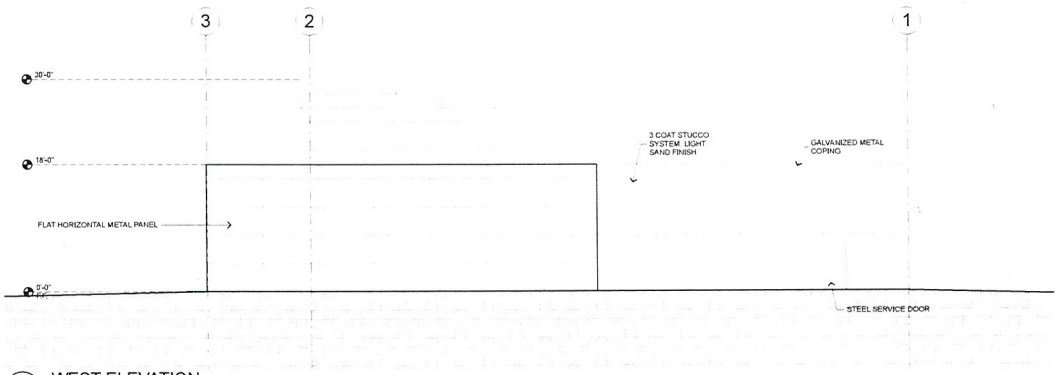
B1 NORTH ELEVATION
1/8" = 1'-0"



B3 EAST ELEVATION
1/8" = 1'-0"



D1 SOUTH ELEVATION
1/8" = 1'-0"



D3 WEST ELEVATION
1/8" = 1'-0"

BUILDING ELEVATIONS

A200

06 146 Kyle Canyon Plaza

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
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DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

February 20, 2009

Mr. Bruce Bilyeu
Ahern Carolyn L 1998 SEP
1611 West Bonanza Road
Las Vegas, Nevada 89106

RE: SDR-29879 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF FEBRUARY 18, 2009
RELATED TO GPA-29877, ZON-29878, AND VAR-29881

Dear Mr. Bilyeu:

The City Council at a regular meeting held February 18, 2009 APPROVED the request for a Site Development Plan Review FOR A 3,400 SQUARE-FOOT CONVENIENCE STORE AND CAR WASH WITH FUEL PUMPS AND TWO 3,100 SQUARE-FOOT RESTAURANTS WITH DRIVE-THRUS WITH WAIVERS OF THE PERIMETER LANDSCAPE REQUIREMENTS TO ALLOW A SIX-FOOT BUFFER ALONG THE SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED AND A SIX-FOOT BUFFER ALONG THE WEST PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.66 acres on the east side of Oso Blanca Road, approximately 850 feet north of Kyle Canyon Road (APN 126-01-601-016), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: C-2 (General Commercial)]. The Notice of Final Action was filed with the Las Vegas City Clerk on February 19, 2009. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-29881) 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. Future development of the 5,300 square-foot Restaurant with Drive-Thru will require a Site Development Plan Review.

4. All development shall be in conformance with the site plan and landscape plan date stamped 10/20/08, and building elevations, date stamped 09/09/08, except as amended by conditions herein.

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Printed with environmentally friendly soy ink.

EOT-40713

5. A Waiver from Title 19.12.040(A) is hereby approved, to allow a six-foot wide landscape buffer along the south and east property line where eight feet is required.

6. A Waiver from Title 19.12.040(A) is hereby approved, to allow a six-foot wide landscape buffer along the west property line where 15 feet is required.

7. A Waiver from Title 19.08.050(D)(2)(e)(iii) is hereby approved, to allow the Service Station (without Automotive Repair) to be located at the rear of the site, away from the minimum setback line.

8. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to reflect the changes herein: Provide handicap accessible parking in accordance with Title 19.10.010. Provide a loading space in accordance with Title 19.10.020.

9. Any Restaurant with Drive-Thru, 2,000 square feet or greater in size, shall provide each drive-thru service window with a stacking lane which will accommodate at least six cars per lane.

10. 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. The technical landscape plan shall include the following changes from the conceptual landscape plan: Provide parking lot screening per Title 19.10.010(J)(11)(d); Provide one additional 24-inch box tree, for a total of 20, 24-inch box trees, along the west perimeter.

11. 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.

12. Revised elevations shall be submitted to and approved by the Planning and Development Department prior to the time application is made for a building permit to reflect the west elevation in compliance with the requirements of Title 19.08.050(D)(2)(a)(i).

13. 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).

14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets. Provide a roof or trellis on the trash enclosure which meets the standards of Title 19.08.050(E)(4)(b).

15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

16. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

17. 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.

18. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

19. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

20. Coordinate with the Nevada Department of Transportation (NDOT) for all work within existing NDOT rights-of-way and controlled-access areas. Obtain appropriate Occupancy Permits for all such work.

21. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Kyle Canyon/U.S. 95 Interchange project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

22. Construct all incomplete half-street improvements on Oso Blanca Road adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

23. Driveways shall be redesigned, located and constructed to meet the approval of the City Traffic Engineering Representative unless otherwise allowed by the City Engineer.

24. Extend oversized public sewer from Tee Pee Lane to the north edge of this site in Oso Blanca Road, to a depth and location acceptable to the Collection System Planning Section of the Department of Public Works, **unless otherwise allowed by the City Engineer**. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the city for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

25. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of any construction plans or the issuance of any permits. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

26. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

27. As appropriate, submit an Encroachment Agreement to the City of Las Vegas or obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Oso Blanca Road public right-of-way adjacent to this site.

28. Landscape and maintain all unimproved right-of-way, if any, on Oso Blanca Road adjacent to this site. All landscaping and private improvements installed with this project

shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

29. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Ms. Kristen Neuman
APTUS Architecture
1200 South 4th Street, Suite #206
Las Vegas, Nevada 89104

APTUS

January 7, 2011

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, Nevada 89101

RE: **APN: 126-01-601-016**
Subject: Extension of Time for SDR-29879 and VAR 29881

Dear Sirs:

We respectfully submit this request for an Extension of Time for the aforementioned applications. The owner is still trying to move forward with this project but is not at a stage yet to apply for building permits due to the current economic situation. We are requesting an extension of time for 2 years.

This is a new development with a convenience store with gas pumps, an automatic car wash and two future restaurant pad sites. This 1.92 net acre site has a current general plan of GC and is zoned C-1. The lot is currently vacant and is located north of Kyle Canyon road, along Oso Blanca and south of US-95.

We believe the project, as submitted, is consistent with the City of Las Vegas' vision in this area of the City. We have endeavored to follow Title 19 of the Code as closely as possible, both in the design and layout of this site. We hope you share in our vision for this site and support us in our effort to bring a high-quality and much-needed amenity to the residents of Las Vegas.

Respectfully Submitted,

Kristen G. Neuman, AIA
APTUS

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EOT-40713

Architecture
Engineering
Planning
Interiors
Landscape

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

aptusgroup.com

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 2, 2011

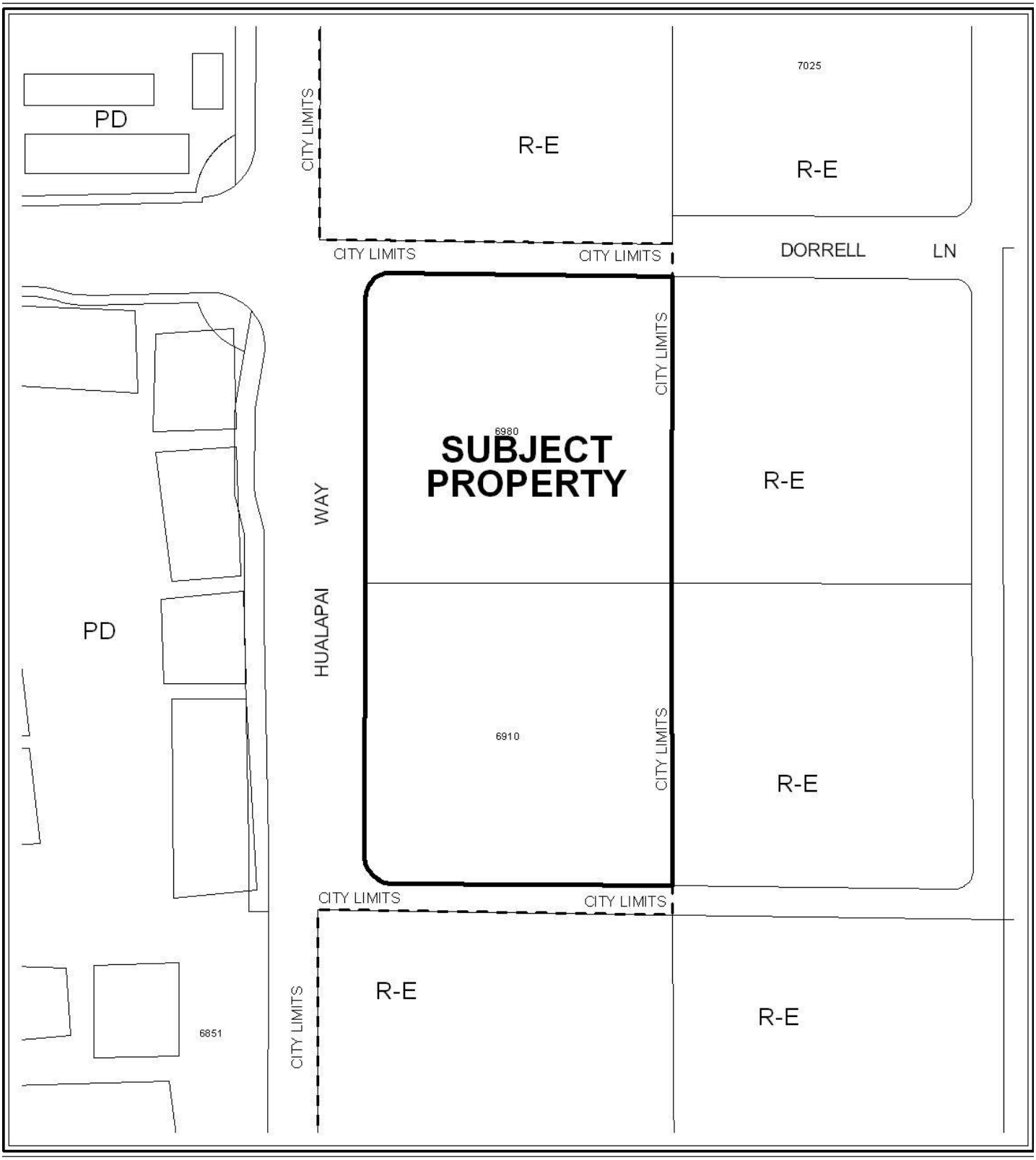
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40742 - EXTENSION OF TIME - REZONING - APPLICANT: WAGNER HOMES, INC. - OWNER: DAY STAR VENTURES, LLC - Request for an Extension of Time of a previously approved Rezoning (ZON-4623) FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 5.35 acres at the southeast corner of Hualapai Way and Dorrell Lane (APNs 125-19-201-001 and 003), Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. City Council Approval Letter for ZON-4623
5. Justification Letter



0 100 200 Feet

CASE: **EOT-40742**

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT- 3 UNITS PER ACRE)

N



0 100 200 Feet

CASE: **EOT-40742**

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT- 3 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WAGNER HOMES, INC. - OWNER: DAYSTAR VENTURES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40742	Staff recommends APPROVAL.	None

DS

Staff Report Page One
March 2, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per Acre) on 5.35 acres at the southeast corner of Hualapai Way and Dorrell Lane. Additionally, the applicant received previous approval for a Waiver (WVR-22255), Variance (VAR-5377), and Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development. The rezoning to R-PD3 (Residential Planned Development- 3 Units per Acre) aligns with the General Plan designation of R (Rural Density Residential). There have been new entitlements for properties to the west and northwest that includes a 124-unit addition for an approved apartment complex and a condominium/retail development. The applicant is requesting a four-year Extension of Time to allow the housing market to recover. Staff is recommending approval of this request with a two-year time limit.

It is noted that there are three (3) related Extension of Times (EOT-40744, EOT-40745, and EOT-40746) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/04/04	The City Council approved a request for an Annexation (ANX-4451) of an area consisting of approximately 5.395 acres generally located on the southeast corner of Hualapai Way and Dorrell Lane. The Planning Commission and staff recommended approval. The Annexation became effective on 08/13/04.
01/19/05	The City Council approved a request for Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
	The City Council approved a related request for a Site Development Plan Review (SDR-4626) for a 19-lot single family residential development.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/06/05	The City Council approved a request for a Waiver of Title 18.12.160 (WVR-6035) to allow 209 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the southeast corner of Dorrell Lane and Hualapai Way. The Planning Commission and staff recommended approval.
06/09/05	The Planning Commission approved a request for a Tentative Map (TMP-6601) for a 19-lot single family residential subdivision. Staff recommended approval.
09/05/05	The City Council approved a request for a Petition to Vacate U.S. Government Patent easements generally located on Hualapai Way between Dorrell Lane and Haley Avenue. The Planning Commission and staff recommended approval.
02/07/07	The City Council approved a request for an Extension of Time (EOT-18955) of a previously approved Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-18954) of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
	The City Council approved a related request for an Extension of Time (EOT-18952) of a previously approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development.
04/03/07	The Planning and Development Department and Department of Public Works approved a request for a Final Map Technical Review (FMP-20340) for 'Day Dawn Ridge,' a 19-lot single family development. The map was never recorded.
09/05/07	The City Council approved a request for a Waiver of Title 18.12.160 (WVR-22255) to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/25/07	The Planning Commission approved a request for a Tentative Map (TMP-24461) for a 19-lot single family residential subdivision on 5.36 acres at the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
02/04/09	The City Council approved a request for an Extension of Time (EOT-32752) of a previously approved Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units Per Acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-32753) of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
10/07/09	The City Council approved a request for an Extension of Time (EOT-35680) of a previously approved Waiver (WVR-22255) of Title 18.12.160 requirements to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-35681) of previously approved Site Development Plan Review (SDR-22253) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane.

Most Recent Change of Ownership	
10/07/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	5.35

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Single Family Residential Development	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation] with a Resolution of Intent to R-PD3 (Residential Planned Development- 3 Units per Acre)
North	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential)- Clark County
South	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential)- Clark County
East	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential)- Clark County
West	Multi-Family Residential	PCD (Planned Community Development)	PD (Planned Development)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third request for an Extension of Time for Rezoning (ZON-4623) for the proposed project. The applicant did receive approval for a Tentative Map (TMP-24461) on 10/25/07 for a 19-lot residential subdivision, but the map as since expired. No building permits have been issued, nor have plans been submitted for review. Title 19.18.040 allows for an extension of time or reinstatement of zoning approval as long as the zoning continues to conform to the use and density classification of the General Plan, and remains consistent with the surrounding area and pattern of development.

FINDINGS

The Rezoning (ZON-4623) to R-PD3 (Residential Planned Development- 3 Units per Acre) continues to conform to the intended use for single family residences and density classification of R (Rural Density Residential) General Plan designation. Though there have been new entitlements for properties to the west and northwest that includes a 124-unit addition for an approved apartment complex and a condominium/retail development, the proposed project will not negatively affect development in the surrounding areas. The applicant is requesting a four-year Extension of Time to allow the housing market to recover. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Rezoning (ZON-4623) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40742** APN: 125-19-201-001, 003

Name of Property Owner: Day Star Ventures, LLC

Name of Applicant: Wagner Homes, Inc.

Name of Representative: Paul Wagner

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: Paul Wagner

Subscribed and sworn before me

This 19 day of January, 20 11

_____

Notary Public in and for said County and State

MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-14-13
Certificate No: 06-105049-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for Rezoning (ZON-4623)

Project Address (Location) Hualapai Way and Dorrell Lane

Project Name Day Dawn Ridge **Proposed Use** _____

Assessor's Parcel #(s) 125-19-201-001,003 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing U(R) proposed R-PD3

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.35 **Lots/Units** 19/5 **Density** _____

Additional Information SDR-4626, VAR-5377

PROPERTY OWNER Day Star Ventures, LLC **Contact** Paul Wagner

Address 6985 W. Sahara Ave #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.com

APPLICANT Wagner Homes, Inc. **Contact** Paul Wagner

Address 6985 W. Sahara Ave #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.com

REPRESENTATIVE Paul Wagner **Contact** Paul Wagner

Address 6985 W. Sahara Ave #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.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 Paul Wagner

Subscribed and sworn before me

This 19 day of January, 20 11.

_____

Notary Public in and for said County and State

MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-14-13
Certificate No: 06-105049-1

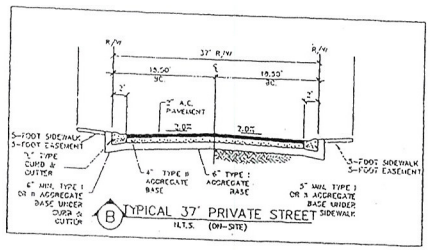
Revised 10/27/08

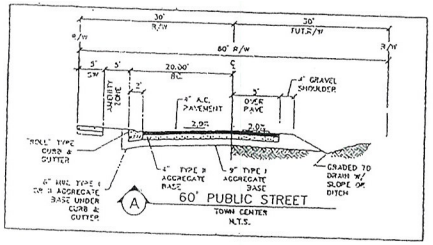
FOR DEPARTMENT USE ONLY

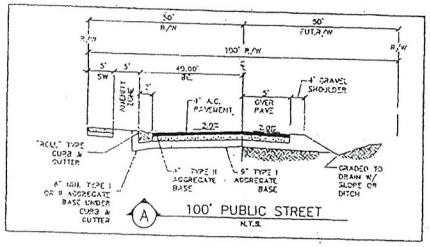
Case #	40742
Meeting Date:	3-2-11
Total Fee:	300 ~~00~~ XV
Date Received:*	1-19-11
Received By:	

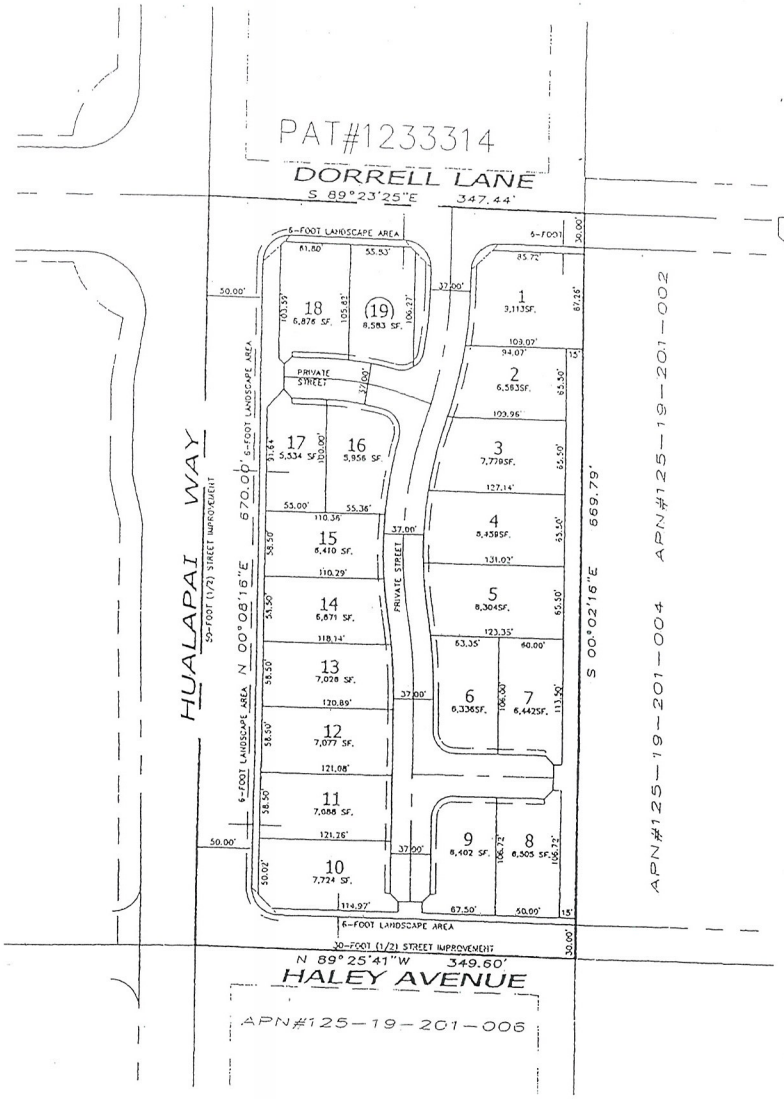
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

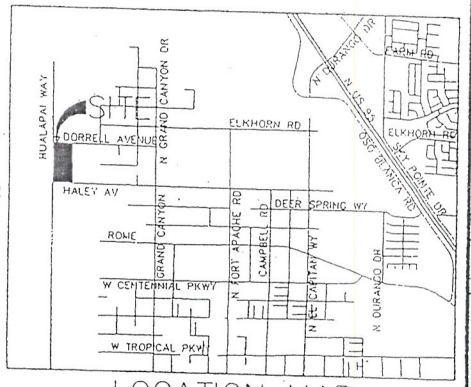
f:\depot\Application Packet\Application Form.pdf





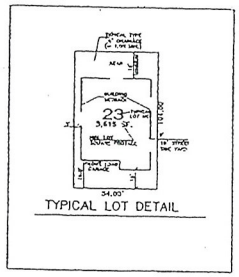




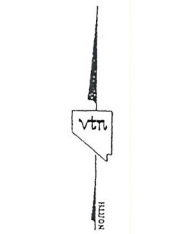


LOCATION MAP

PROJECT SUMMARY	
PROJECT INFORMATION	
ASSESSOR'S PARCEL MAP NO.	125-19-201-001 & 003
GROSS ACRES	5.33 ACRES
CURRENT GENERAL PLAN	R - Rural
CURRENT ZONING	RC - Rural Estates Residential
PROPOSED ZONING	R-PD3 - DCS PLANNED DEVELOPMENT
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
PROPOSED MASTER OF WATER	19 LOTS
PROPOSED DENSITY	3.58 DU/AC
OPEN SPACE	
OPEN SPACE REQUIRED	12,630 SF.
PROPOSED USABLE OPEN SPACE	0 SF.
OTHER OPEN SPACE	0 SF.
TOTAL OPEN SPACE PROVIDED	0 SF.
PARKING	
# PER DWELLING UNIT	2.0
GUEST PARKING	4
TOTAL PARKING SPACES PROVIDED	38 SPACES



TYPICAL LOT DETAIL



GRAPHIC SCALE

GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS	
FRONT (GARAGE) :	20'
FRONT (HOUSE) :	15'
SIDE :	5'
CORNER/SIDE :	10'
REAR :	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE 6 201
LAS VEGAS, NEVADA 89117
(702) 220-6200
CONTACT : PAUL WAGNER

SITE DEVELOPMENT PLAN FOR HUALAPAI/DORRELL

NEVADA HOMES GROUP
CITY OF LAS VEGAS

NO.	DATE	BY	REVISION
3	12-29-10	AS	ADDED Drainage easement to Lot #11
2	7/21/04	AS	DROPPED TO 18 LOTS / CHANGED OPEN SPACE
1	6/23/04	AS	CHANGE 37'-FOOT FROM PUBLIC TO PRIVATE STREET.

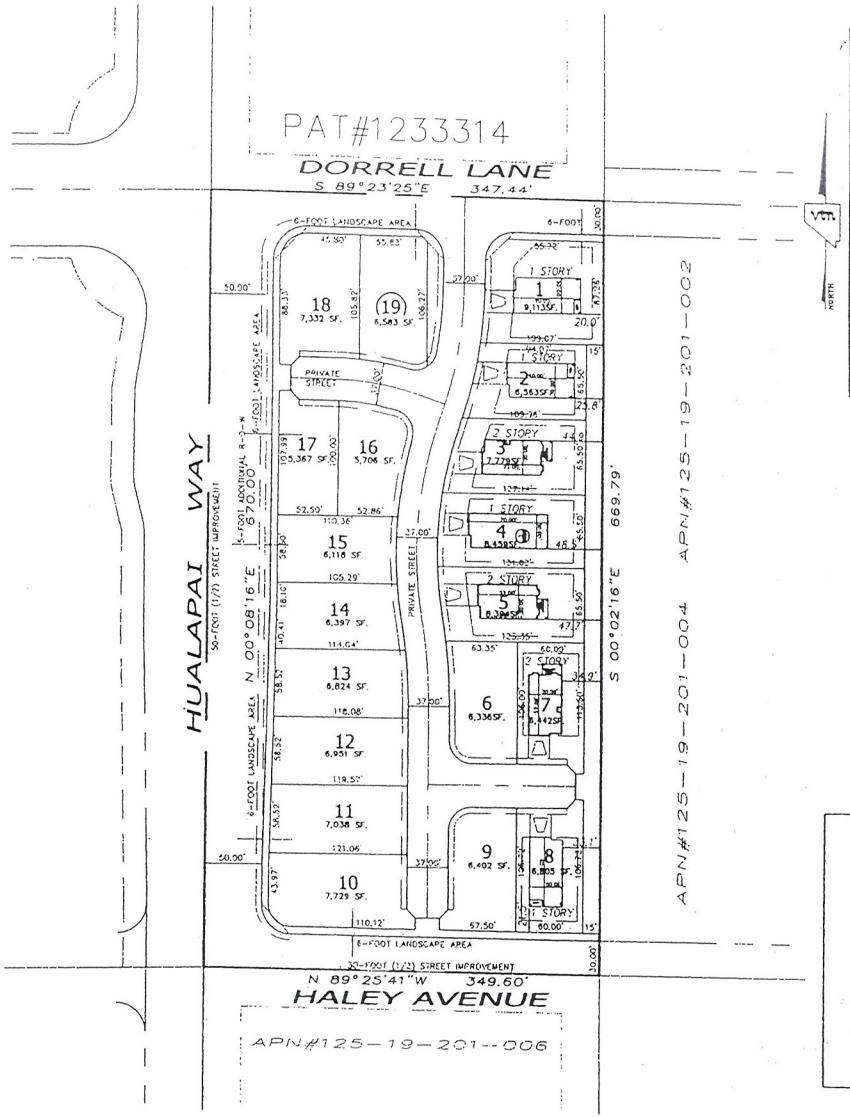
DRAWN BY: AS 3/17/04
DESIGNED BY: AS 3/17/04
CHECKED BY:
PROJECT NO: 6438
SCALE: 30' 60' NORTH

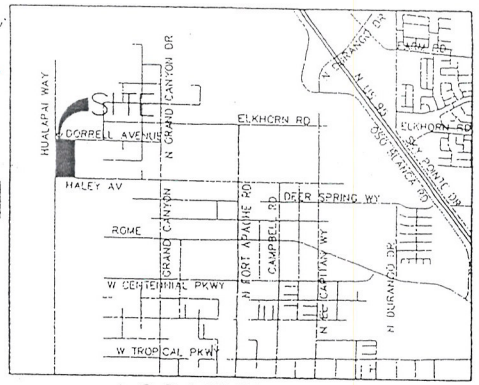
SHEET 01
1 OF 2 SHEETS
DRAWING NO. 6438-CLV

RECEIVED
JAN 19 2011

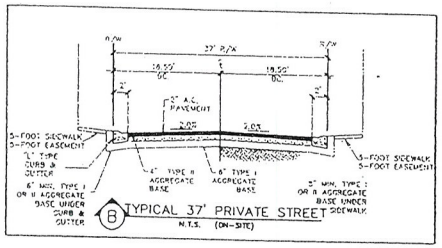
EOT-40742

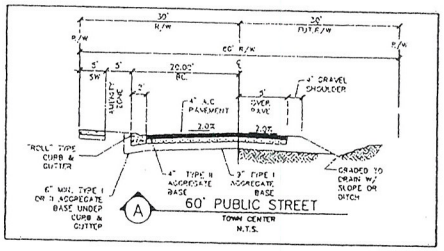
PAT#1233314

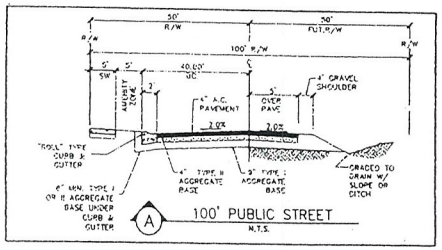




LOCATION MAP

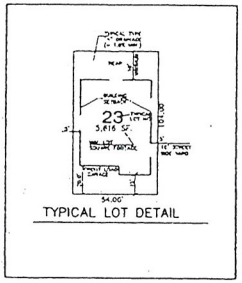


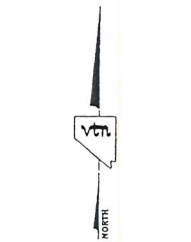




PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSOR'S PARCEL MAP NO.	125-19-201-002 & 004
GROSS ACRES	9.95 ACRES
CURRENT GENERAL PLAN	R - RURAL
CURRENT ZONING	RE - RURAL ESTATES RESIDENTIAL
PROPOSED ZONING	R-PD3 - RES. PLANNED DEVELOPMENT
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
PROPOSED NUMBER OF UNITS	19 LOTS
PROPOSED DENSITY	3.25 DU/AC
OPEN SPACE	
OPEN SPACE REQUIRED	13,633 SF.
PROPOSED USABLE OPEN SPACE	0 SF.
OTHER OPEN SPACE	0 SF.
TOTAL OPEN SPACE PROVIDED	0 SF.
PARKING	
# PER DWELLING UNIT	2.0
GUEST PARKING	0
TOTAL PARKING SPACES PROVIDED	38 SPACES





GENERAL NOTES

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS

FRONT (GARAGE) :	20'
FRONT (HOUSE) :	15'
SIDE :	5'
CORNER/SIDE :	10'
REAR :	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200
CONTACT : PAUL WAGNER

NO.	DATE	DESCRIPTION
4	12-16-10	ADDED 5 FEET OF R.O.W. ON HUALAPAI WAY
3	12-08-10	REVISED PER COMMENTS FROM PLANNING
2	11-22-10	REVISED TO 19 LOTS / CHANGED OPEN SPACE
1	8-23-10	CHANGED 37-FOOT PRIVATE STREET TO 37-FOOT PUBLIC TO PRIVATE STREET

NEVADA HOMES GROUP
6895 WEST SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200

CITY OF LAS VEGAS

SITE DEVELOPMENT PLAN FOR HUALAPAI/DORRELL

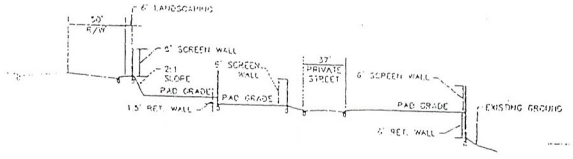
vtn nevada
2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
PH: (702) 873-7500 FAX: (702) 362-1561
CIVIL ENGINEERS & PLANNERS & LAND SURVEYORS

DRAWN BY: JH 3/21/04
DESIGNED BY: JH 3/21/04
CHECKED BY:
PROJECT NO: 8438
SCALE: 50' HORZ. 50' VERT.

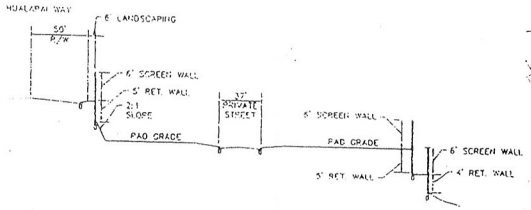
SHEET 01
1 OF 2 SHEETS
DRAWING NO. 8438-CLV

RECEIVED
JAN 19 2011

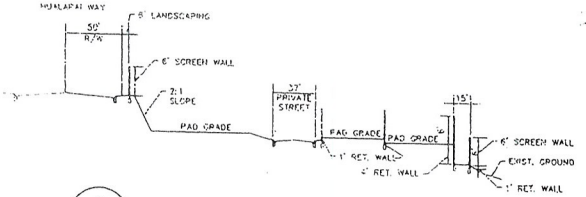
EOT-40742



1 — CROSS SECTION DETAIL N.T.S.



2 — CROSS SECTION DETAIL N.T.S.



3 — CROSS SECTION DETAIL N.T.S.

PAT#1233314

DORRELL LANE
S 89°23'25"E 347.44'

HUALAPAI WAY
50-FOOT (1/2) STREET IMPROVEMENT
N 00°08'16"E 670.00'

APN#125-19-201-002
S 00°02'16"E 669.79'

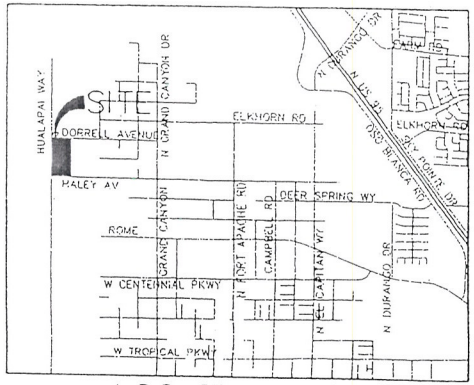
APN#125-19-201-004

HALEY AVENUE
N 89°25'41"W 349.60'

APN#125-19-201-006

6-FOOT LANDSCAPE AREA
30-FOOT (1/2) STREET IMPROVEMENT
PRIVATE STREET
DRAINAGE AREA

1	8,113 SF.	10	7,729 SF.
2	8,563 SF.	11	7,036 SF.
3	7,779 SF.	12	6,951 SF.
4	8,459 SF.	13	6,824 SF.
5	8,304 SF.	14	6,397 SF.
6	6,338 SF.	15	8,118 SF.
7	6,442 SF.	16	5,706 SF.
8	6,505 SF.	17	5,367 SF.
9	6,402 SF.	18	7,332 SF.
		(19)	6,583 SF.



LOCATION MAP

GRAPHIC SCALE
1" = 30'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200
CONTACT: PAUL WAGNER

NO.	DATE	BY	REVISION
3	8/31/04	R.T.M.	REMOVED 36' TO REFLECT POLES BACKING TO HUALAPAI
2	7/22/04	JAL	DESIGNED TO 18 LOTS / CHANGED STYLE OF FACE
1	6/23/04	JAL	CHANGE 37'-FOOT FROM PUBLIC TO PRIVATE STREET.

NEVADA HOMES GROUP
LAND DEVELOPMENT
6895 WEST SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200

CITY OF LAS VEGAS

RETAINING WALL EXHIBIT

HUALAPAI/DORRELL

vtn nevada
2317 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
PH: (702) 233-1958 FAX: (702) 341-1987
CIVIL ENGINEERS & PLANNERS & LAND SURVEYORS

DRAWN BY:	DATE	SCALE:	HORIZ.
R.T.M.	08/04		
DESIGNED BY:	08/04	30'	30'
CHECKED BY:	08/04		VERT.
PROJECT NO.			
5438			

SHEET
WALL-1
2 OF 2 SHEETS
DRAWING NO.
5438-CLV

RECEIVED
JAN 19 2011

EOT-40742

PAT#1233314

DORRELL LANE

S 89°23'25"E 347.44'

HUALAPAI WAY

N 00°08'16"E 670.00'

S 00°02'16"E 669.79'

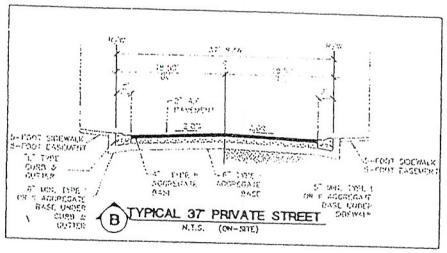
APN#125-19-201-005

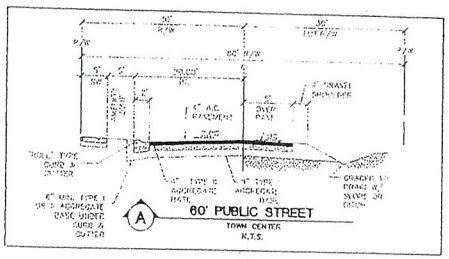
APN#125-19-201-004

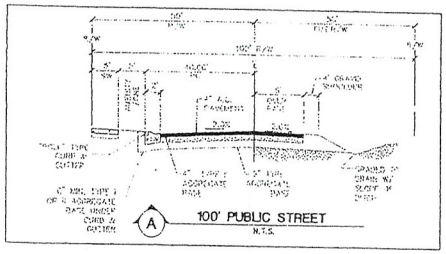
N 89°25'41"W 349.60'

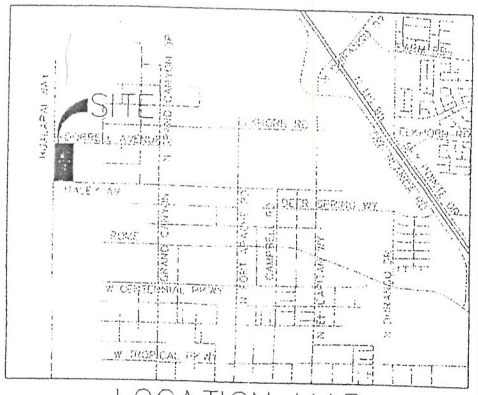
HALEY AVENUE

APN#125-19-201-006





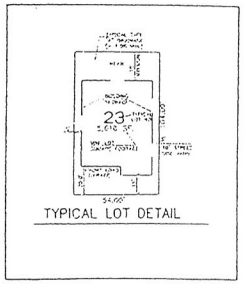


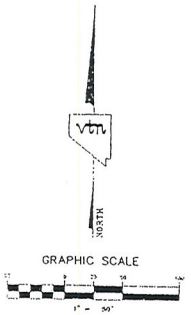


LOCATION MAP

PROJECT SUMMARY

PROJECT INFORMATION	
GROSS/NET PARCEL (MAP) SIZE	125-19-201-005 & 006
GROSS ACRES	2.59 ACRES
CURRENT GENERAL PLAN	PC
CURRENT ZONING	PC - PLANNED COMMUNITY
PROPOSED ZONING	SF-6000 - DEV. STANDARDS MODIFICATION
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
PROPOSED NUMBER OF UNITS	23 UNITS
PROPOSED DENSITY	8.9 DU/AC.
OPEN SPACE	
TOTAL OPEN SPACE REQUIRED	23,000 SF
PROPOSED USABLE OPEN SPACE	23,000 SF
GROSS OPEN SPACE	3.4%
TOTAL OPEN SPACE PROVIDED	3.4%
PARKING	
2 PER DWELLING UNIT	46
GUEST PARKING	23
TOTAL PARKING SPACES PROVIDED	69 SPACES





GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS

FRONT (GARAGE) :	20'
FRONT (HOUSE) :	15'
SIDE :	5'
CORNER/SIDE :	10'
REAR :	15'

OWNER/DEVELOPER

NEVADA HOMES GROUP
8295 W SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-5200
CONTACT: PAUL WAGNER

NEVADA HOMES GROUP
8295 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-5200

CITY OF LAS VEGAS

SITE DEVELOPMENT PLAN
FOR

DRAWN BY:
DESIGNED BY:
CHECKED BY:

SHEET
01
1 OF 2 :
DRAWING
6438-C

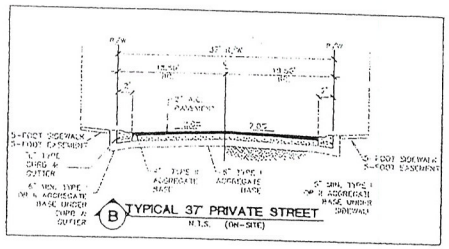
RECEIVED
JAN 19 2011

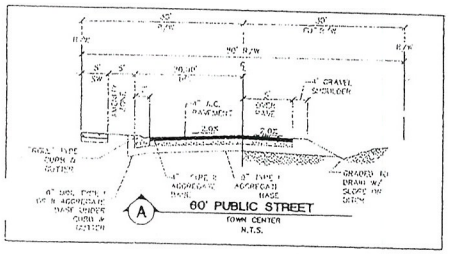
EOT-40742

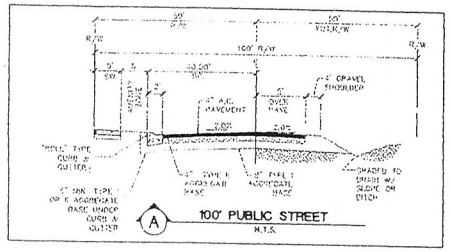
TREE/PLANT SCHEDULE

SYM.	QTY.	SIZE	SPACING	NAME
	19	24" BOX	VARIES	MODESTO ASH
	17	24" BOX	VARIES	MONDEL PINE
	21	VARIES	N/A	DATE PALM
	6	13 GALLON	VARIES	PHOTNIA
	32	15 GALLON	VARIES	FLOWERING PLUM
	2	1 GALLON	VARIES	GROUND SHRUBS

GENERAL NOTES:
1. Landscape shall conform to requirements of Title 19.xxx of the Las Vegas.
2. Ground cover shall be designed to cover more than 50% of the landscaped area.
3. The proposed landscaping and plants are conceptual only. A detailed Landscape Plan will be prepared by a licensed Landscape Architect as a part of the final engineering plan. The number and types of plant may vary from the proposed conceptual plan.
4. The Applicant reserves the right to change the plant shown on this plan and alter the varieties shown in the open space area.







PAT#1233314

DORRELL LANE
S 89°23'25"E 347.44'

HUALAPAI WAY
N 00°08'16"E 670.00'

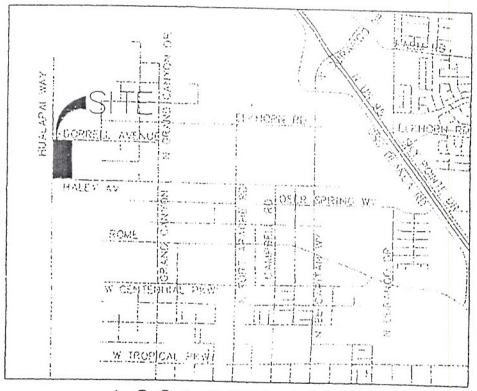
APN#125-19-201-004
S 00°02'14"E 669.79'

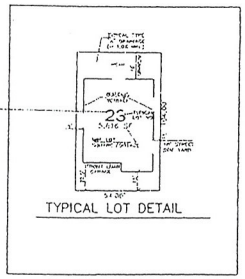
APN#125-19-201-002

HALEY AVENUE
N 89°25'41"W 349.60'

APN#125-19-201-005

1	7,385 SF.	18	6,879 SF.
2	7,799 SF.	19	6,469 SF.
3	7,790 SF.	17	5,844 SF.
4	9,006 SF.	16	6,405 SF.
5	9,288 SF.	15	6,784 SF.
6	6,972SF.	14	7,561 SF.
7	6,495 SF.	13	7,561 SF.
8	6,567 SF.	12	7,816 SF.
9	7,049 SF.	11	7,816 SF.
		10	7,862 SF.





PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSOR'S PARCEL (SEC 25)	125-19-201-002, 004, 005
ZONING	R-PD7
GROSS ACRES	5.55 ACRES
PROPOSED DENSITY	7.21 DU/AC
ALLOWED DENSITY	18.00 DU/AC (PLANNED DEVELOPMENT)
PROPOSED ZONING	R-PD7 (PLANNED DEVELOPMENT)
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
PROPOSED NUMBER OF UNITS	40 UNITS
PROPOSED DENSITY	7.21 DU/AC
OPEN SPACE	
OPEN SPACE REQUIRED	22,000 SF.
PROPOSED LANDSCAPE OPEN SPACE	24,000 SF.
OTHER OPEN SPACE	0
TOTAL OPEN SPACE PROVIDED	24,000 SF.
PARKING	
# PER INTERIOR UNIT	2
GUEST PARKING	8
TOTAL PARKING (GUEST) PROVIDED	80 SPACES

GENERAL NOTES :
1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

GRAPHIC SCALE
1" = 50'

SETBACKS	
FRONT (GARAGE) :	20'
FRONT (HOUSE) :	15'
SIDE :	5'
CORNER/SIDE :	10'
REAR :	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-1256
CONTACT: PAUL WAGNER

RECEIVED
JAN 19 2011

CONCEPTUAL LANDSCAPE PLAN FOR HUALAPAI/DORRELL

NEVADA HOMES GROUP
1355 WEST SUSSEX AVENUE, SUITE # 215
LAS VEGAS, NEVADA 89117
(702) 220-4160

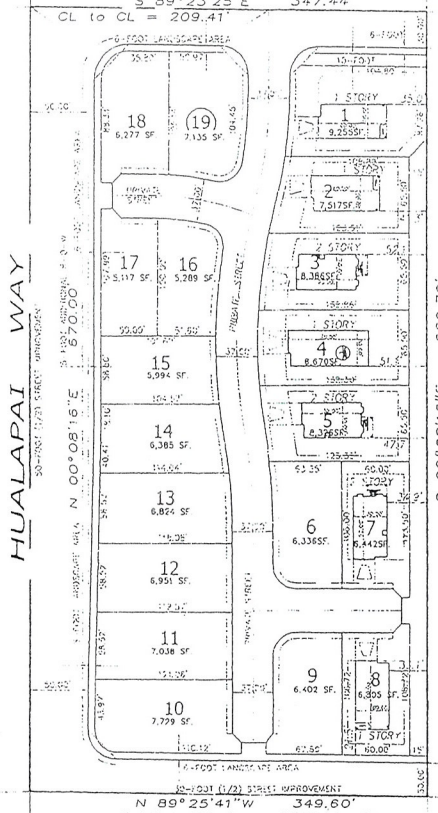
CITY OF LAS VEGAS

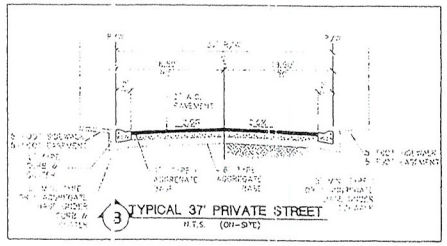
NO.	DATE	BY	DESCRIPTION
1	10-14-10	RK	ADJUSTED OPEN SPACE BOUNDARY PER ATTORNEY
2	1/11/11	RK	DROPPED TO 19 UNITS / CHANGED GRAPHIC SPACE
3	1/17/11	RK	CHANGED 37' PRIVATE STREET TO PRIVATE STREET
4	1/18/11	RK	REVISED

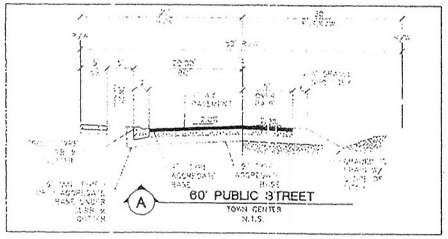
DRAWN BY: RK 5/17/04
DESIGNED BY: RK 5/17/04
CHECKED BY:
PROJECT NO: 4138
SCALE: 50' HORIZ. 50' VERT.

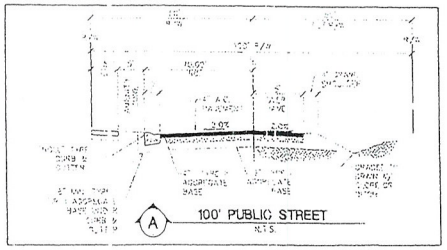
SHEET 02
2 OF 2 SHEETS
DRAWING NO. 6438-CLV

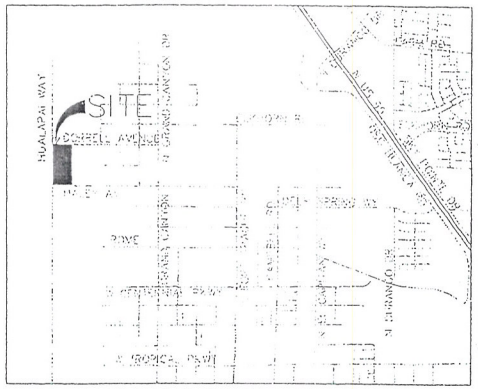
PAT#1233314





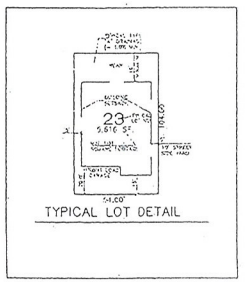


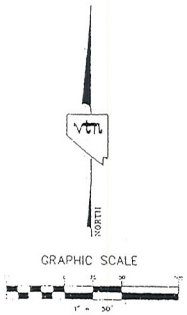




LOCATION MAP

PROJECT SUMMARY	
PROJECT DESCRIPTION	
ASSESSOR'S PARCEL NUM. NOS.	
GROSS AREA	
NET AREA - GENERAL PLAN	
NET AREA - ZONING	
EXISTING ZONING	
PROPOSED ZONING	
PROPOSED LAND USE	
EXISTING HOUSES (# UNITS)	
PROPOSED DENSITY	
OPEN SPACE	
OPEN SPACE REQUIRED	
PROPERTY'S USABLE OPEN SPACE	
OTHER OPEN SPACE	
TOTAL OPEN SPACE PROVIDED	
PARKING	
# OF PARKING SPACES	
SURFACE PARKING	
TOTAL PARKING SPACES PROVIDED	





GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS	
FRONT (GARAGE) :	20'
FRONT (HOUSE) :	15'
SIDE :	5'
CORNER/SIDE :	10'
REAR :	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200
CONTACT : PAUL WAGNER

NO.	DATE	BY	DESCRIPTION
1	1-18-05	JAL	REVISED CLIENTELE INFO. ADDED NEAR LOT #'s
2	1-18-05	JAL	REVISED SETBACKS PER TED TO PAT #1233
3	1-18-05	JAL	REVISED STREET SECTION TO PAT #1233
4	1-24-05	JAL	ADDED 7 FEET OF LANDSCAPE ON HUALAPAI WAY
5	2-10-05	JAL	ADDED RECORDED EASEMENT TO PAT #1233
6	2-17-05	JAL	REVISED LOT 19 TO LOT 7 TO AVOID OPEN SPACE
7	4-7-05	JAL	REVISED TO 19 LOTS / CHANGED OPEN SPACE
8	4-13-05	JAL	CHANGE 33-FOOT PRIVATE STREET TO PUBLIC STREET

SITE DEVELOPMENT PLAN FOR HUALAPAI/DORRELL

NEVADA HOMES GROUP
6895 WEST SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200

CITY OF LAS VEGAS

vtn nevada
2727 SOUTH RAINBOW BOULEVARD, LAS VEGAS, NEVADA 89146-5405
PH (702) 873-7405 FAX (702) 873-7591

DRAWN BY:	DATE:
JAL	3/17/04
DESIGNED BY:	DATE:
JAL	3/17/04
CHECKED BY:	
PROJECT NO: 6438	SCALE: 30' WORK 30' VERT.

SHEET 01
1 of 2 SHEETS
DRAWING NO. 6438-CLV

RECEIVED
JAN 19 2011

EOT-40742

TREE/PLANT SCHEDULE

SYM.	QTY.	SIZE	SPACING	NAME
	20	24" BOX	VARIES	MODESTO ASH
	17	24" BOX	VARIES	MONDEL PINE
	20	VARIES	N/A	DATE PALM
	11	10 GALLON	VARIES	PHOTINIA
	43	15 GALLON	VARIES	FLOWERING PLUM
	9	1 GALLON	VARIES	GROUND SHRUBS

PAT#1233314

CORRELL LANE

HUALAPAI WAY

HALEY AVENUE

APN # 125-19-201-006

30-FOOT (1/2) STREET IMPROVEMENT

SITE

CORRELL AVENUE

HALEY AV

ROME

W CENTENNIAL PKWY

W TROPICAL PKWY

LOCATION MAP

TYPICAL LOT DETAIL

PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSORS PARCEL NO.(S)	125-19-201-006
PROJECT NAME	CORRELL
CURRENT GENERAL PLAN	R - Rural
CURRENT ZONING	RC - Rural Estates Residential
PROPOSED ZONING	PUD - SFD, PLANNED DEVELOPMENT
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
PROPOSED NUMBER OF UNITS	23 LOTS
GROSS ACREAGE	12.0± AC.
NUMBER OF UNITS	23
DENSITY	1.92 DU/AC
OPEN SPACE	
OPEN SPACE REQUIRED	10,356 SF
PROPOSED MINIMUM OPEN SPACE	10,500 SF
USABLE OPEN SPACE	N/A
TOTAL OPEN SPACE PROVIDED	10,769 SF
PARKING	
# PER DWELLING UNIT	4
GUEST PARKING	N/A
TOTAL PARKING SPACES REQUIRED	N/A

TYPICAL 37' PUBLIC STREET
N.T.S. (ON-SITE)

60' PUBLIC STREET
TOWN CENTER
N.T.S.

100' PUBLIC STREET
N.T.S.

MULTI-USE EQUESTRIAN TRAIL SECTION

GENERAL NOTES :

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4. Some lot lines and dimensions may change during the final mapping process.

GRAPHIC SCALE

1" = 50'

SETBACKS

FRONT (GARAGE)	20'
FRONT (HOUSE)	15'
SIDE	5'
CORNER/SIDE	10'
REAR	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6955 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6300
CONTACT: PAUL WAGNER

NEVADA HOMES GROUP
6955 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6300

CITY OF LAS VEGAS

CONCEPTUAL LANDSCAPE PLAN
FOR
HUALAPAI/DORRELL

DRAWN BY: AA 5/17/04
DESIGNED BY: BK 5/17/04
CHECKED BY:
PROJECT NO: 6438
SCALE: 50' HORIZ. 50' VERT.

SHEET 02
2 OF 2 SHEETS
DRAWING NO. 6438-CLV

RECEIVED
JAN 19 2011

EOT-40742



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

January 21, 2005

Mr. Joseph Bonifatto
Hualapai Nevada, Limited Liability Company
8350 West Sahara Avenue, Suite #290
Las Vegas, Nevada 89117

RE: ZON-4623 - REZONING
CITY COUNCIL MEETING OF JANUARY 19, 2005
Related to VAR-5377 and SDR-4626

Dear Mr. Bonifatto:

The City Council at a regular meeting held January 19, 2005 APPROVED the request RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003). The Notice of Final Action was filed with the Las Vegas City Clerk on January 20, 2005. This approval is subject to:

Planning and Development

1. A Resolution of Intent with a two-year time limit.

2. A Site Development Plan Review (SDR-4626) application approved by the Planning Commission and City Council prior to issuance of any permits, any site grading, and all development activity for the site.

3. A Variance (VAR-5377) for a reduction in required open space approved by the Planning Commission and City Council.

Public Works

4. Coordinate with the City Surveyor to determine whether a Merger and Resubdivision Map or other map is necessary. Comply with the recommendations of the City Surveyor.

5. Construct half-street improvements including appropriate overpaving on Dorrell Lane, Hualapai Way and Haley Avenue adjacent to this site concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete). Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site.

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

EOT-40742

6. If not already constructed at the time of development provide a minimum of two lanes of paved, legal access to this site prior to occupancy of any units within this development.

7. Extend public sewer in Haley Avenue to the west edge of this site at a location and to a depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

8. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

9. Grant a Traffic Signal Chord Easement at the southeast corner of Hualapai Way and Dorrell Lane.

10. Dedicate 5-feet of additional right-of-way along Hualapai Way adjacent to this site in accordance with Standard Drawing #201.1, unless otherwise allowed by the City Traffic Engineer.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: See Attached List

EOT-40742

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Paul Wagner
Nevada Homes Group
6985 West Sahara Avenue, Suite #201
Las Vegas, Nevada 89117

Mr. Jeffery Armstrong
2727 South Rainbow Boulevard
Las Vegas, Nevada 89146

WAGNER HOMES, INC.
6985 W. SAHARA AVE., SUITE 201
LAS VEGAS, NV 89117
702-220-6200
702-257-7715 (fax)

January 18, 2011

City Of Las Vegas Planning & Development Department
Current Planning Division
731 S. 4th Street
Las Vegas, NV 89101

Re: Extension of Time regarding Zone Change ZON-4623
Day Dawn Ridge
APN #125-19-201-001,003

Wagner Homes, Inc. respectfully submits this letter and application for a four (4) year Extension of Time for the above Zone Change. The additional time is necessary to allow for the housing market to recover for this project and process our final maps to recordation.

This site will be developed as a single family residential subdivision located at the corner of Hualapai Way and Dorrell Lane. An Extension of Time application is also being filed on related Variance VAR-5377 for this project.

We appreciate your consideration of this application. Should you have any questions please don't hesitate to contact me by phone at 702-220-6200 or e-mail nhg.paul@yahoo.com.

Sincerely,

Paul Wagner
President

RECEIVED
JAN 19 2011

EOT-40742

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

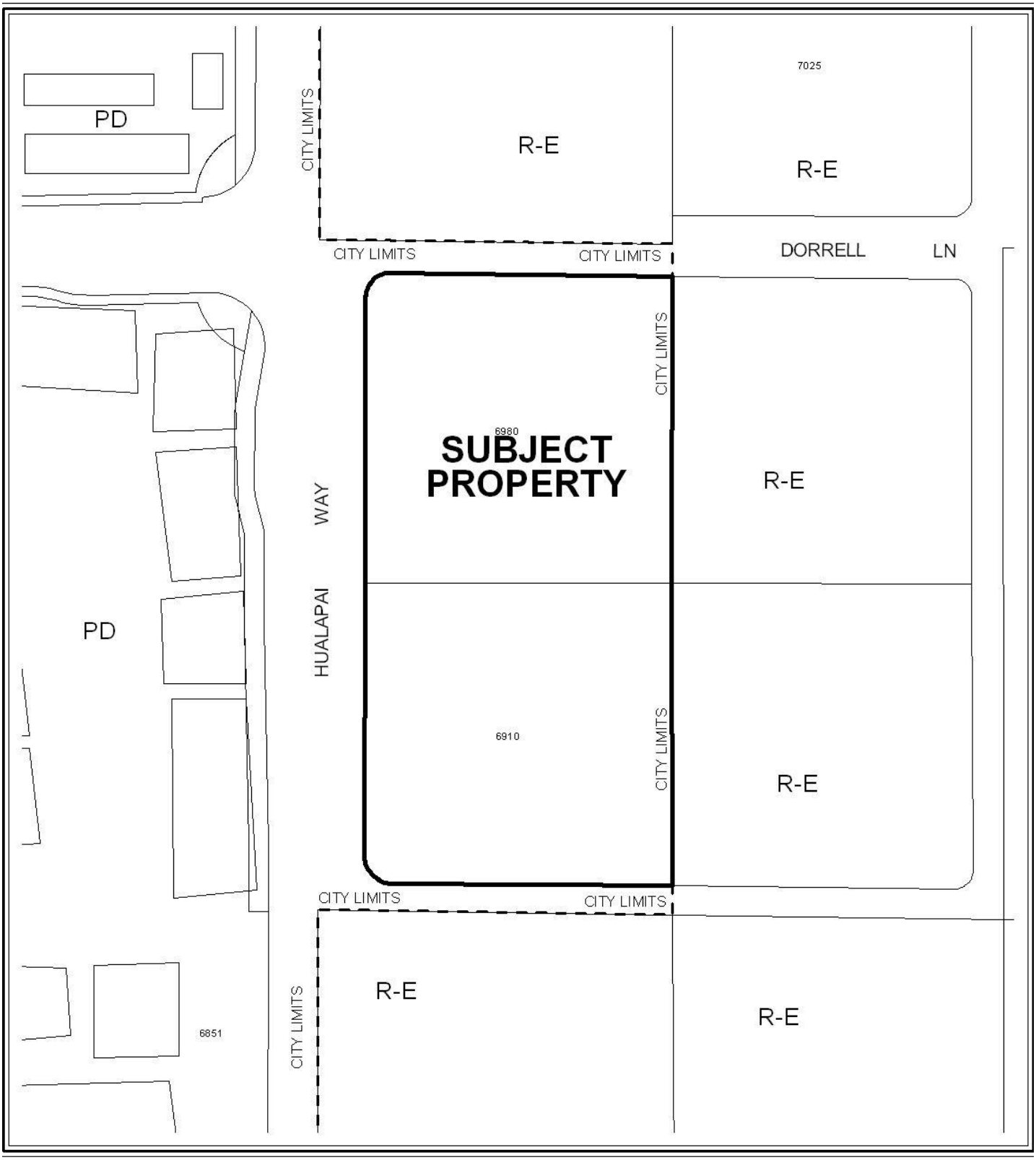
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40744 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: WAGNER HOMES, INC. - OWNER: DAYSTAR VENTURES, LLC - Request for an Extension of Time of a previously approved Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) FOR A 19-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT WITH ACCESS TO HALEY AVENUE INSTEAD OF DORRELL LANE on 5.35 acres at the northeast corner of Hualapai Way and Haley Avenue (APNs 125-19-201-001 and 003), U (Undeveloped Zone [R (Rural Density Residential) General Plan Designation] under a Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre), 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. City Council Approval Letter for SDR-22253
5. Justification Letter



0 100 200 Feet

CASE: **EOT-40744**

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT- 3 UNITS PER ACRE)

N



CASE: **EOT-40744**

0 100 200 Feet

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT- 3 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WAGNER HOMES, INC. - OWNER: DAYSTAR VENTURES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40744	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40744 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-22253) shall expire on January 19, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-22253) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for an Extension of Time of a previously approved Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) for a 19-lot single family development with access to Haley Avenue instead of Dorrell Lane on property adjacent to the northeast corner of Hualapai Way and Haley Avenue. No building permits have been issued for the proposed project, nor have plans been submitted for review. A Tentative Map (TMP-24461) was approved on 10/25/07, but has since expired. There have been new entitlements for properties to the west and northwest that includes a 124-unit addition for an approved apartment complex and a condominium/retail development. The applicant is requesting a four-year Extension of Time to allow the housing market to recover. Staff is recommending approval with a two-year time limit.

It is noted that there are three (3) related Extension of Times (EOT-40742, EOT-40745, and EOT-40746) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/04/04	The City Council approved a request for an Annexation (ANX-4451) of an area consisting of approximately 5.395 acres generally located on the southeast corner of Hualapai Way and Dorrell Lane. The Planning Commission and staff recommended approval. The Annexation became effective on 08/13/04.
01/19/05	The City Council approved a request for Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
	The City Council approved a related request for a Site Development Plan Review (SDR-4626) for a 19-lot single family residential development.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/06/05	The City Council approved a request for a Waiver of Title 18.12.160 (WVR-6035) to allow 209 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the southeast corner of Dorrell Lane and Hualapai Way. The Planning Commission and staff recommended approval.
06/09/05	The Planning Commission approved a request for a Tentative Map (TMP-6601) for a 19-lot single family residential subdivision. Staff recommended approval.
09/05/05	The City Council approved a request for a Petition to Vacate U.S. Government Patent easements generally located on Hualapai Way between Dorrell Lane and Haley Avenue. The Planning Commission and staff recommended approval.
02/07/07	The City Council approved a request for an Extension of Time (EOT-18955) of a previously approved Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-18954) of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
	The City Council approved a related request for an Extension of Time (EOT-18952) of a previously approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development.
04/03/07	The Planning and Development Department and Department of Public Works approved a request for a Final Map Technical Review (FMP-20340) for 'Day Dawn Ridge,' a 19-lot single family development. The map was never recorded.
09/05/07	The City Council approved a request for a Waiver of Title 18.12.160 (WVR-22255) to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane.

Related Relevant City Actions by P&D	
10/25/07	The Planning Commission approved a request for a Tentative Map (TMP-24461) for a 19-lot single family residential subdivision on 5.36 acres at the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
02/04/09	The City Council approved a request for an Extension of Time (EOT-32752) of a previously approved Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-32753) of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
10/07/09	The City Council approved a request for an Extension of Time (EOT-35680) of a previously approved Waiver (WVR-22255) of Title 18.12.160 requirements to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-35681) of previously approved Site Development Plan Review (SDR-22253) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane.

Most Recent Change of Ownership	
10/07/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	5.35

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Single Family Residential Development	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation] with a Resolution of Intent to R-PD3 (Residential Planned Development- 3 Units Per Acre)
North	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential) - Clark County
South	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential) - Clark County
East	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential) - Clark County
West	Multi-Family Residential	PCD (Planned Community Development)	PD (Planned Development)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane. No building permits have been issued for the proposed project, nor have plans been submitted for review. A Tentative Map (TMP-24461) was approved on 10/25/07, but has since expired. There have been new entitlements for properties to the west and northwest that includes a 124-unit addition for an approved apartment complex and a condominium/retail development.

FINDINGS

The Site Development Plan Review (SDR-22253) has not met Title 19.18.050 requirements to exercise the entitlement as no building permits have been issued for the proposed project. Though new entitlements have been approved for properties to the west and northwest of the subject site, the proposed project will not negatively affect the surrounding development. The applicant is requesting a four-year Extension of Time to allow the housing market to recover. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-22253) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40744** APN: 125-19-201-001 + 003

Name of Property Owner: Day Star Ventures, LLC.

Name of Applicant: Wagner Homes

Name of Representative: Paul Wagner

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: Paul Wagner

Subscribed and sworn before me

This 19 day of January, 20 11

_____
Notary Public in and for said County and State

MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-14-13
Certificate No: 06-105049-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time SDR-22253

Project Address (Location) Hualapai Way and Dorrell

Project Name Day Dawn Ridge **Proposed Use** _____

Assessor's Parcel #(s) 125-19-201-001 + 003 **Ward #** 6

General Plan: existing R proposed _____ **Zoning:** existing R-PD3 proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information ZON-4623, WVR-22255, VAR-5377, TMP-24461

PROPERTY OWNER DayStar Ventures, LLC **Contact** Paul Wagner

Address 6985 W. Sahara Ave #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhq.paul@yahoo.com

APPLICANT Wagner Homes, Inc. **Contact** Paul Wagner

Address 6985 W. Sahara Ave. #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhq.paul@yahoo.com

REPRESENTATIVE Paul Wagner **Contact** Paul Wagner

Address 6985 W. Sahara Ave, #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas, NV. **State** NV **Zip** 89117

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 Paul Wagner

Subscribed and sworn before me

This 19 day of January, 20 11.

_____

Notary Public in and for said County and State

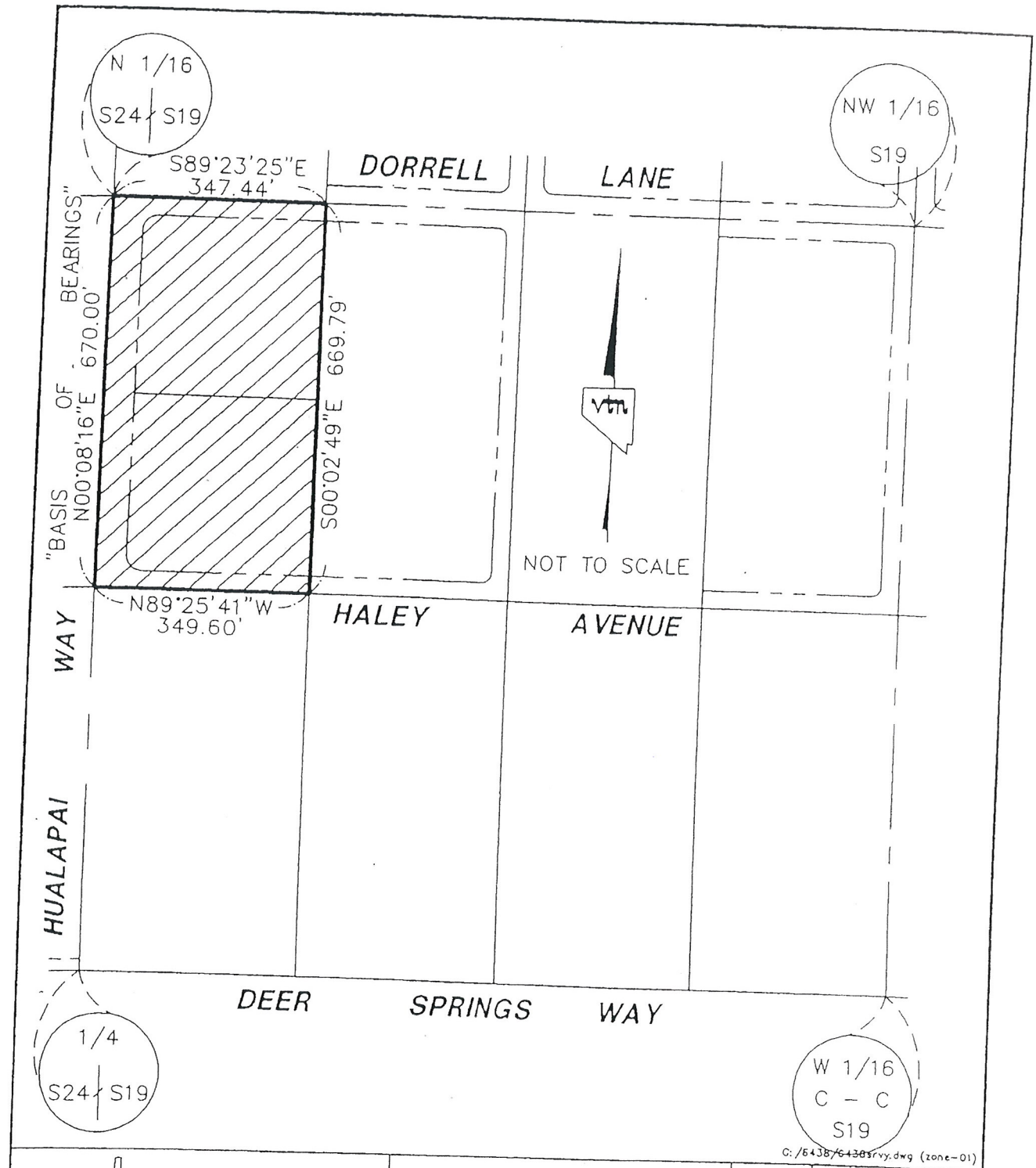
MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-14-13
Certificate No: 06-105049-1

FOR DEPARTMENT USE ONLY

Case #	EOT-40744
Meeting Date:	3-2-11
Total Fee:	300 —
Date Received:*	1.19.11
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



vtn nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

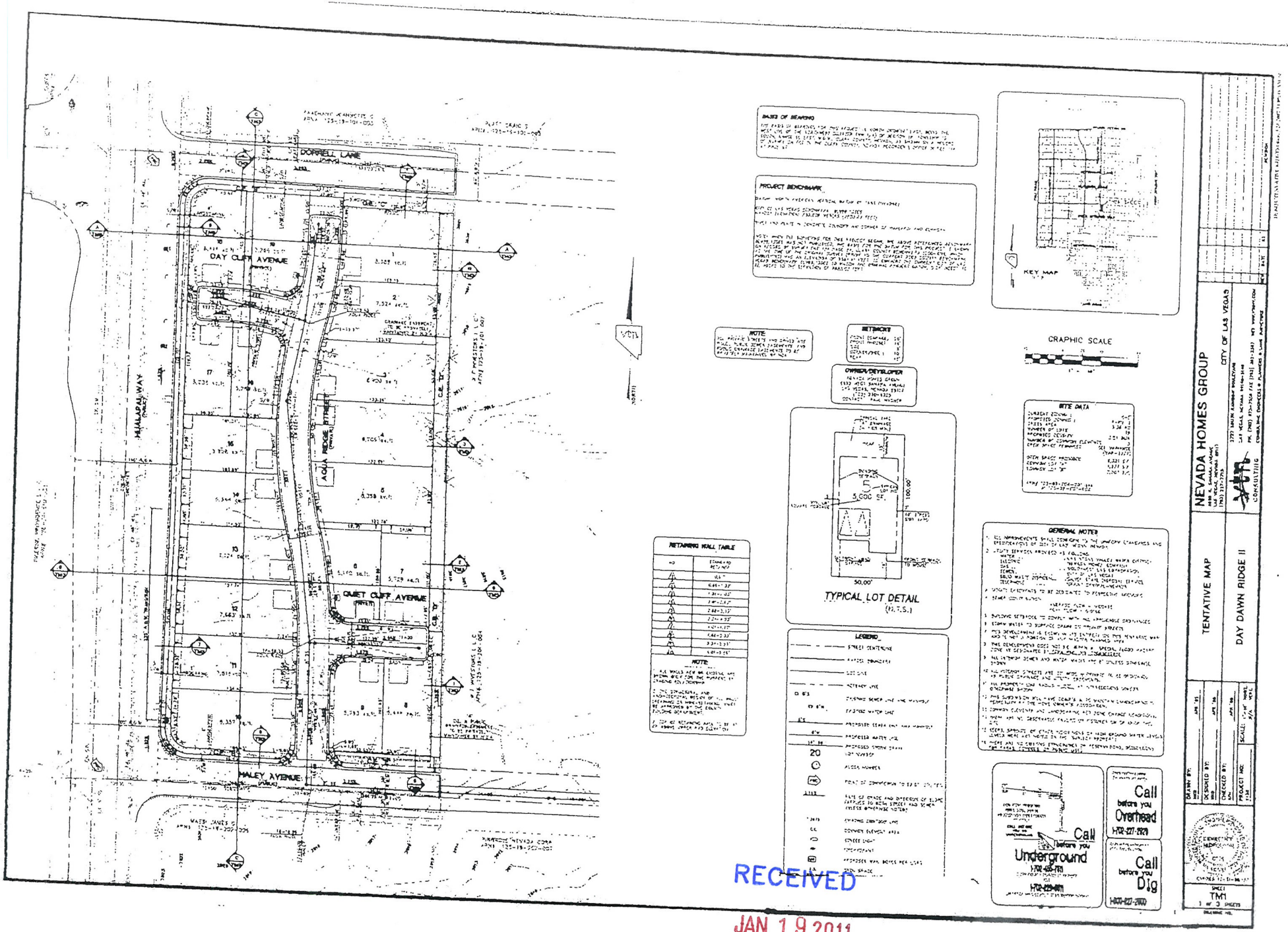
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

ZONING

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	6438
DRAWN BY:	VCL
DATE:	5/18/05
SHEET	1 OF 1

RECEIVED
JAN 19 2011

EOT-40744



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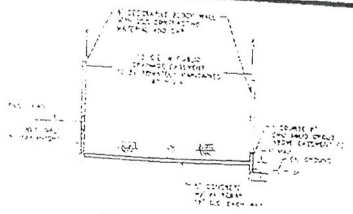
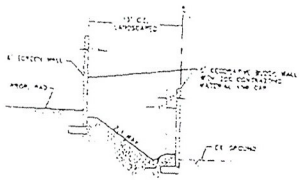
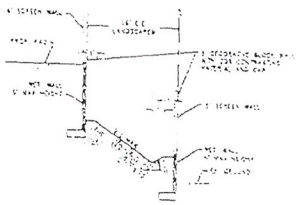
EOT-40744



DRAINAGE EASEMENT



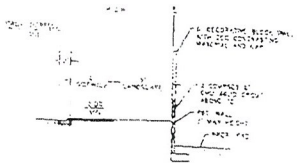
DRAINAGE EASEMENT



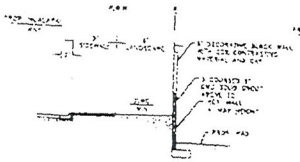
DRAINAGE EASEMENT



RETAINING WALL



RET. WALL WALL



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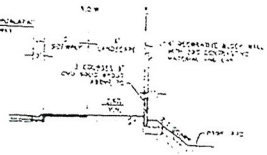

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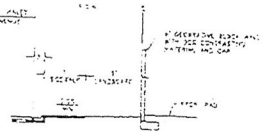

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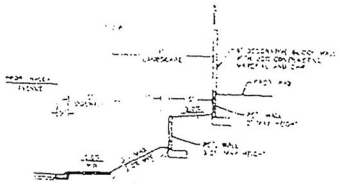
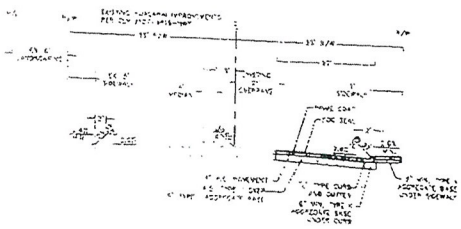
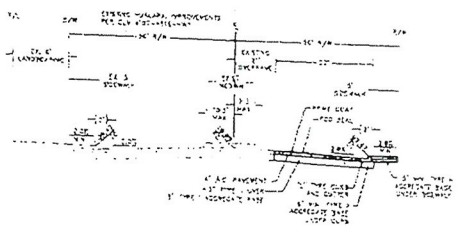


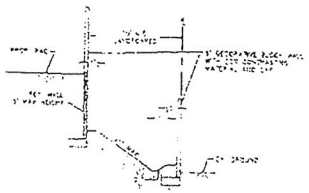
STEP RETAINING WALL



110' R.O.W. HUALAPAI WAY



100' R.O.W. HUALAPAI WAY



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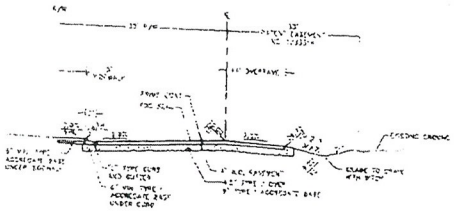

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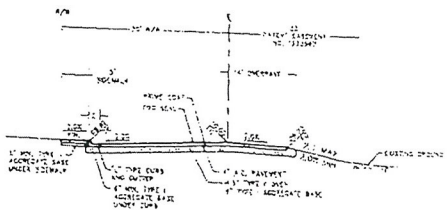
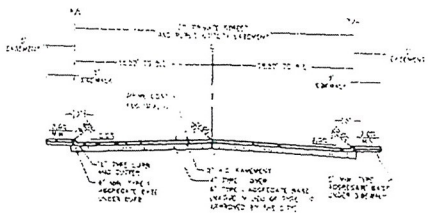


HALEY AVENUE



37' PRIVATE STREET SECTION (INTERIOR)

NEVADA HOMES GROUP

CITY OF LAS VEGAS

TENTATIVE MAP

DAY DAWN RIDGE II

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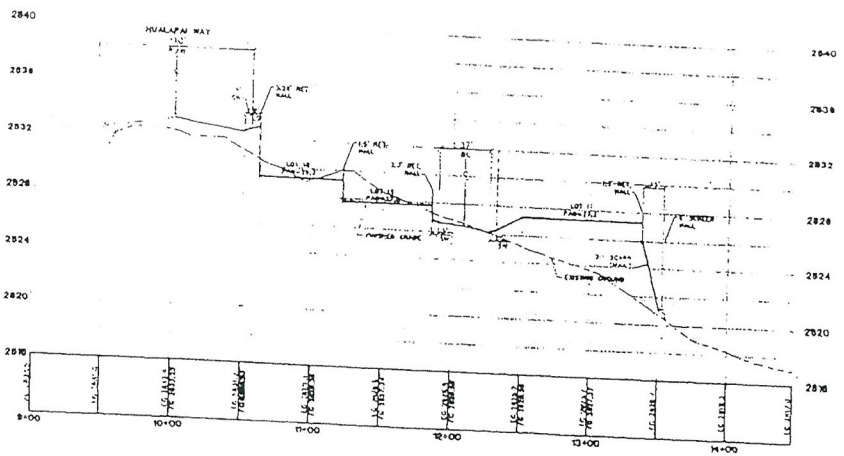
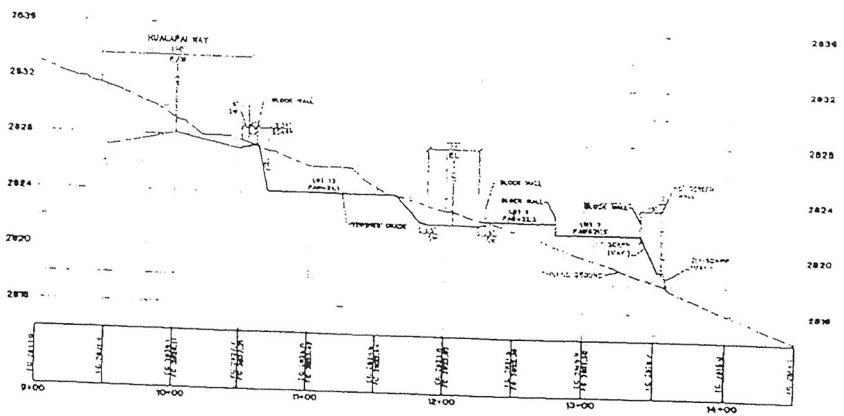
JAN 19 2011

EOT-40744

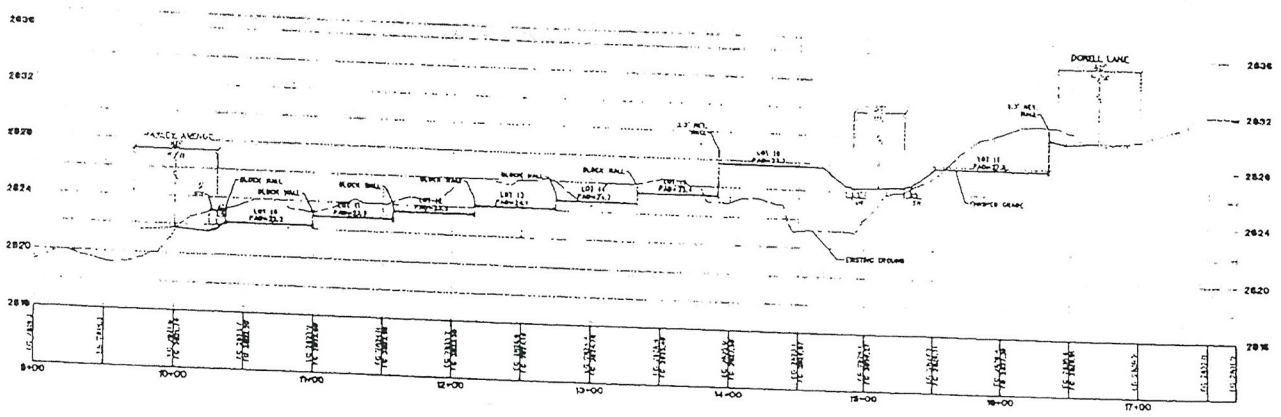
CROSS SECTION A



CROSS SECTION B



CROSS SECTION C



NEVADA HOMES GROUP

CITY OF LAS VEGAS

TENTATIVE MAP
CROSS SECTIONS

DAY DAWN RIDGE II

SHEET
TM3
3 OF 3 SHEETS

RECEIVED

JAN 19 2011

EOT-40744

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

September 7, 2007

Mr. Paul Wagner
Day Star Ventures LLC
6985 West Sahara Avenue, Suite #201
Las Vegas, Nevada 89117

RE. SDR-22253 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007
RELATED TO WVR-22255

Dear Mr. Wagner:

The City Council at a regular meeting held September 5, 2007 APPROVED the request for a Major Amendment to an approved Site Development Plan Review (SDR-4626) FOR A 19-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT WITH ACCESS TO HALEY AVENUE INSTEAD OF DORRELL LANE on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue (APNs 125-19-201-001 and 003), U (Undeveloped Zone [R (Rural Density Residential) General Plan Designation] under a Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre). The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (ZON-4623), Site Development Plan Review (SDR-4626) and Waiver (WVR-22255), 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, landscape plan, and building elevations, date stamped May 29, 2007, except as amended by conditions herein.

4 A Waiver from 18.12.160 is hereby approved, to allow 210 feet between street intersections where 220 feet is the minimum distance separation required.

5. The standards for this development shall include a Minimum lot size of 5,200 square feet and Building height shall not exceed two stories or 35 feet, whichever is less

EOT-40744

6. The setbacks for this development shall be a minimum of 18 feet to the front of the house, 20 feet to the front of the garage as measured from back of sidewalk or from back of curb if no sidewalk is provided, five feet on the side, 10 feet on the corner side, and 15 feet in the rear.

7. 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 as Final Map submittal. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

8. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

9 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.

10. Air conditioning units shall not be mounted on rooftops.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. 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.

13. 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.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15 Install a crash gate at the north end of Aqua Ridge Street.

16. The onsite street shall be labeled as a private street, be designated as a common lot and shall be labeled as a private street, public utility easement (P.U.E.), public sewer easement and public drainage easement to be privately maintained by the Homeowners' Association on the Final Map for this site.

17. A Homeowners' Association shall be established to maintain all private roadways, landscaping and common areas created with this development All private improvements and landscaping 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.

18. Landscape and maintain all unimproved rights-of-way, if any, on adjacent to this site.

19. Submit an Encroachment Agreement for all landscaping, if any, located in the public right-of-way adjacent to this site prior to occupancy of this site.

20. Site development to comply with all applicable conditions of approval for ZON-4623, WVR-22255, and all other applicable site-related actions.

21. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. Approval of this Site Development Plan does not constitute approval of any deviations.

22. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

EOT-40744

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Paul Wagner
Wagner Homes
6985 West Sahara Avenue, Suite #201
Las Vegas, Nevada 89117

Mr. Jeffrey Armstrong
VTN Nevada
2727 South Rainbow Boulevard
Las Vegas, Nevada 89146

Kathy Dancho

From: Ken Nicholson [kenn@vtnnv.com]
Sent: Friday, August 14, 2009 10:21 AM
To: kathyg@vtnnv.com
Subject: Wagner

An extension of time is requested to allow time for the housing market to recover. The product proposed for this site is the same product that is being offered in the existing subdivisions that Wagner Homes is currently selling. The existing subdivisions will need be nearly sold out prior to offering this product on a new site so Wagner Homes will not be competing against themselves.

Kenneth F. Nicholson, P.E.
Principal

CONSULTING

2727 S. Rainbow Blvd.
Las Vegas, NV 89146
Tel: (702) 873-7550
Fax: (702) 362-2597
E-Mail: kenn@vtnnv.com

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JAN 19 2011

EOT-40744

8/14/2009

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: MARCH 2, 2011

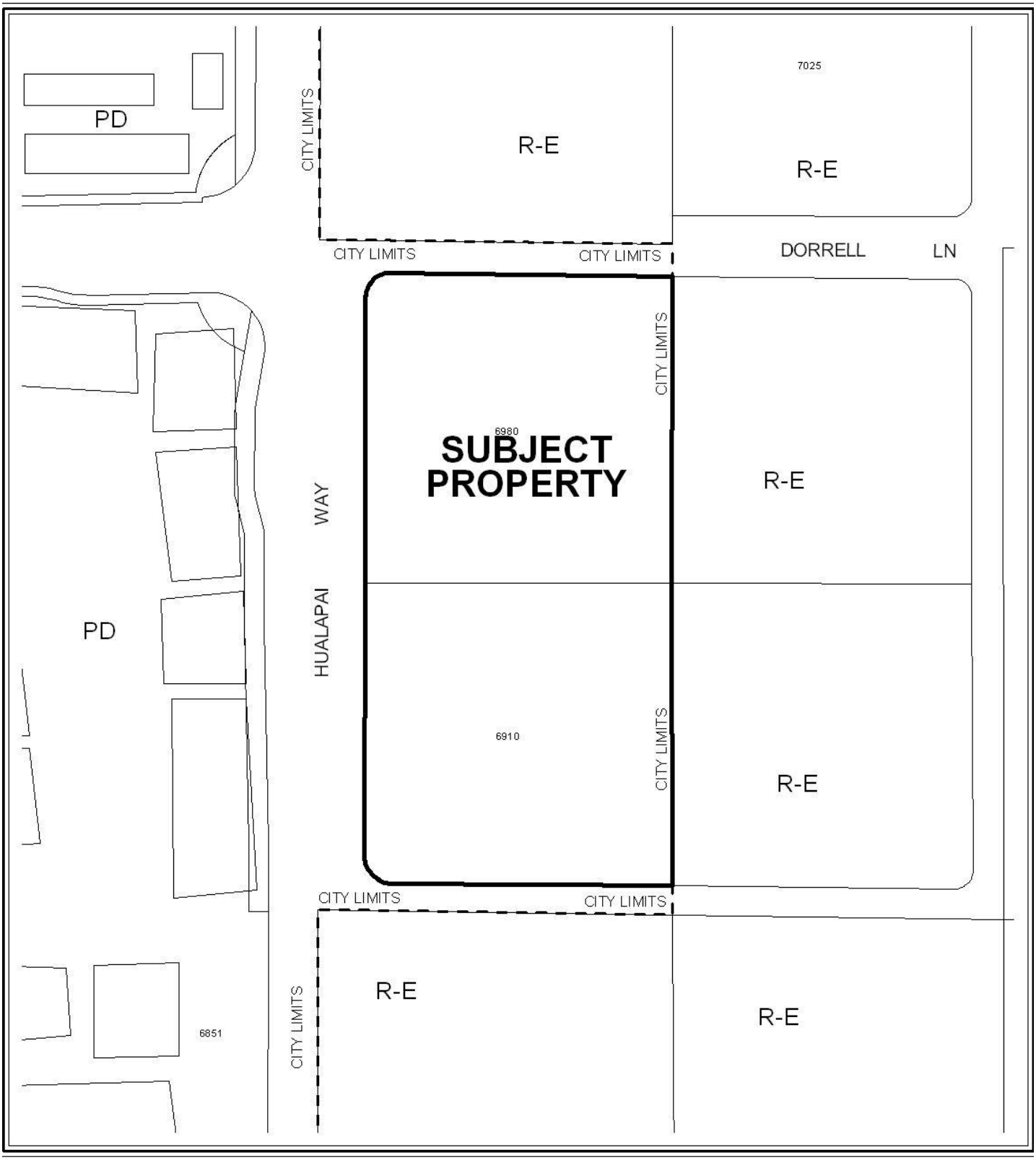
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40745 - EXTENSION OF TIME - WAIVER - APPLICANT: WAGNER HOMES, INC. - OWNER: DAY DAWN VENTURES, LLC - Request for an Extension of Time of a previously approved Waiver of Title 18.12.160 (WVR-22255) TO ALLOW 210 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.35 acres at the northeast corner of Hualapai Way and Haley Avenue (APNs 125-19-201-001 and 003), U (Undeveloped Zone [R (Rural Density Residential) General Plan Designation] under a Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre), 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. City Council Approval Letter for WVR-22255
5. Justification Letter



0 100 200 Feet

CASE: **EOT-40745**

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT- 3 UNITS PER ACRE)

N



0 100 200 Feet

CASE: **EOT-40745**

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT- 3 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WAGNER HOMES, INC. - OWNER: DAYSTAR VENTURES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40745	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40745 CONDITIONS

Planning and Development

1. This Waiver (WVR-22255) shall expire on January 19, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Waiver (WVR-22255) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

Staff Report Page One
March 2, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land with previous approval for a Waiver of Title 18.12.160 (WVR-22255) to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single-family residential development on 5.35 acres at the northeast corner of Hualapai Way and Haley Avenue. There have been new entitlements for properties to the west and northwest that includes a 124-unit addition for an approved apartment complex and a condominium/retail development. No building permits have been issued for the proposed project. The applicant is requesting a four-year Extension of Time to allow the housing market to recover: staff is recommending a two-year time limit. The Department of Public Works has no objection on the request for the Extension of Time.

It is noted that there are three (3) related Extension of Times (EOT-40742, EOT-40744, and EOT-40746) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/04/04	The City Council approved a request for an Annexation (ANX-4451) of an area consisting of approximately 5.395 acres generally located on the southeast corner of Hualapai Way and Dorrell Lane. The Planning Commission and staff recommended approval. The Annexation became effective on 08/13/04.
01/19/05	The City Council approved a request for Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
	The City Council approved a related request for a Site Development Plan Review (SDR-4626) for a 19-lot single family residential development.
04/06/05	The City Council approved a request for a Waiver of Title 18.12.160 (WVR-6035) to allow 209 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the southeast corner of Dorrell Lane and Hualapai Way. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/09/05	The Planning Commission approved a request for a Tentative Map (TMP-6601) for a 19-lot single family residential subdivision. Staff recommended approval.
09/05/05	The City Council approved a request for a Petition to Vacate U.S. Government Patent easements generally located on Hualapai Way between Dorrell Lane and Haley Avenue. The Planning Commission and staff recommended approval.
02/07/07	The City Council approved a request for an Extension of Time (EOT-18955) of a previously approved Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units Per Acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-18954) of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
	The City Council approved a related request for an Extension of Time (EOT-18952) of a previously approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development.
04/03/07	The Planning and Development Department and Department of Public Works approved a request for a Final Map Technical Review (FMP-20340) for 'Day Dawn Ridge,' a 19-lot single family development. The map was never recorded.
09/05/07	The City Council approved a request for a Waiver of Title 18.12.160 (WVR-22255) to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane.
10/25/07	The Planning Commission approved a request for a Tentative Map (TMP-24461) for a 19-lot single family residential subdivision on 5.36 acres at the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/04/09	The City Council approved a request for an Extension of Time (EOT-32752) of a previously approved Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-32753) of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
10/07/09	The City Council approved a request for an Extension of Time (EOT-35680) of a previously approved Waiver (WVR-22255) of Title 18.12.160 requirements to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-35681) of previously approved Site Development Plan Review (SDR-22253) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane.

Most Recent Change of Ownership	
10/07/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	5.35

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Single Family Residential Development	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation] with a Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre)
North	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential) - Clark County
South	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential) - Clark County
East	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential) - Clark County
West	Multi-Family Residential	PCD (Planned Community Development)	PD (Planned Development)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Waiver of Title 18.12.160 (WVR-22255) to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single-family residential development on 5.35 acres at the northeast corner of Hualapai Way and Haley Avenue. The applicant has not made any progress in the form of the issuance of building permits or plans submitted for review for the proposed project, though a Tentative Map (TMP-24461) was approved on 10/25/07, but has since expired. There have been new entitlements for properties to the west and northwest that includes a 124-unit addition for an approved apartment complex and a condominium/retail development. The Department of Public Works has no objection on the request for the Extension of Time.

FINDINGS

Approval of the original Waiver (WVR-22255) was granted 09/05/07. This request is deemed appropriate as the approved Site Development Plan Review (SDR-22253) and related approvals are being considered for Extensions of Time with this request. The applicant is requesting a four-year extension: staff recommends approval with a two-year time limit. Conformance to the conditions of approval of the waiver (WVR-22255) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40745** APN: 125-19-201-001 + 003

Name of Property Owner: Day Star Ventures, LLC

Name of Applicant: Wagner Homes

Name of Representative: Paul Wagner

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: Paul Wagner

Subscribed and sworn before me

This 19 day of January, 20 11

_____

Notary Public in and for said County and State

MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-14-13
Certificate No: 06-105049-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time WVR -22255

Project Address (Location) Hualapai Way and Dorrell Lane

Project Name Day Dawn Ridge **Proposed Use** _____

Assessor's Parcel #(s) 125-19-201-001 + 003 **Ward #** 6

General Plan: existing R proposed _____ **Zoning:** existing R-PD3 proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information ZON-4623, SDR-22253, VAR-5377, TMP-24461

PROPERTY OWNER Day Dawn Ventures, LLC **Contact** Paul Wagner

Address 6985 W. Sahara Ave, #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.com

APPLICANT Wagner Homes **Contact** Paul Wagner

Address 6985 W. Sahara Ave, #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.com

REPRESENTATIVE Paul Wagner **Contact** Paul Wagner

Address 6985 W. Sahara Ave, #201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.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 Paul Wagner

Subscribed and sworn before me

This 19 day of January, 20 11.

_____

Notary Public in and for said County and State

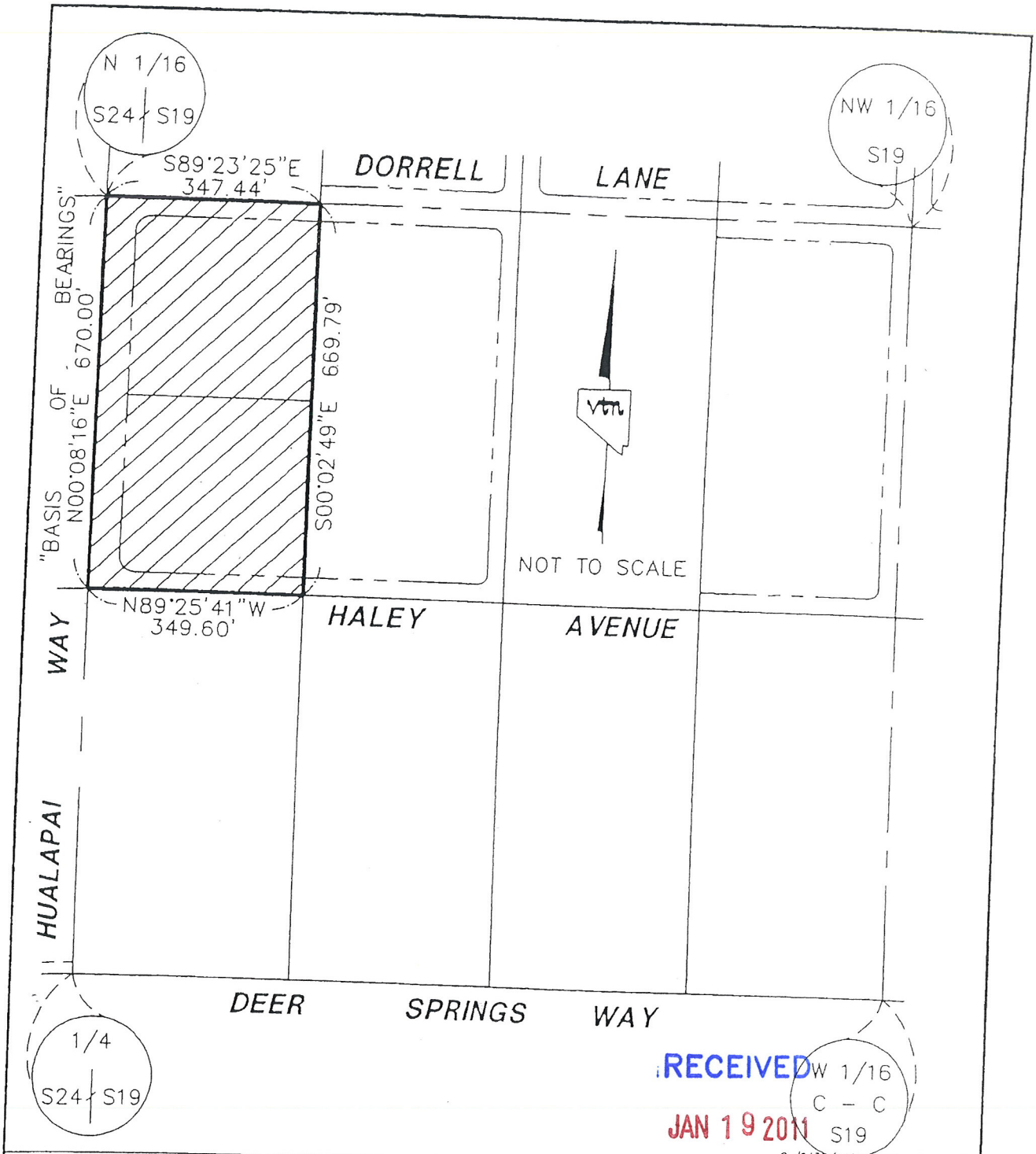
MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-14-13
Certificate No: 06-105049-1

FOR DEPARTMENT USE ONLY

Case #	EOT-40745
Meeting Date:	3-2-11
Total Fee:	300 —
Date Received:*	1.19.11
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



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JAN 19 2011

C:/6438/6438srvy.dwg (zone-01)

vtn nevada

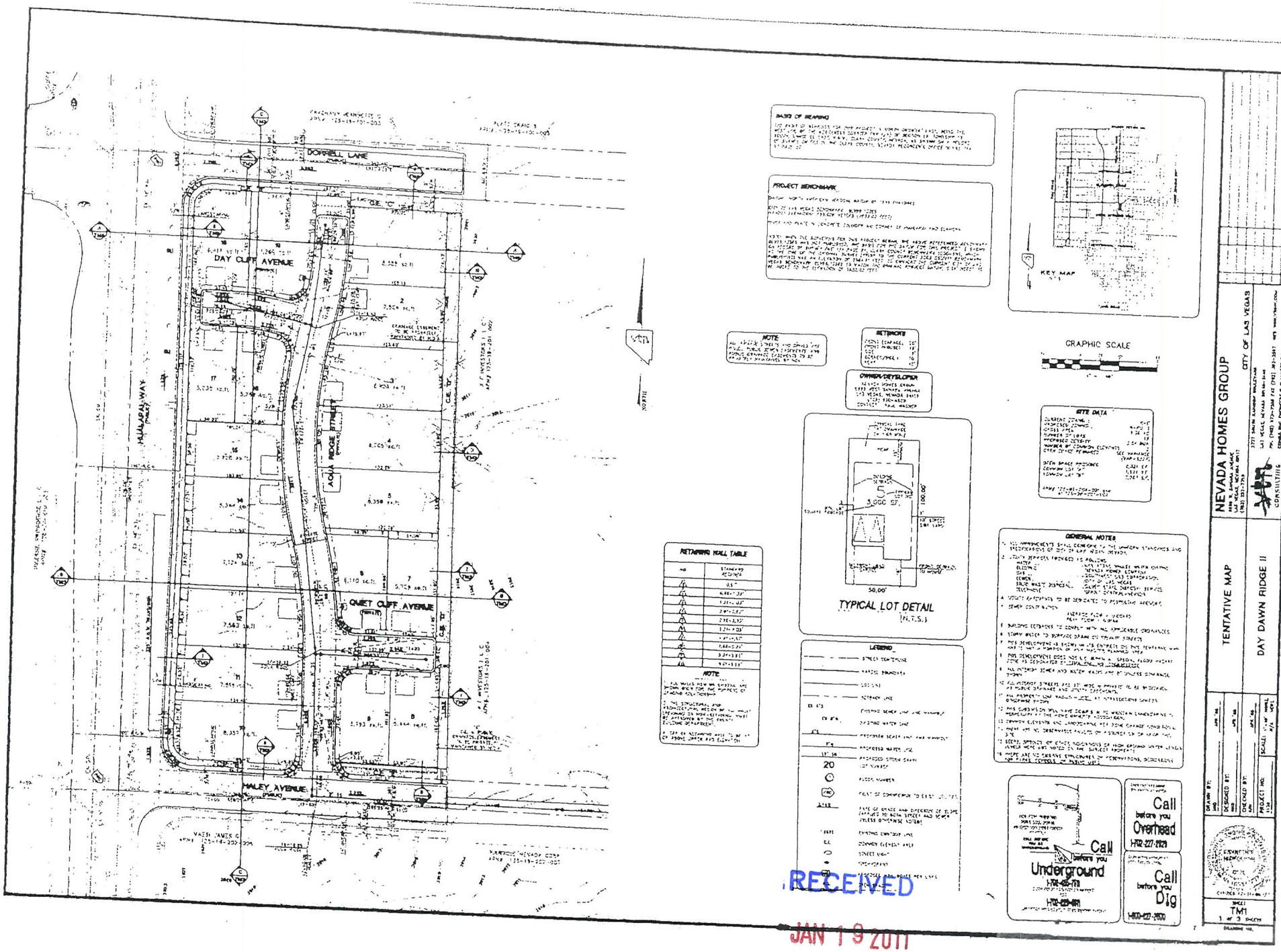
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

ZONING

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	6438
DRAWN BY:	VCL
DATE:	5/18/05
SHEET	1 OF 1

EOT-40745



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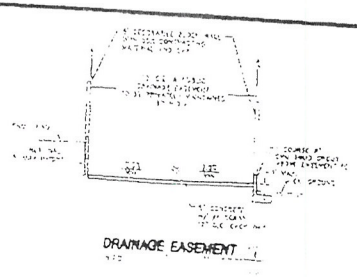
EOT-40745



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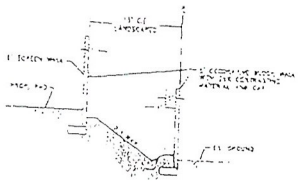

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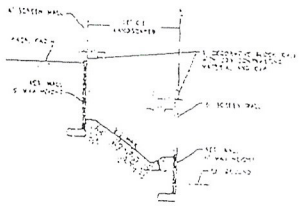

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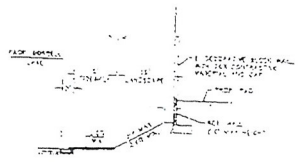
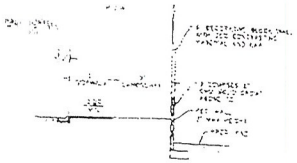
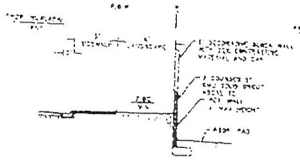


RETAINING WALL



RET. WALL WALL



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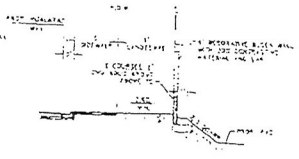
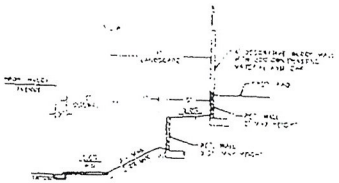


RETAINING WALL



BLOCK WALL



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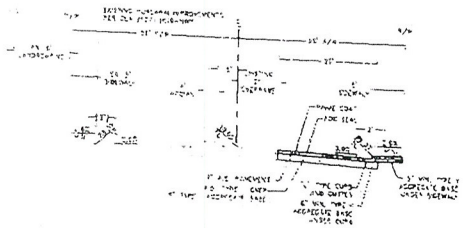
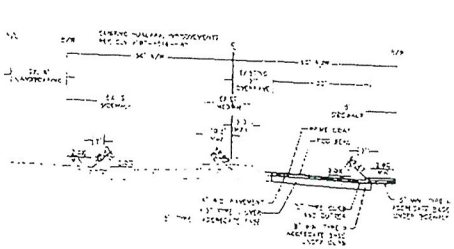
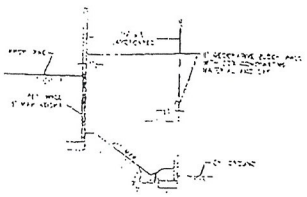


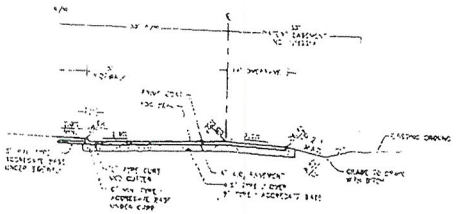
110' R.O.W. HUALAPAI WAY



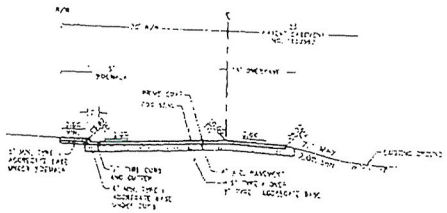
100' R.O.W. HUALAPAI WAY



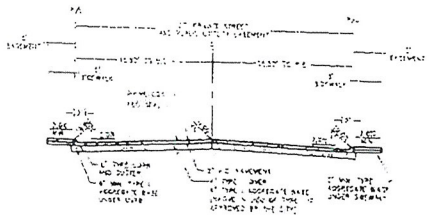
EAST BOUNDARY WALL



DORRELL LANE



HALEY AVENUE



37' PRIVATE STREET SECTION (INTERIOR)

NEVADA HOMES GROUP

CITY OF LAS VEGAS

TENTATIVE MAP

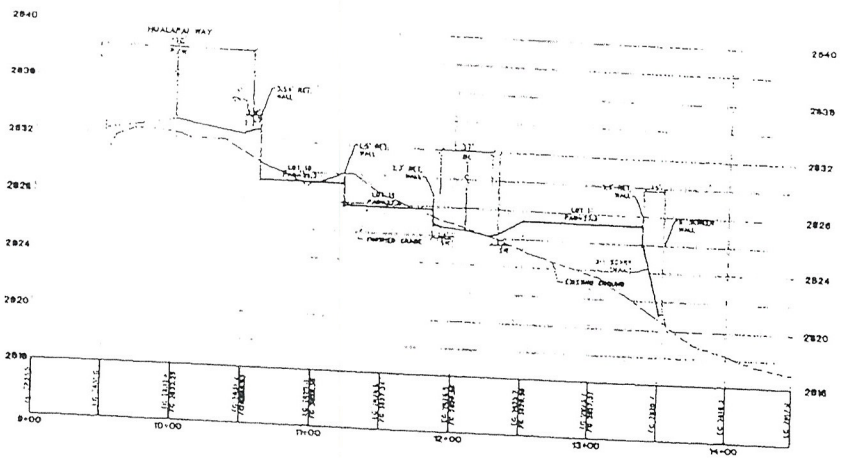
DAY DAWN RIDGE II

RECEIVED

JAN 19 2011

EOT-40745

CROSS SECTION A



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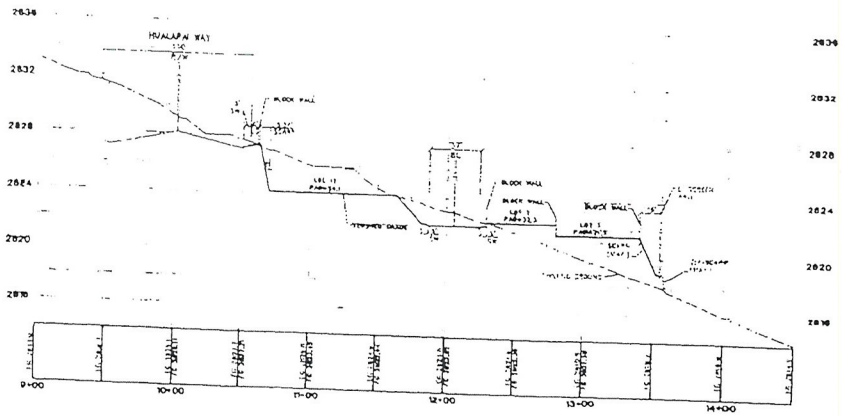

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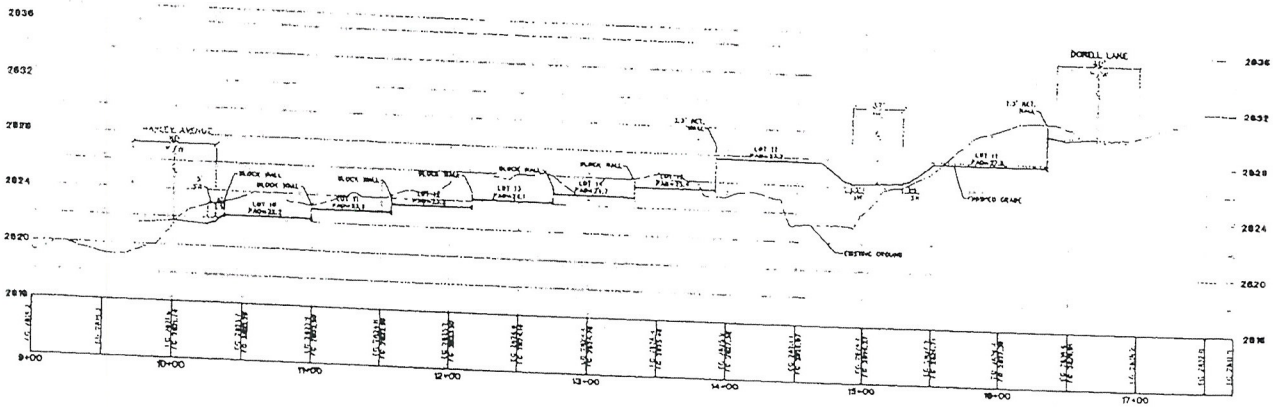


NEVADA HOMES GROUP

CITY OF LAS VEGAS

TENTATIVE MAP
CROSS SECTIONS

DAY DAWN RIDGE II

SHEET TM3
3 OF 3 SHEETS

RECEIVED
JAN 19 2011

EOT-40745

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

September 7, 2007

Mr. Paul Wagner
Day Star Ventures LLC
6985 West Sahara Avenue, Suite #201
Las Vegas, Nevada 89117

RE: WVR-22255 - WAIVER
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007
RELATED TO SDR-22253

Dear Mr. Wagner:

The City Council at a regular meeting held September 5, 2007 APPROVED the request for a Waiver of Title 18.12.160 TO ALLOW 210 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue (APNs 125-19-201-001 and 003), U (Undeveloped Zone [R (Rural Density Residential) General Plan Designation] under a Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre). The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Rezoning (ZON-4623), and Site Development Plan Review (SDR-4626) and (SDR-22253) if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

EOT-40745

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Paul Wagner
Wagner Homes
6985 West Sahara Avenue, Suite #201
Las Vegas, Nevada 89117

Mr. Jeffrey Armstrong
VTN Nevada
2727 South Rainbow Boulevard
Las Vegas, Nevada 89146

WAGNER HOMES, INC.
6985 W. SAHARA AVE., SUITE 201
LAS VEGAS, NV 89117
702-220-6200
702-257-7715 (fax)

January 18, 2011

City Of Las Vegas Planning & Development Department
Current Planning Division
731 S. 4th Street
Las Vegas, NV 89101

Re: Extension of Time for Site Plan Development Review SDR-22253
Day Dawn Ridge
APN #125-19-201-001,003

Wagner Homes, Inc. respectfully submits this letter and application for a four (4) year Extension of Time for Site Plan Development Review SDR-22253.

An extension of time is requested to allow time for the housing market to recover. The product proposed for this site is the same product being offered in the existing subdivisions that Wagner Homes is currently selling. The existing subdivisions will need to be nearly sold out prior to offering this product on a new site so Wagner Homes will not be competing against themselves.

This site will be developed as a single family residential subdivision located at the corner of Haulapai Way and Dorrell Lane. An Extension of Time application is also being filed on related WVR-22255 for this project.

We appreciate your consideration of this application. Should you have any questions please don't hesitate to contact me by phone at 702-220-6200 or e-mail nhg.paul@yahoo.com.

Sincerely,

Paul Wagner
President

RECEIVED
JAN 19 2011

EOT-40745

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 2, 2011

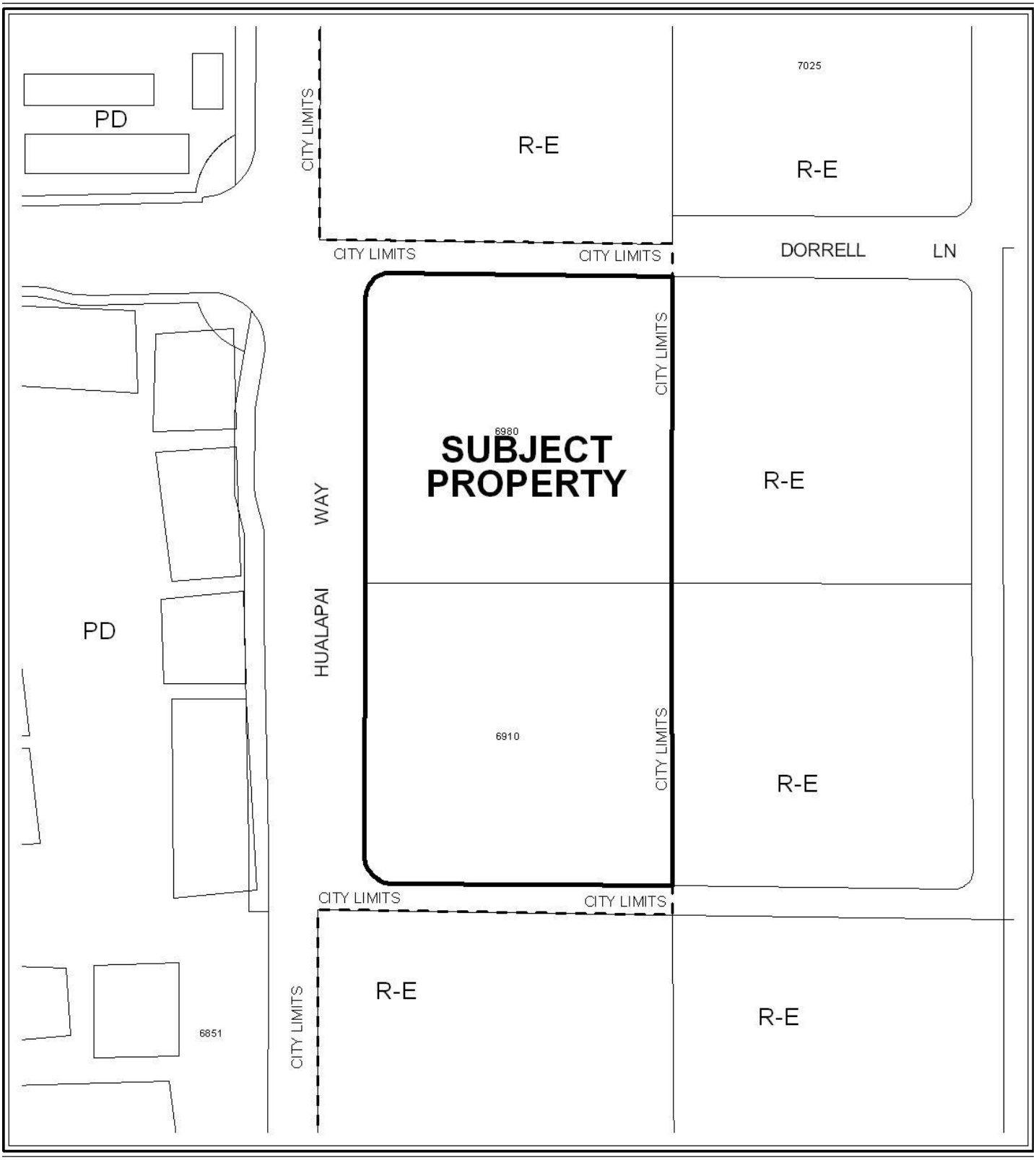
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40746 - EXTENSION OF TIME - VARIANCE - APPLICANT: WAGNER HOMES, INC. - OWNER: DAY STAR VENTURES, LLC - Request for an Extension of Time of a previously approved Variance (VAR-5377) TO ALLOW NO OPEN SPACE WHERE 13,633 SQUARE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 19 LOT SINGLE-FAMILY DEVELOPMENT on 5.35 acres at the southeast corner of Hualapai Way and Dorrell Lane (APNs 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], 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. City Council Approval Letter for VAR-5377
5. Justification Letter



0 100 200 Feet

CASE: **EOT-40746**

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT- 3 UNITS PER ACRE)

N



0 100 200 Feet

CASE: **EOT-40746**

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT- 3 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WAGNER HOMES, INC. - OWNER: DAYSTAR VENTURES, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40746	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

EOT-40746 CONDITIONS

Planning and Development

1. This Variance (VAR-5377) shall expire on January 19, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-5377) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is undeveloped land with previous approval for a Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family residential development at the southeast corner of Hualapai Way and Dorrell Lane. No building permits have been issued for the proposed project, nor have plans been submitted for review. A Tentative Map (TMP-24461) was approved on 10/25/07, but has since expired. There have been new entitlements for properties to the west and northwest that includes a 124-unit addition for an approved apartment complex and a condominium/retail development. The applicant is requesting a four-year Extension of Time to allow the housing market to recover. Staff is recommending approval with a two-year time limit.

It is noted that there are three (3) related Extension of Times (EOT-40742, EOT-40745, and EOT-40744) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/04/04	The City Council approved a request for an Annexation (ANX-4451) of an area consisting of approximately 5.395 acres generally located on the southeast corner of Hualapai Way and Dorrell Lane. The Planning Commission and staff recommended approval. The Annexation became effective on 08/13/04.
01/19/05	The City Council approved a request for Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
	The City Council approved a related request for a Site Development Plan Review (SDR-4626) for a 19-lot single family residential development.
04/06/05	The City Council approved a request for a Waiver of Title 18.12.160 (WVR-6035) to allow 209 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the southeast corner of Dorrell Lane and Hualapai Way. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/09/05	The Planning Commission approved a request for a Tentative Map (TMP-6601) for a 19-lot single family residential subdivision. Staff recommended approval.
09/05/05	The City Council approved a request for a Petition to Vacate U.S. Government Patent easements generally located on Hualapai Way between Dorrell Lane and Haley Avenue. The Planning Commission and staff recommended approval.
02/07/07	The City Council approved a request for an Extension of Time (EOT-18955) of a previously approved Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-18954) of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
	The City Council approved a related request for an Extension of Time (EOT-18952) of a previously approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development.
04/03/07	The Planning and Development Department and Department of Public Works approved a request for a Final Map Technical Review (FMP-20340) for 'Day Dawn Ridge,' a 19-lot single family development. The map was never recorded.
09/05/07	The City Council approved a request for a Waiver of Title 18.12.160 (WVR-22255) to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Major Amendment (SDR-22253) to an approved Site Development Plan Review (SDR-4626) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane.
10/25/07	The Planning Commission approved a request for a Tentative Map (TMP-24461) for a 19-lot single family residential subdivision on 5.36 acres at the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.

Related Relevant City Actions by P&D	
02/04/09	The City Council approved a request for an Extension of Time (EOT-32752) of a previously approved Rezoning (ZON-4623) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-PD3 (Residential Planned Development- 3 Units per acre) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-32753) of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family development.
10/07/09	The City Council approved a request for an Extension of Time (EOT-35680) of a previously approved Waiver (WVR-22255) of Title 18.12.160 requirements to allow 210 feet between street intersections where 220 feet is the minimum distance separation required for a single family residential development on 5.35 acres adjacent to the northeast corner of Hualapai Way and Haley Avenue. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-35681) of previously approved Site Development Plan Review (SDR-22253) for a 19-lot single family residential development with access to Haley Avenue instead of Dorrell Lane.

Most Recent Change of Ownership	
10/07/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business license issued for the subject site.

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.

Details of Application Request	
Site Area	
Gross Acres	5.35

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land-Proposed Single Family Residential Development	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation] with a Resolution of Intent to R-PD3 (Residential Planned Development- 3 Units per Acre)
North	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential)- Clark County
South	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential)- Clark County
East	Undeveloped Land-Clark County	RL (Residential Low)-Clark County	R-E (Rural Estates Residential)- Clark County
West	Multi-Family Residential	PCD (Planned Community Development)	PD (Planned Development)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third request for an Extension of Time of a previously approved Variance (VAR-5377) to allow no open space where 13,633 square feet is the minimum required for a proposed 19-lot single family residential development. No building permits have been issued for the proposed project, nor have plans been submitted for review. A Tentative Map (TMP-24461) was approved on 10/25/07, but has since expired. There have been new entitlements for properties to the west and northwest that includes a 124-unit addition for an approved apartment complex and a condominium/retail development.

FINDINGS

The Variance (VAR-5377) has not met Title 19.18.070 requirements to exercise the entitlement as no building permits have been issued for the proposed project. Though new entitlements have been approved for properties to the west and northwest of the subject site, the proposed project will not negatively affect the surrounding development. The applicant is requesting a four-year Extension of Time to allow the housing market to recover. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-5377) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40746** APN: 125-19-201-001, 003

Name of Property Owner: Day Star Ventures, LLC

Name of Applicant: Wagner Homes, Inc.

Name of Representative: Paul Wagner

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: Paul Wagner

Subscribed and sworn before me

This 19 day of January, 20 11

_____

Notary Public in and for said County and State

MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-14-13
Certificate No: 06-105049-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for Variance (VAR-5377)

Project Address (Location) Hualapai Way and Farrell Lane

Project Name Day Dawn Ridge **Proposed Use** _____

Assessor's Parcel #(s) 125-19-201-001, 003 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing U(R) proposed R-PD3

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.35 **Lots/Units** 19/5 **Density** _____

Additional Information SDR-4626, ZON-4623

PROPERTY OWNER Day Star Ventures LLC **Contact** Paul Wagner

Address 6985 W. Sahara Ave, Ste 201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.com

APPLICANT Wagner Homes, Inc. **Contact** Paul Wagner

Address 6985 W. Sahara Ave, Ste 201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.com

REPRESENTATIVE Paul Wagner **Contact** Paul Wagner

Address 6985 W. Sahara Ave, Ste 201 **Phone:** 702-220-6200 **Fax:** 702-257-7715

City Las Vegas **State** NV **Zip** 89117

E-mail Address nhg.paul@yahoo.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 Paul Wagner

Subscribed and sworn before me

This 19 day of January, 20 11.

_____

Notary Public in and for said County and State

MARIA A. SOLIS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-14-13
Certificate No: 06-105049-1

FOR DEPARTMENT USE ONLY

Case #	EOT-40746
Meeting Date:	3-2-11
Total Fee:	300 —
Date Received:*	1-19-11
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

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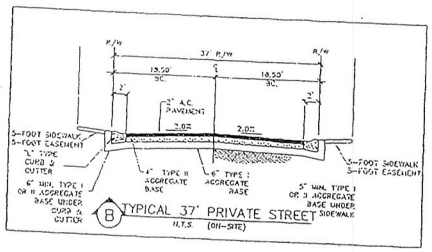
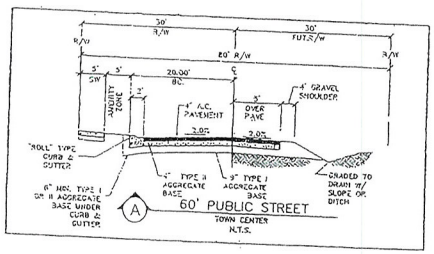
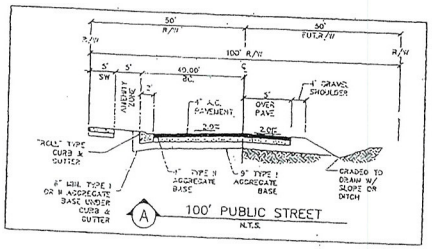
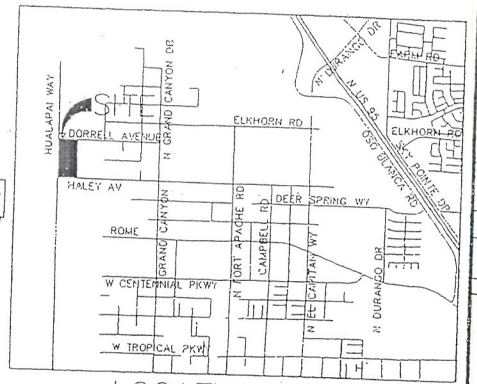
PAT#1233314





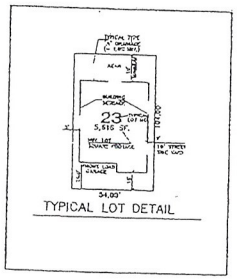


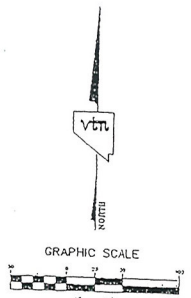




PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSOR'S PARCEL MAP NO.	125-19-201-001 & 003
GROSS ACRES	5.35 ACRES
CURRENT GENERAL PLAN	R - Rural
CURRENT ZONING	RC - Rural Estates Residential
PROPOSED ZONING	R-PD3 - RPD - PLANNED DEVELOPMENT
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
PROPOSED NUMBER OF UNITS	19 LOTS
PROPOSED DENSITY	3.55 DU/AC.
OPEN SPACE	
OPEN SPACE REQUIRED	17,832 SF.
PROPOSED USABLE OPEN SPACE	0 SF.
OTHER OPEN SPACE	0 SF.
TOTAL OPEN SPACE PROVIDED	0 SF.
PARKING	
2 PER DWELLING UNIT	38
GUEST PARKING	0
TOTAL PARKING SPACES PROVIDED	38 SPACES





GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS

FRONT (GARAGE) :	20'
FRONT (HOUSE) :	15'
SIDE :	5'
CORNER/SIDE :	10'
REAR :	15'

OWNER/DEVELOPER

NEVADA HOMES GROUP
8895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-8200
CONTACT : PAUL WAGNER

REV	DATE	BY	REVISION
3	12-03-04	JAL	Added Drainage channel to the east
2	7/22/04	JAL	CHANGED TO 19 LOTS / CHANGED DRIP SPACE
1	6/23/04	JAL	CHANGE 33-FOOT ROW PUBLIC TO PRIVATE STREET

NEVADA HOMES GROUP
8895 WEST SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-8200

CITY OF LAS VEGAS

SITE DEVELOPMENT PLAN FOR

HUALAPAI/DORRELL

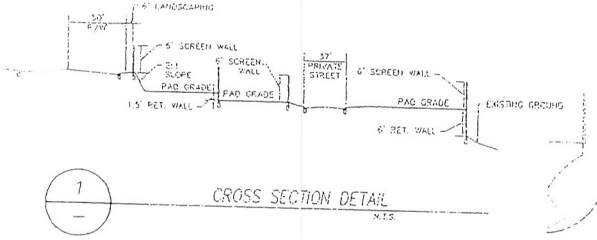
3/2/04

DRAWN BY: AL
DESIGNED BY: AL
CHECKED BY:
PROJECT NO: 6438
SCALE: 50' HORIZ. 50' VERT.

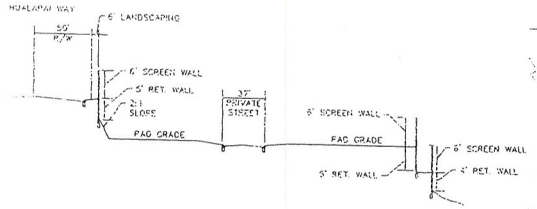
SHEET 01
1 OF 2 SHEETS
DRAWING NO. 6438-CLV

RECEIVED
JAN 19 2011

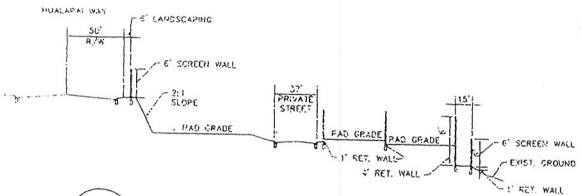
EOT-40746



1 — CROSS SECTION DETAIL N.T.S.

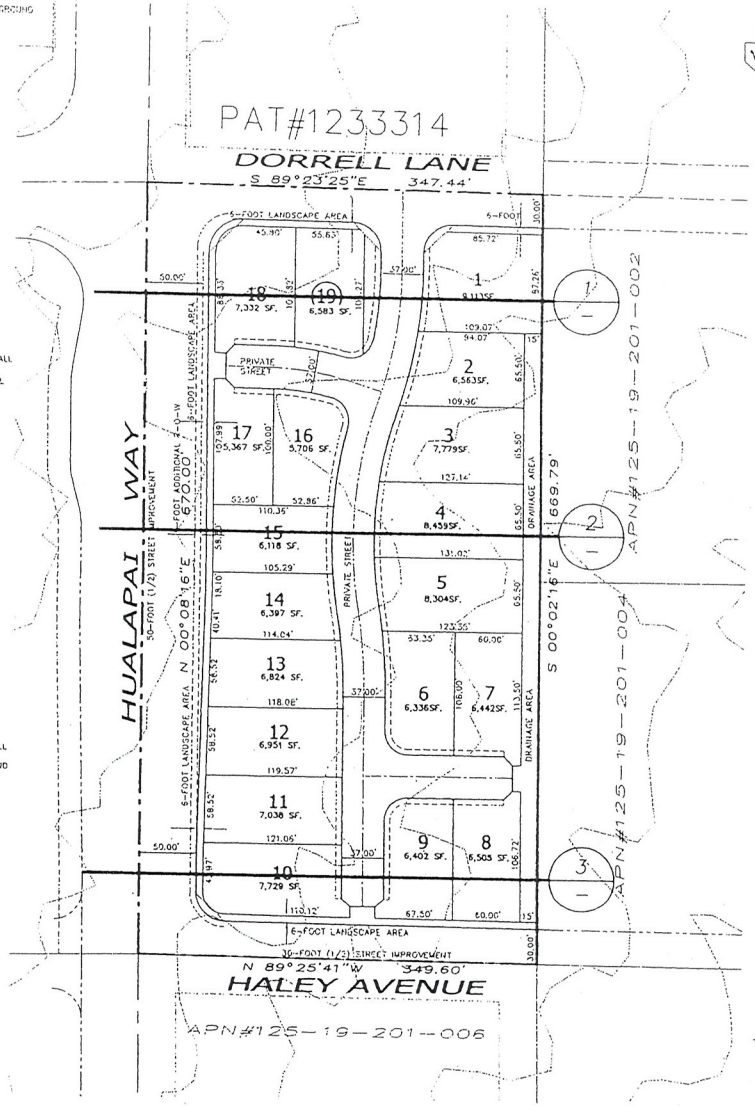


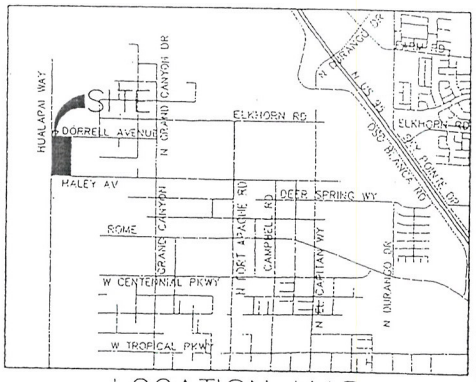
2 — CROSS SECTION DETAIL N.T.S.



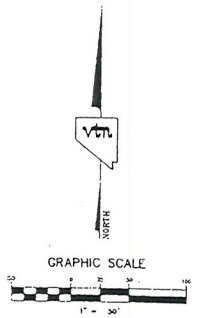
3 — CROSS SECTION DETAIL N.T.S.

PAT#1233314





LOCATION MAP



OWNER/DEVELOPER
NEVADA HOMES GROUP
6595 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200
CONTACT: PAUL WAGNER

NEVADA HOMES GROUP
6595 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200

CITY OF LAS VEGAS

RETAINING WALL EXHIBIT

HUALAPAI/DORRELL

VTN NEVADA
3121 SOUTH GRAND CANYON BOULEVARD, LAS VEGAS, NEVADA 89146-5148
PH. (702) 873-7550 FAX (702) 362-2337
PROVIDING CONSULTING SERVICES AS PLANNERS & LAND SURVEYORS

NO.	DATE	BY	REVISION
3	8/11/04	B.T.M.	FLIPPED SP TO REFLECT HOUSES BACKING TO HUALAPAI
2	7/12/04	J.A.L.	CHANGED TO 18 LOTS / CHANGED OPEN SPACE
1	6/23/04	J.A.L.	CHANGE 32'-FOOT FROM PUBLIC TO PRIVATE STREET.

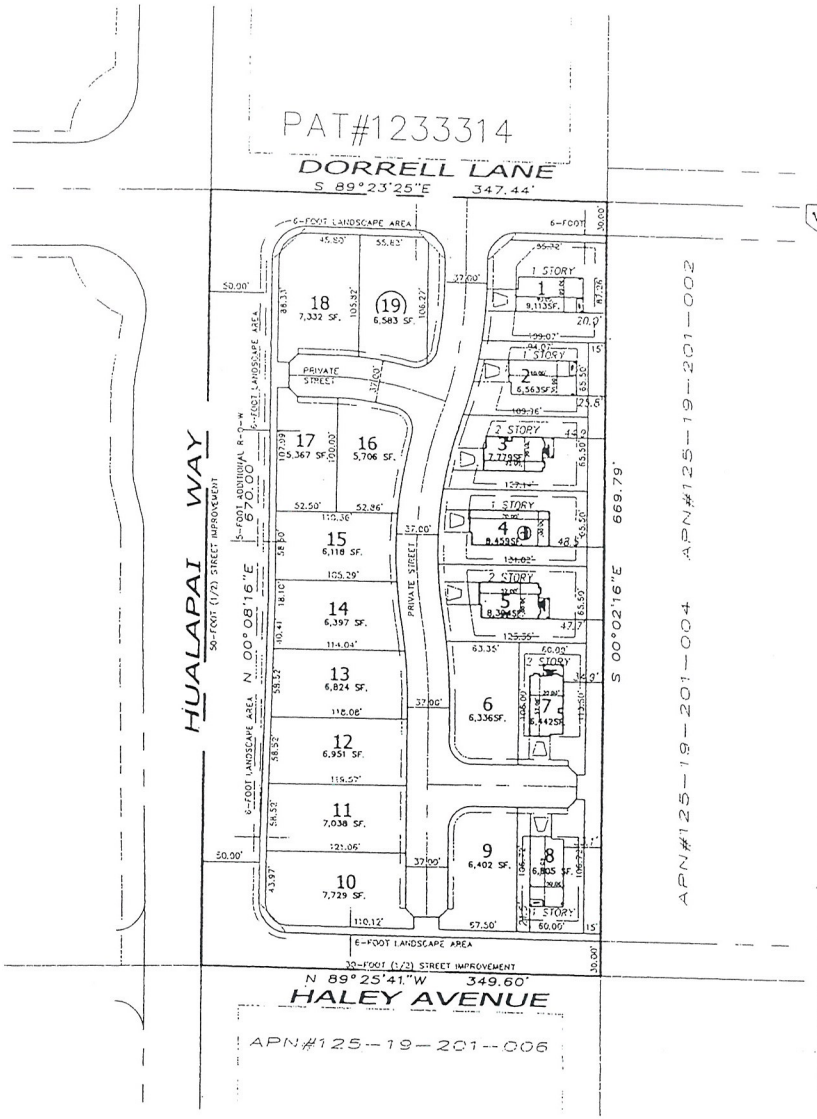
DRAWN BY: B.T.M. 08/04
DESIGNED BY: J.A.L. 08/04
CHECKED BY: J.A.L. 08/04
PROJECT NO: 1438
SCALE: 1/8" HORIZ. 1" VERT.

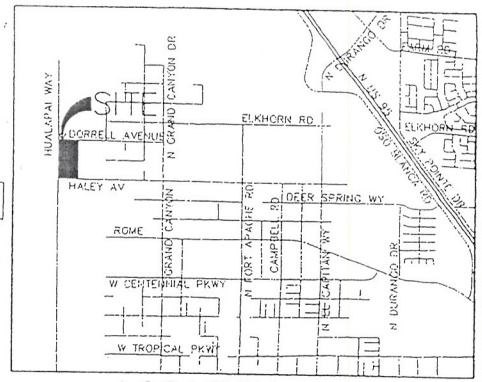
SHEET WALL-1
2 OF 2 SHEETS
DRAWING NO. 6438-CLV

RECEIVED
JAN 19 2011

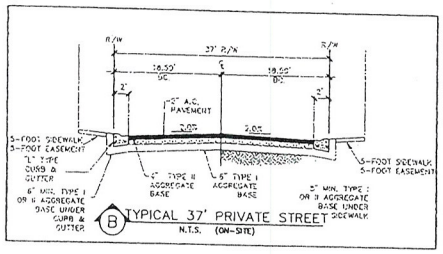
EOT-40746

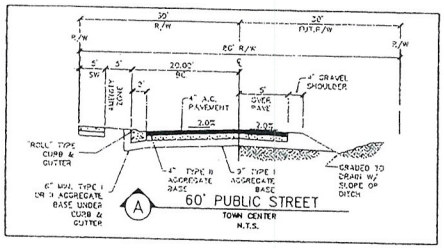
PAT#1233314

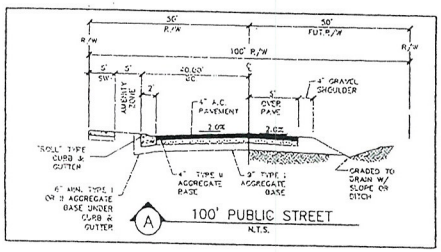




LOCATION MAP

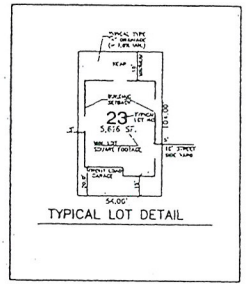




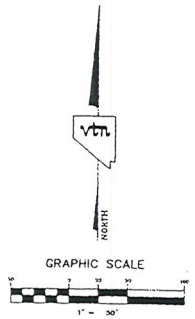


PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSOR'S PARCEL MAP NO.	125-19-201-002 & 004
GROSS ACRES	5.35 ACRES
CURRENT GENERAL PLAN	M - PUBLIC
CURRENT ZONING	PC - PUBLIC FACILITY ARCHITECTURAL
PROPOSED ZONING	R-PD3 - RES. PLANNED DEVELOPMENT
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
PROPOSED NUMBER OF UNITS	19 LOTS
PROPOSED DENSITY	3.55 DU/AC
OPEN SPACE	
OPEN SPACE REQUIRED	13,432 SF.
PROPOSED USABLE OPEN SPACE	n SF.
OTHER OPEN SPACE	n SF.
TOTAL OPEN SPACE PROVIDED	n SF.
PARKING	
# PER DWELLING UNIT	2.0
GUEST PARKING	0
TOTAL PARKING SPACES PROVIDED	38 SPACES



TYPICAL LOT DETAIL



GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS

FRONT (GARAGE) :	20'
FRONT (HOUSE) :	15'
SIDE :	5'
CORNER/SIDE :	10'
REAR :	15'

OWNER/DEVELOPER

NEVADA HOMES GROUP
8895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200
CONTACT : PAUL WAGNER

NO.	DATE	BY	DESCRIPTION
4	12-16-04	JRA	ADDED 3 FEET OF R-O-W ON HUALAPAI WAY
3	12-09-04	JRA	Added Division comment 13 lots max.
2	7/21/04	JRA	DROPPED TO 18 LOTS / CHANGED OPEN SPACE
1	6/23/04	JRA	CHANGE 33-FOOT FROM PUBLIC TO PRIVATE STREET.

DRAWN BY: JRA 3/1/04
DESIGNED BY: JRA 3/1/04
CHECKED BY:
PROJECT NO. 6438
SCALE: 30' HORIZ. 30' VERT.

SITE DEVELOPMENT PLAN FOR HUALAPAI/DORRELL

NEVADA HOMES GROUP
8895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6200

CITY OF LAS VEGAS

VTN
2121 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5146
PH. (702) 873-7330 FAX (702) 367-2397

SHEET 01
1 OF 2 SHEETS
DRAWING NO. 6438-CLV

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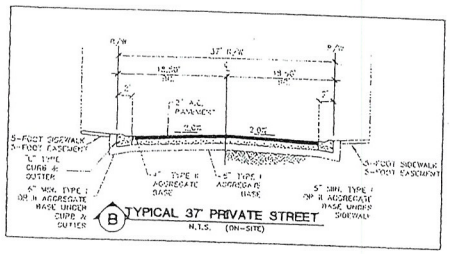
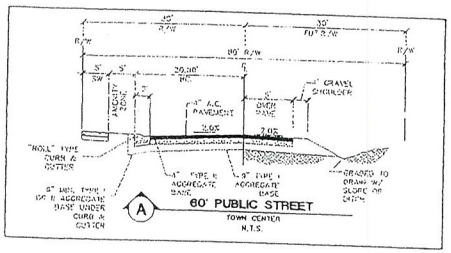
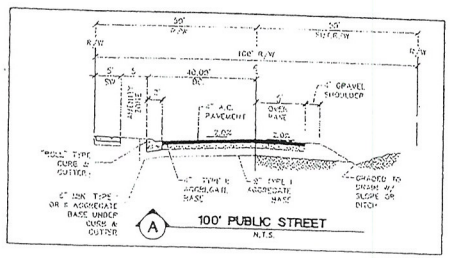
TREE/PLANT SCHEDULE

SYM.	QTY.	SIZE	SPACING	NAME
	19	24" BOX	VARIES	MODESTO ASH
	17	24" BOX	VARIES	MONDEL PINE
	21	VARIES	N/A	DATE PALM
	6	13 GALLON	VARIES	PHOTNIA
	32	15 GALLON	VARIES	FLOWERING PLUM
	2	1 GALLON	VARIES	GROUND SHRUBS

GENERAL NOTES
1. Landscape shall conform to requirements of Title 19 (City of Las Vegas).
2. Ground cover shall be designed to cover more than 50% of the landscaped area.
3. The proposed landscaping and plants are conceptual only. A detailed Landscape Plan will be prepared by a licensed Landscape Architect as a part of the final engineering plan.
4. The number and types of plant may vary from the proposed conceptual plan.
5. The Applicant reserves the right to change the plant shown on this plan, and alter the amenities shown in the Open Space area.







PAT#1233314

DORRELL LANE
S 89°23'25"E 347.44'

HUALAPAI WAY

30-FOOT (1/2) STREET IMPROVEMENT

4-FOOT LANDSCAPE AREA

PRIVATE STREET

1	7,385 SF.	18	6,879 SF.
2	7,799 SF.	19	6,469 SF.
3	7,790 SF.	16	6,405 SF.
4	9,006 SF.	17	5,844 SF.
5	9,288 SF.	15	6,784 SF.
6	8,972SF.	14	7,561 SF.
7	6,495 SF.	13	7,561 SF.
8	6,567 SF.	12	7,816 SF.
9	7,049 SF.	11	7,816 SF.
10	7,862 SF.	23	5,616 SF.

N 00°08'16"E 670.00'

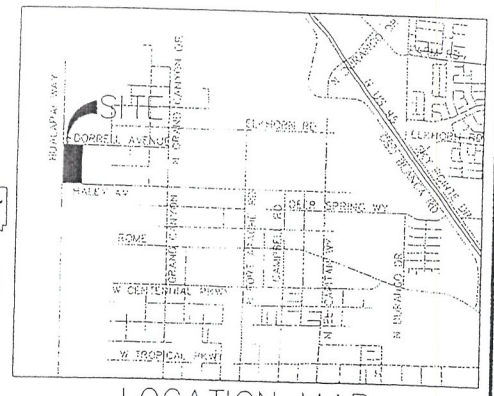
S 00°02'18"E 669.79'

APN#125-19-201-004

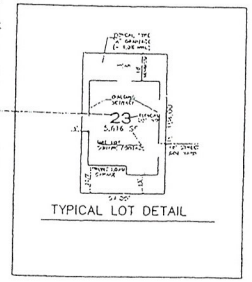
APN#125-19-201-005

N 89°25'41"W 349.60'

HALEY AVENUE



LOCATION MAP



TYPICAL LOT DETAIL

PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSOR'S PARCEL MAP NO.	125-19-201-004 & 005
GROSS ACRES	2.55 ACRES
CURRENT GENERAL PLAN	SC - SPECIAL
CURRENT ZONING	PD - PLANNED DEVELOPMENT
PROPOSED ZONING	PD - PLANNED DEVELOPMENT
PROPOSED LAND USE	SINGLE FAMILY DETACHED
PROPOSED NUMBER OF UNITS	23 UNITS
DENSITY	9.02 DU/AC
OPEN SPACE	
OPEN SPACE REQUIRED	13,605 SF.
PROPOSED LOCAL PARK SPACE	0
OTHER OPEN SPACE	0
TOTAL OPEN SPACE PROVIDED	0
PARKING	
# PER DWELLING UNIT	2.0
GUEST PARKING	23
TOTAL PARKING SPACES PROVIDED	69 SPACES

GENERAL NOTES :
1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

GRAPHIC SCALE

SETBACKS

FRONT (GARAGE)	20'
FRONT (HOUSE)	15'
SIDE	5'
CORNER/SIDE	10'
REAR	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
8695 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 326-4200
CONTACT: PAUL WAGNER

CONCEPTUAL LANDSCAPE PLAN FOR HUALAPAI/DORRELL

NEVADA HOMES GROUP
8695 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 326-4200

CITY OF LAS VEGAS

vtn nevada
2727 North Hampton Road • Las Vegas, Nevada 89115
PH. (702) 951-7070 FAX (702) 361-2801

NO.	DATE	REVISION
1	4/22/04	ADJUSTED TO 1.651 / CHANGED OPEN SPACE TO PRIVATE STREET
2	7/12/04	ADJUSTED OPEN SPACE CALCULATIONS PER LETTER
3	10-14-04	REVISED OPEN SPACE CALCULATIONS PER LETTER

DRAWN BY: JK 3/17/04
DESIGNED BY: JK 3/17/04
CHECKED BY:
PROJECT NO: 4138
SCALE: 1" = 50'
SHEET 02
2 OF 2 SHEETS
DRAWING NO. 8438-CLV

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PAT#1233314

DORRELL LANE

S 89°23'25"E 347.44'

HUALAPAI WAY

50-FOOT (1/2) STREET IMPROVEMENT

N 00°08'16"E 670.00'

S 00°02'14"E 669.79'

APN#125-19-201-002

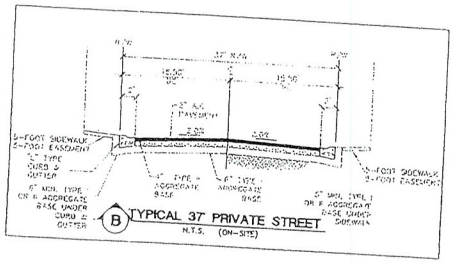
APN#125-19-201-004

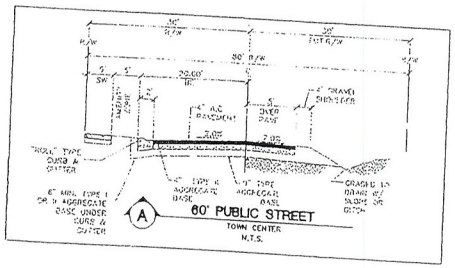
N 89°25'41"W 349.60'

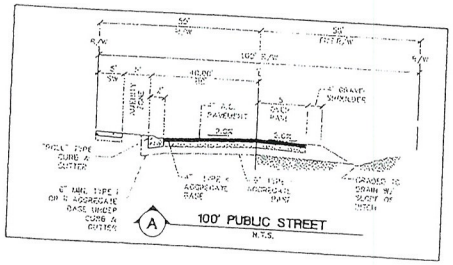
HALEY AVENUE

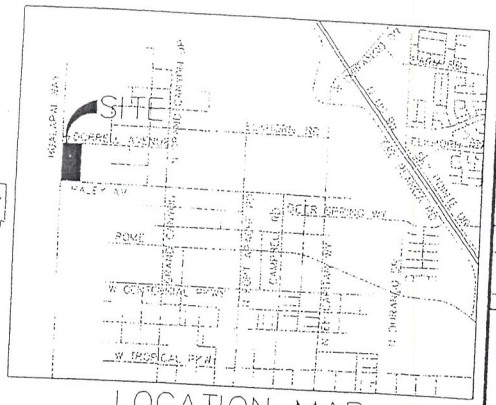
APN#125-19-201-006

1	7,385 SF.	
2	7,790 SF.	
3	7,790 SF.	
4	9,006 SF.	
5	9,288 SF.	
6	6,972SF.	
7	6,495 SF.	
8	6,567 SF.	
9	7,049 SF.	
10	7,862 SF.	
11	7,816 SF.	
12	7,816 SF.	
13	7,361 SF.	
14	7,561 SF.	
15	6,784 SF.	
16	6,405 SF.	
17	5,844 SF.	
18	6,879 SF.	
19	6,469 SF.	





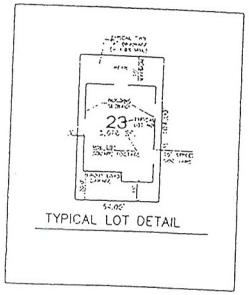


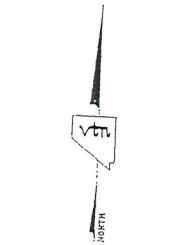


LOCATION MAP

PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSORS PARCEL MAP NO.	125-19-201-002, 004, 006
GROSS ACRES	2.40 ACRES
CURRENT GENERAL PLAN	SC
CURRENT ZONING	SC W/ PUD MASTER PLAN
PROPOSED ZONING	MURES - R4 - PLANNED DEVELOPMENT
PROPOSED USE	SINGLE FAMILY RESIDENTIAL
PROPOSED DENSITY	19 UNITS
	7.92 DU/AC
OPEN SPACE	
OPEN SPACE REQUIRED	0.24 AC
EXISTING/ONSITE OPEN SPACE	0.24 AC
OTHER OPEN SPACE	0.00 AC
TOTAL OPEN SPACE PROVIDED	0.24 AC
PARKING	
# PER DWELLING UNIT	2
GUEST PARKING	4
TOTAL PARKING SPACES PROVIDED	38 SPACES





GRAPHIC SCALE

1" = 30'

GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS	
FRONT (GARAGE) :	20'
FRONT (HOUSE) :	15'
SIDE :	5'
CORNER SIDE :	10'
REAR :	15'

OWNER/DEVELOPER

NEVADA HOMES GROUP
6295 W SAHARA AVENUE, SUITE # 201
LAS VEGAS NEVADA 89117
(702) 222-5200
CONTACT: PAUL WAGNER

NO.	DATE	BY	REVISIONS
1	12-11-04	B.T.K.	ADJUSTED OPEN SPACE SUMMARY PER COMMENTS
2	1-7-05	JAL	ADJUSTED TO 19 LOTS / CHANGED OPEN SPACE
3	4-22-04	JAL	CHANGE 33'/60' FROM PUBLIC TO PRIVATE STREET

SITE DEVELOPMENT PLAN FOR HUALAPAI/DORRELL

CITY OF LAS VEGAS

NEVADA HOMES GROUP
5391 WEST SAHARA, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-5100

VTN nevada
3751 SOUTH BUFFALO DRIVE, SUITE 100 LAS VEGAS, NEVADA 89147 (702) 362-2599

DRAWN BY: JAL 3/12/04
DESIGNED BY: JAL 3/12/04
CHECKED BY:
PROJECT NO: 6438
SCALE: 30' HORIZ. 30' VERT.

SHEET 01
1 OF 2 SHEETS
DRAWING NO. 6438-CLV

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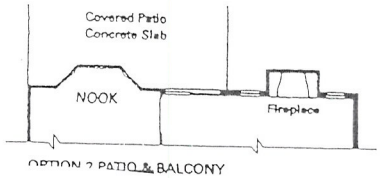
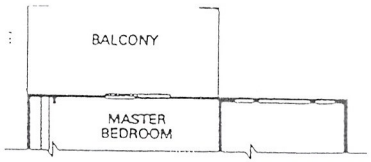


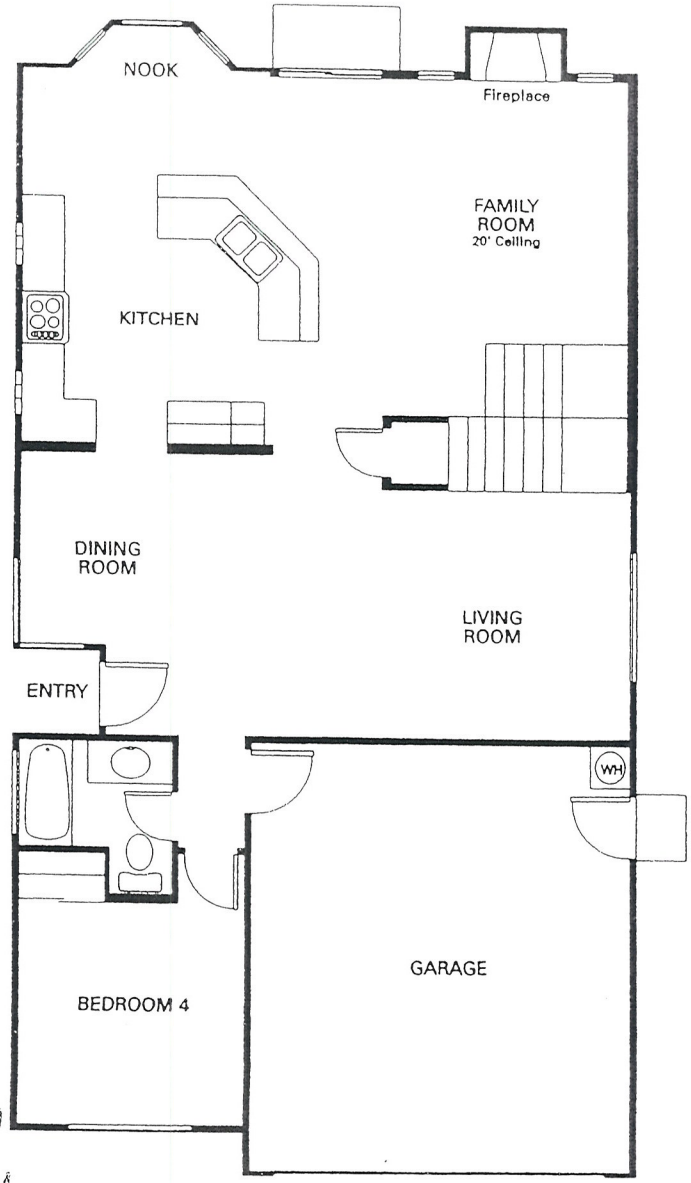
OPTION 2 PATIO & BALCONY

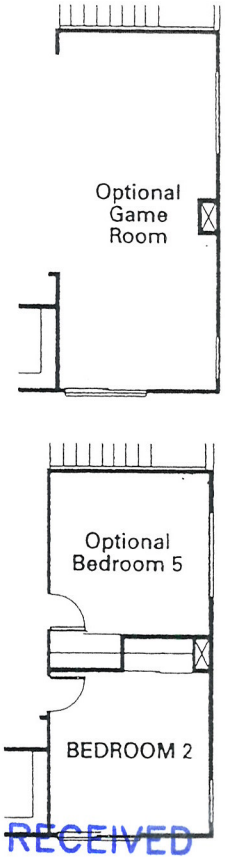


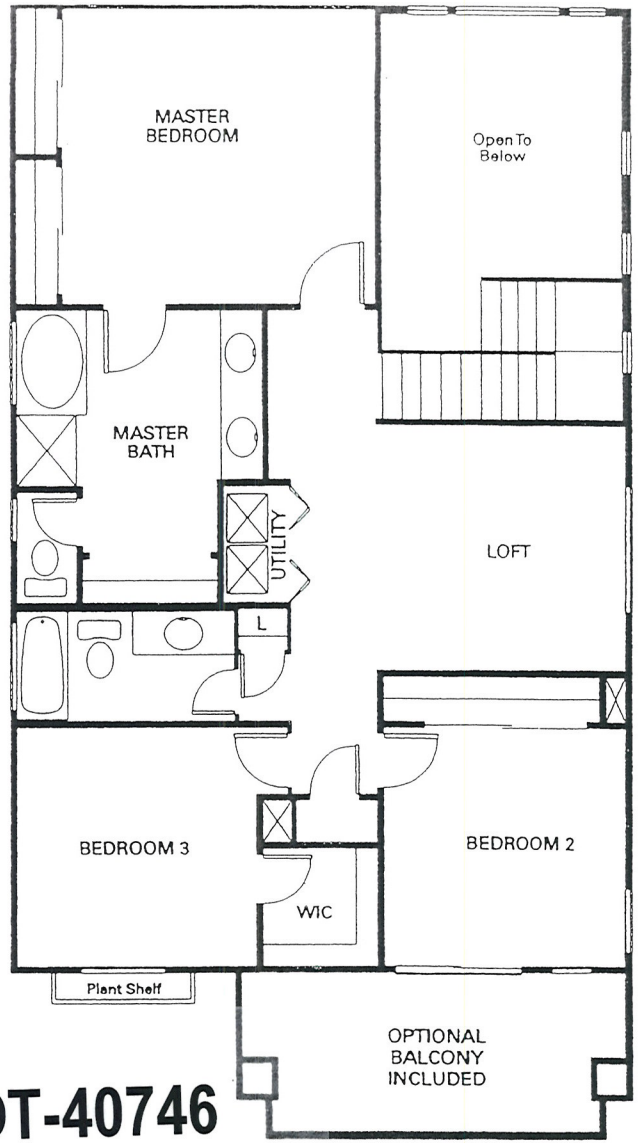
OPTION 2 PATIO, BALCONY & DOOR



OPTION 1 PATIO, BALCONY & DOOR







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OCT 05 2004

RECEIVED
JAN 19 2011

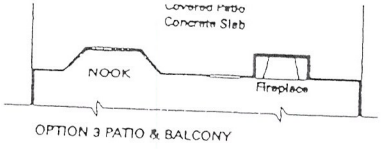
EOT-40746

The Diamond

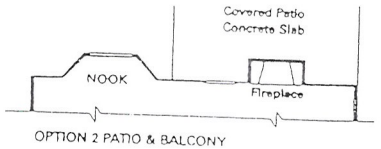
Two Story, 2309 Sq. Ft.
4 Bd Rm, Loft, 5 Bd Rm, 3 Bath

EQUAL OPPORTUNITY HOUSING

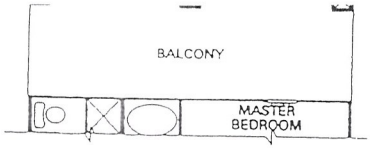
NEVADA HOMES GROUP



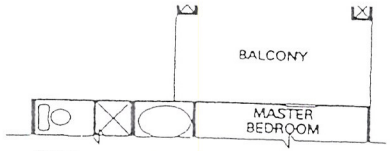
OPTION 3 PATIO & BALCONY



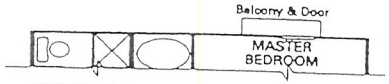
OPTION 2 PATIO & BALCONY



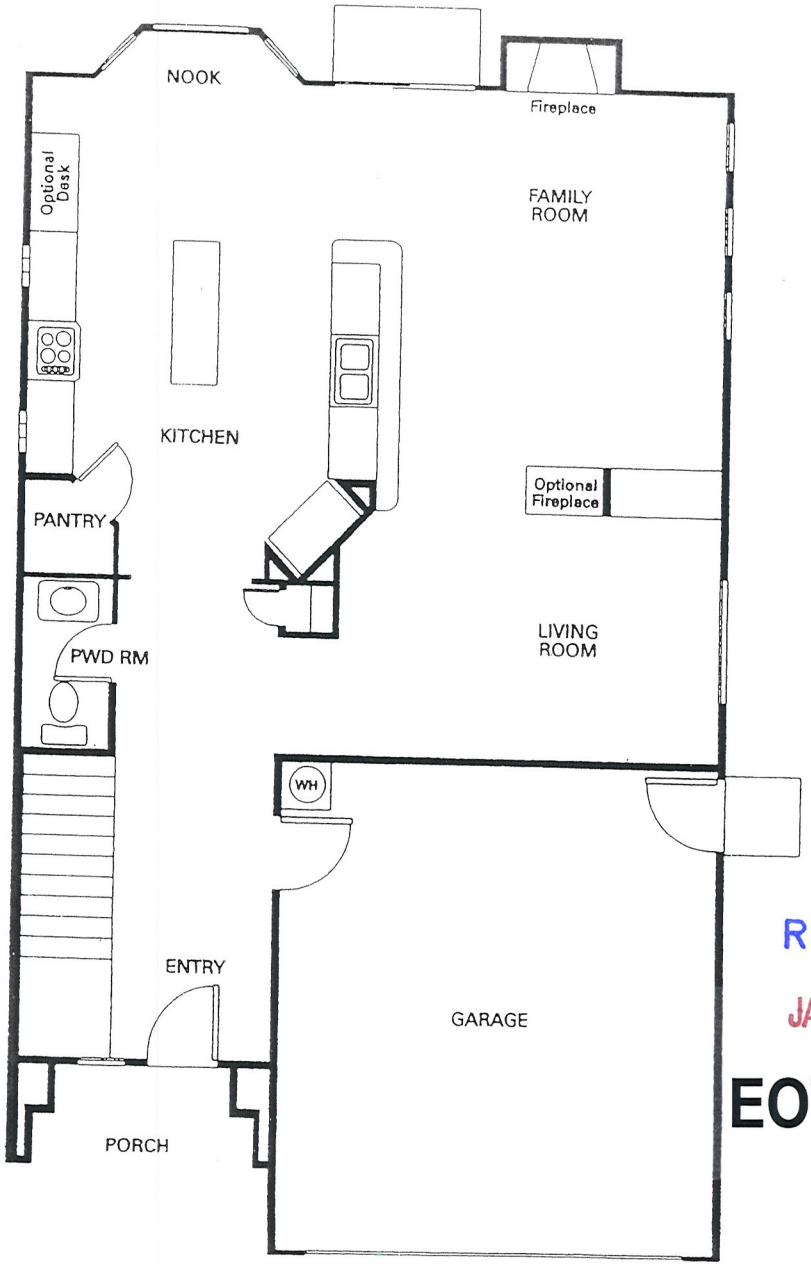
OPTION 3 BALCONY & DOOR

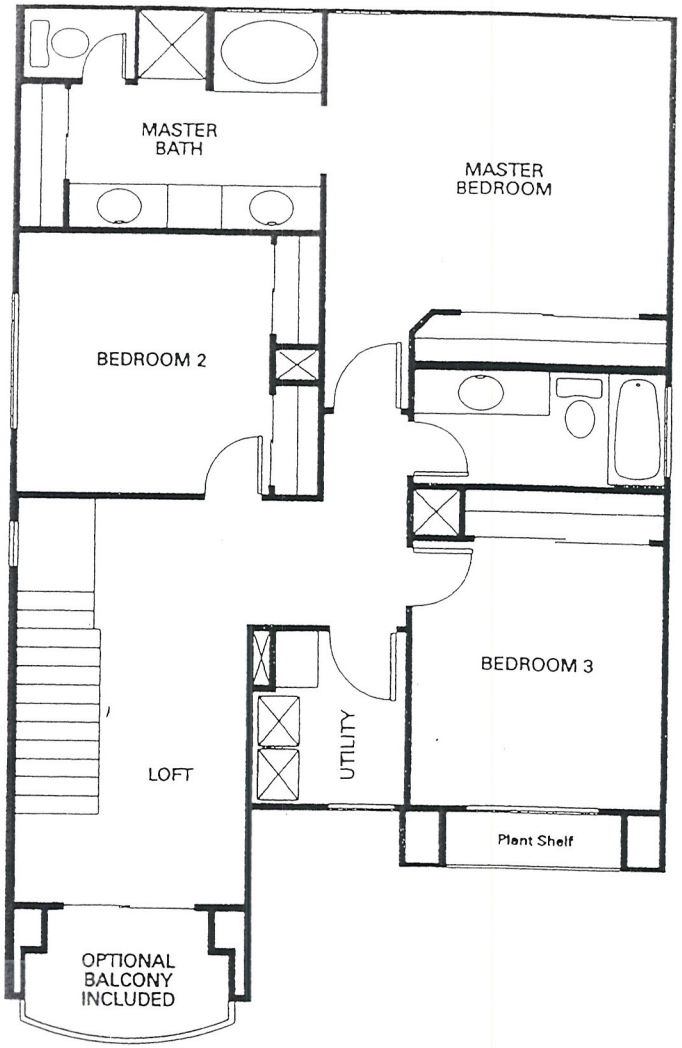


OPTION 2 BALCONY & DOOR



OPTION 1 BALCONY & DOOR





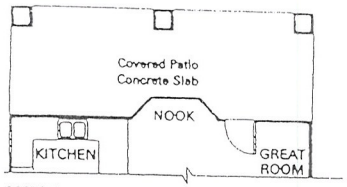
RECEIVED
JAN 19 2011

EOT-40746 The Emerald

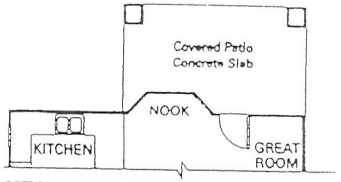
Two Story, 2084 Sq. Ft.
3 Bd. Rm., Loft, 2½ Bath

EQUAL OPPORTUNITY HOUSING

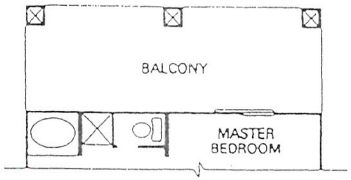
NEVADA HOMES GROUP



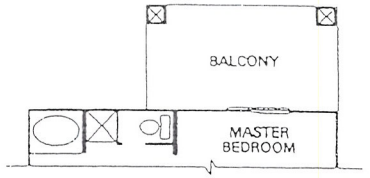
OPTION 3 PATIO & BALCONY



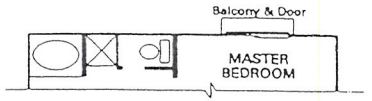
OPTION 2 PATIO & BALCONY



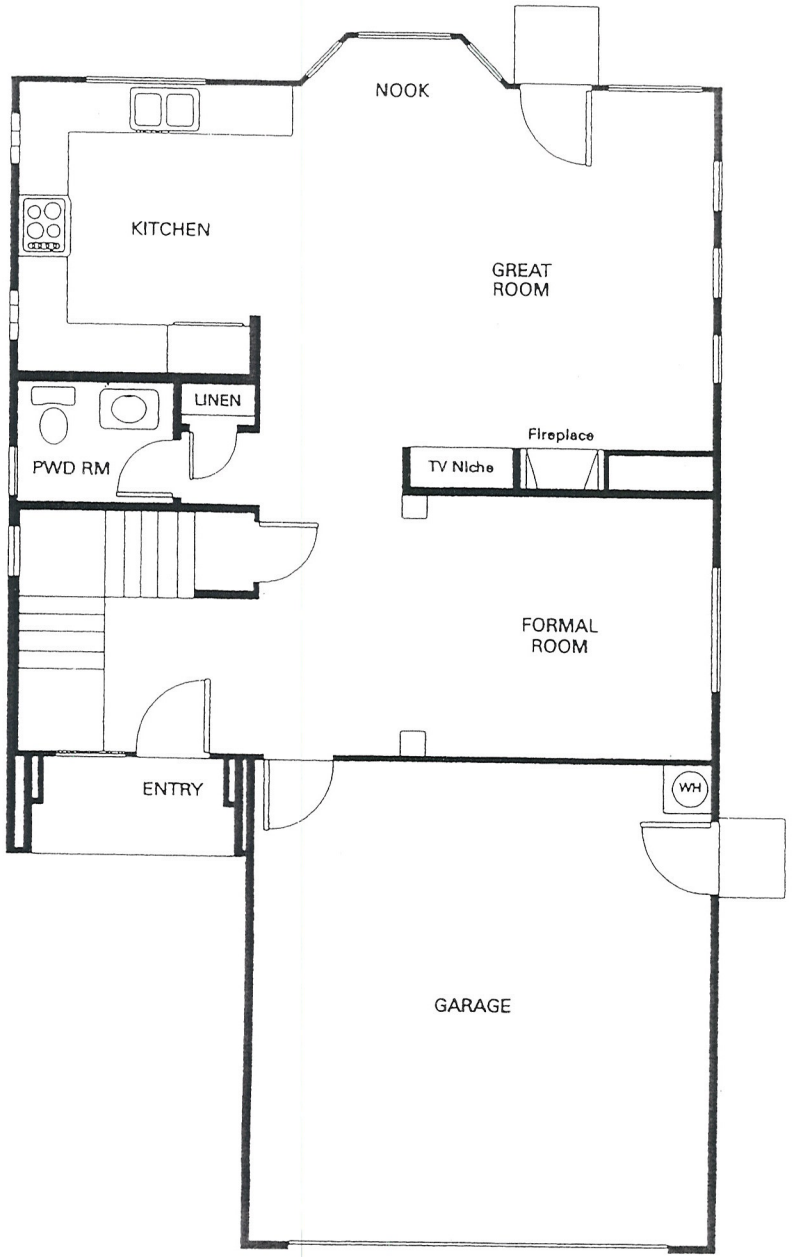
OPTION 3 BALCONY & DOOR

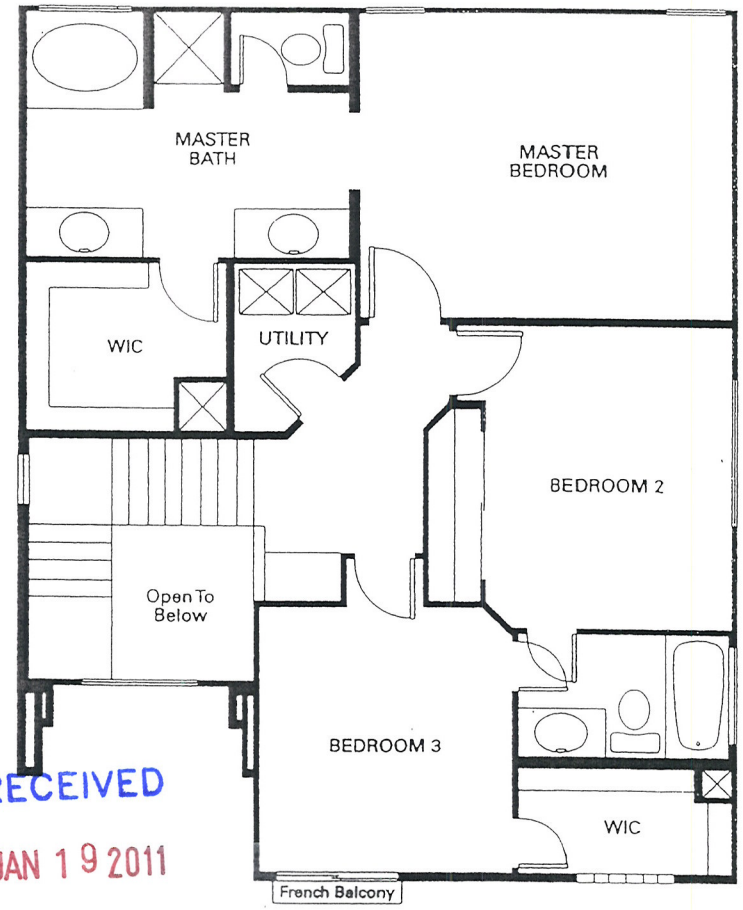


OPTION 2 BALCONY & DOOR



OPTION 1 BALCONY & DOOR





RECEIVED
JAN 19 2011

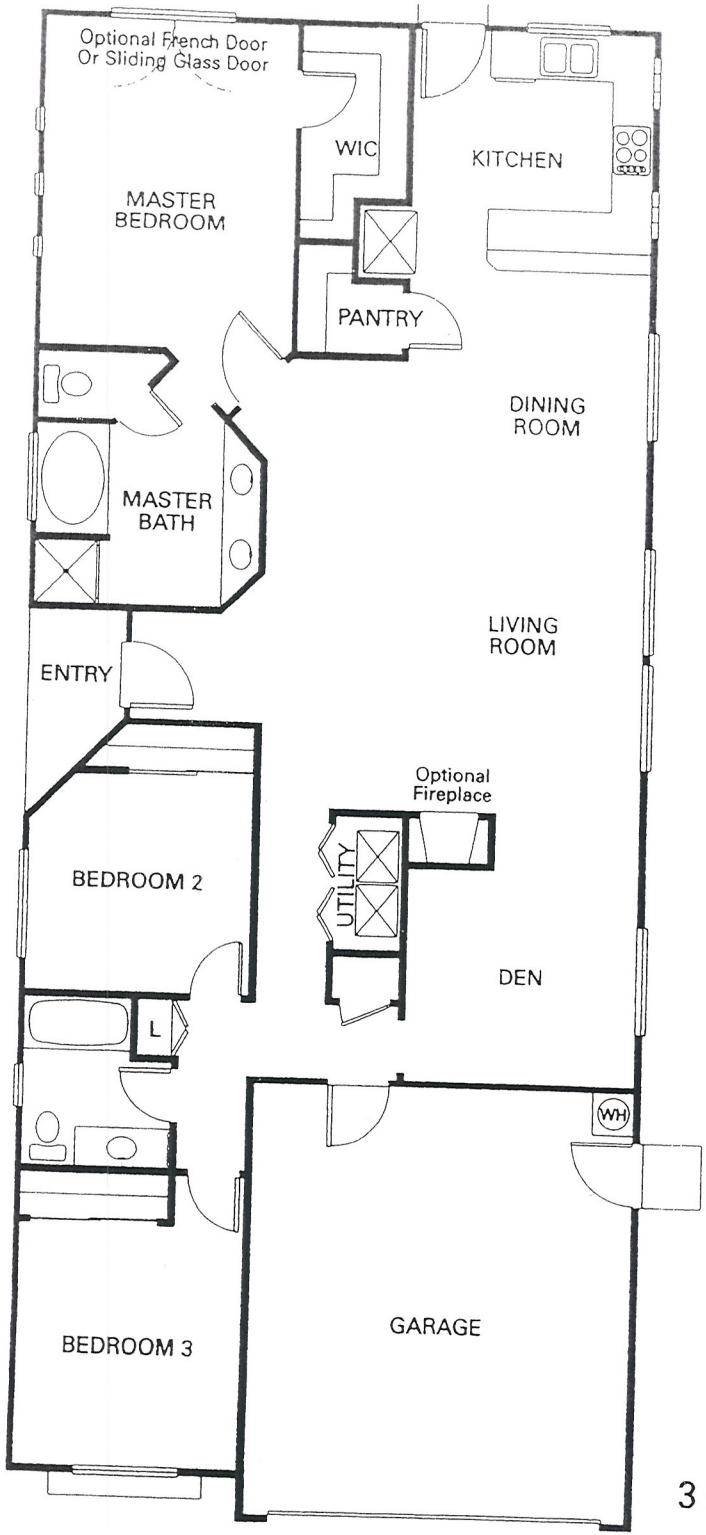
EOT-40746

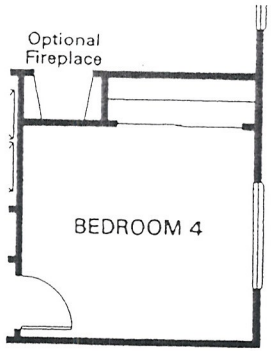
The Topaz

Two Story, 1752 Sq. Ft.
3 Bd Rm, 2½ Bath

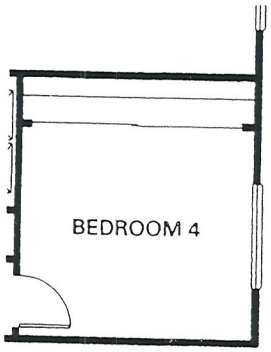
EQUAL OPPORTUNITY HOUSING

NEVADA HOMES GROUP





Bedroom Option 1



Bedroom Option 2
(Without Fireplace)

RECEIVED
JAN 19 2011

EOT-40746

The Sapphire

Single Story, 1663 Sq. Ft.
3 Bd Rm, Den, 4 Bd Rm, 2 Bath

EQUAL OPPORTUNITY HOUSING

NEVADA HOMES GROUP

PAT#1233314

DORRELL LANE

S 89°23'25"E 347.44'

CL to CL = 209.41'

HUALAPAI WAY

N 00°08'16"E 670.00'

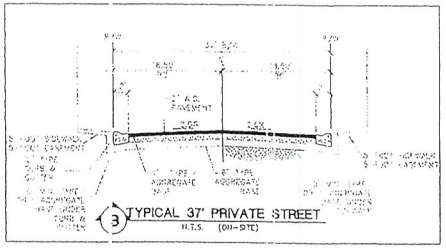
S 00°02'16"E 669.79'

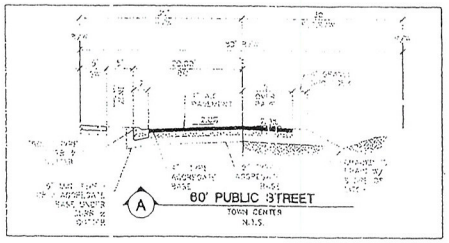
APN#125-19-201-004

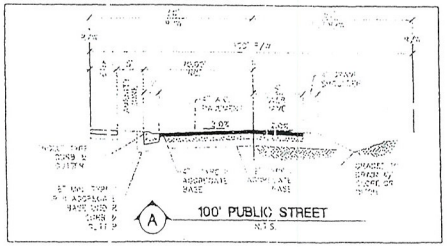
N 89°25'41"W 349.60'

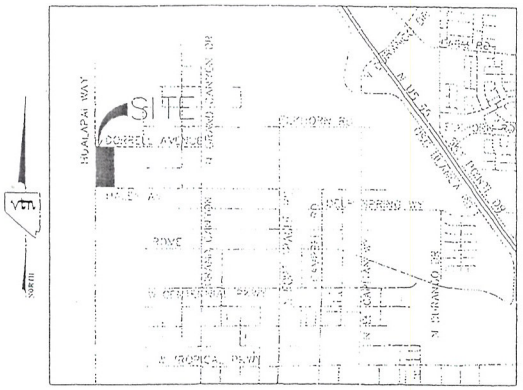
HALEY AVENUE

APN#125-19-201-006





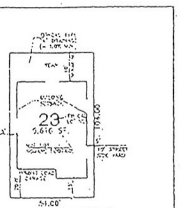




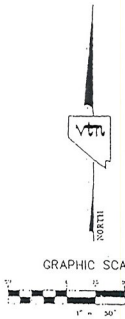
LOCATION MAP

PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSOR'S PARCEL NUM. (S)	125-19-201-004 & 006
GENERAL PLAN	MIXED USE
ZONING	C-2 / R-3
PROPOSED ZONING	SUMU (C-2 & R-3 ZONING OVERLAY)
PROPOSED LAND USE	SINGLE FAM. RESIDENTIAL
PROPOSED NUMBER OF UNITS	19 UNITS
PROPOSED DENSITY	7.09 DU/AC
OPEN SPACE REQUIRED	15,431 SF
PROPOSED USABLE OPEN SPACE	15,431 SF
OTHER OPEN SPACE	0 SF
TOTAL OPEN SPACE PROVIDED	15,431 SF
PARKING	
# PER UNIT/USE (REQ.)	2
GUEST PARKING	0
TOTAL PARKING SPACES PROVIDED	38 SPACES



TYPICAL LOT DETAIL



GRAPHIC SCALE

1" = 30'

GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS	
FRONT (GARAGE)	20'
FRONT (HOUSE)	15'
SIDE	5'
CORNER/SIDE	10'
REAR	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE # 200
LAS VEGAS, NEVADA 89117
(702) 220-6260
CONTACT PAUL WAGNER

NEVADA HOMES GROUP	CITY OF LAS VEGAS
6895 WEST SAHARA AVENUE, SUITE # 200	
LAS VEGAS, NEVADA 89117	
(702) 220-6260	

SITE DEVELOPMENT PLAN FOR HUALAPAI/DORRELL

vtn nevada

DRAWN BY:	5/12/06
DESIGNED BY:	5/12/06
CHECKED BY:	
PROJECT NO:	SCALE: 35' HORZ. 35' VERT.
6438	

SHEET 01 1 OF 2 SHEETS

DRAWING NO. 6438-CLV

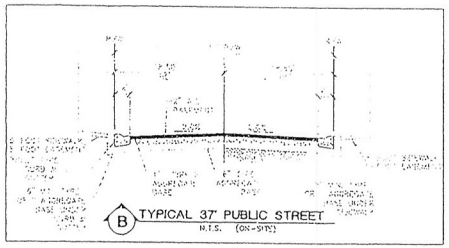
RECEIVED

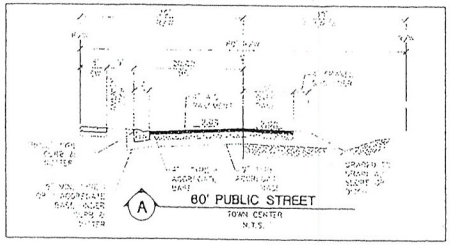
JAN 19 2011

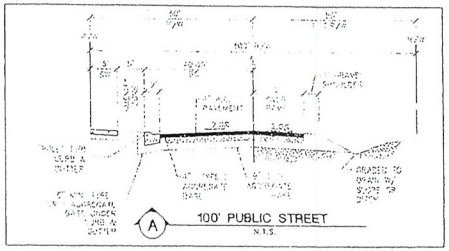
EOT-40746

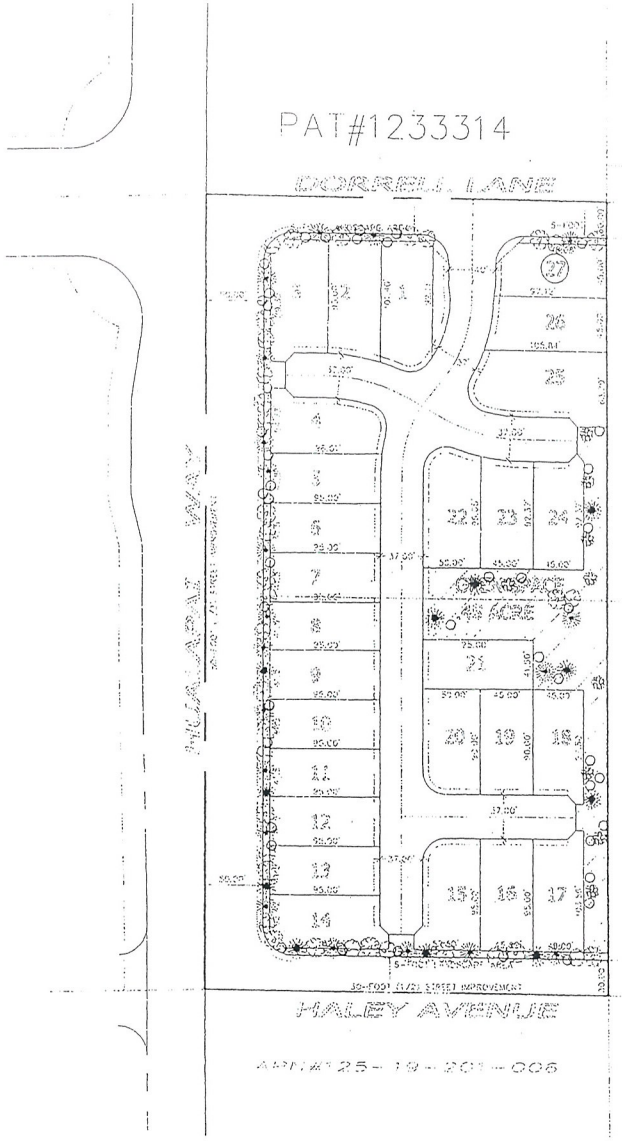
TREE/PLANT SCHEDULE

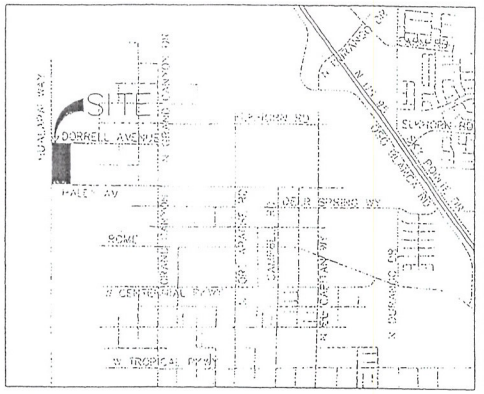
SYM.	QTY.	SIZE	SPACING	NAME
	20	24" BOX	VARIES	MODESTO ASH
	17	24" BOX	VARIES	MONDEL PINE
	20	VARIES	N/A	DATE PALM
	11	13 GALLON	VARIES	PHOTNIA
	43	15 GALLON	VARIES	FLOWERING PLUM
	9	1 GALLON	VARIES	GROUND SHRUBS



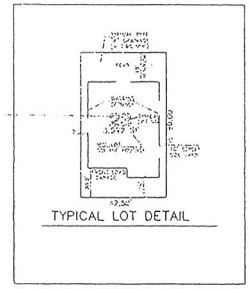






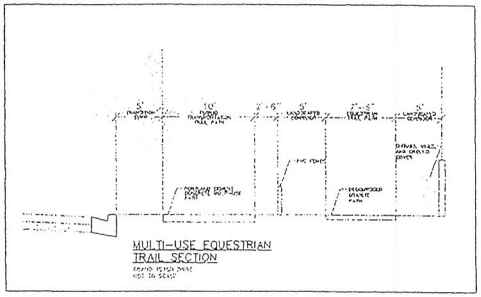


LOCATION MAP



PROJECT SUMMARY

PROJECT INFORMATION	
ASSESSOR'S PARCEL NO.	[illegible]
GROSS ACRES	[illegible]
CURRENT GENERAL PLAN	[illegible]
CURRENT ZONING	[illegible]
PROPOSED ZONING	[illegible]
PROPOSED LAND USE	SINGLE FAMILY RESIDENTIAL
PROPOSED TOWNER OF UNITS	[illegible]
PROPOSED DENSITY	[illegible]
OPEN SPACE	
OPEN SPACE REQUIRED	[illegible]
PROPOSED MEANS OPEN SPACE	[illegible]
OTHER OPEN SPACE	[illegible]
TOTAL OPEN SPACE PROVIDED	[illegible]
PARKING	
* PER DWELLING UNIT	[illegible]
GUEST PARKING	[illegible]
TOTAL PARKING SPACES PROVIDED	[illegible]



GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

GRAPHIC SCALE

1" = 50'

SETBACKS

FRONT (GARAGE)	20'
FRONT (HOUSE)	15'
SIDE	5'
CORNER/SIDE	10'
REAR	15'

OWNER/DEVELOPER

NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6100
CONTACT: PAUL WAGNER

CONCEPTUAL LANDSCAPE PLAN FOR HUALAPAI/DORRELL

NEVADA HOMES GROUP
6895 WEST SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6100

CITY OF LAS VEGAS

vtn nevada

DRAWN BY: JAA 5/17/04
DESIGNED BY: JAA 5/17/04
CHECKED BY:
PROJECT NO: 6438
SCALE: 50' HORIZ. 50' VERT.

SHEET 02
2 OF 2 SHEETS
DRAWING NO. 6438-CLV

RECEIVED
JAN 19 2011

EOT-40746

PAT#1233314

DORRELL LANE

S 89°23'25"E 347.44'

CL to CL = 209.41'

HUALAPAI WAY

50-FOOT (1/2) STREET IMPROVEMENT

N 00°08'16"E 670.00'

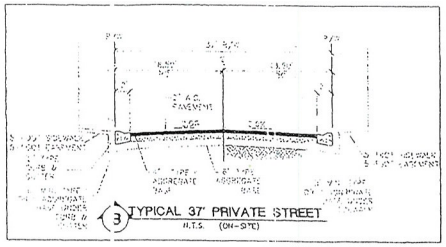
S 00°02'16"E 669.79'

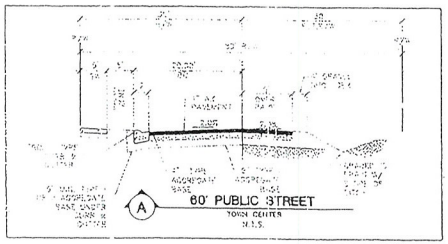
APN#125-19-201-004

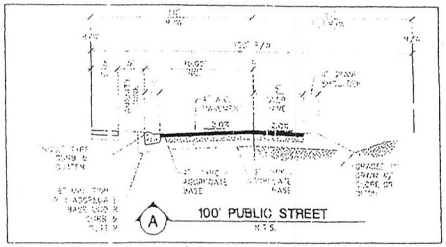
APN#125-19-201-005

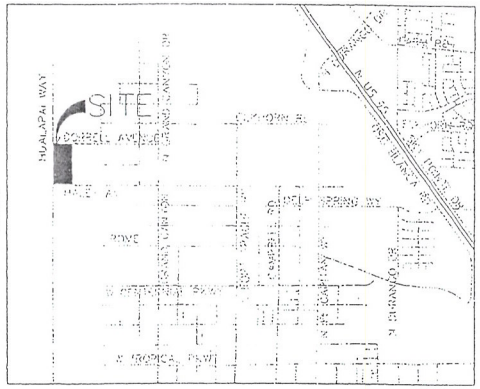
N 89°25'41"W 349.60'

HALEY AVENUE





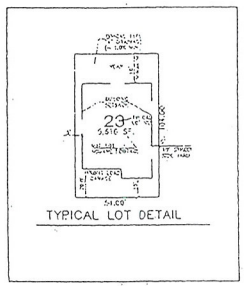




LOCATION MAP

PROJECT SUMMARY

PROJECT DESCRIPTION	
ASSESSOR'S PARCEL NO.	
GROSS ACRES	
NET ACRES	
GENERAL PLAN	
ZONING	
PROPOSED LAND USE	
DENSITY	
PROPOSED NUMBER OF UNITS	
DEPOSITS, REQUIRED	
OPEN SPACE REQUIRED	
PROPOSED USABLE OPEN SPACE	
OTHER OPEN SPACE	
TOTAL OPEN SPACE PROVIDED	
PARKING	
REQ. NUMBER OF UNITS	
GUEST PARKING	
TOTAL PARKING SPACES PROVIDED	





GRAPHIC SCALE

1" = 30'

GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

SETBACKS	
FRONT (GARAGE)	20'
FRONT (HOUSE)	15'
SIDE	5'
CORNER/SIDE	10'
REAR	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-0200
CONTACT: PAUL WAGNER

6	1-19-05	JSA
5	1-18-05	JSA
4	12-14-04	JSA
3	12-06-04	JSA
2	7/27/04	JSA
1	4/23/04	JSA

- 6 - ADDED STREET TO WEST - ADD 35 AREA FOR LOT #
- 5 - MOVED STREET TO FEET TO THE WEST.
- 4 - ADDED 5 FEET OF SIDEWALK ON HUALAPAI WAY
- 3 - ADDED DRIVEWAY ACCESS TO THE EAST
- 2 - REVISED TO 15 LOTS / CHANGED OPEN SPACE
- 1 - CHANGE 37-FOOT FROM PUBLIC TO PRIVATE STREET

REVISIONS

NEVADA HOMES GROUP
6895 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-0200

CITY OF LAS VEGAS

SITE DEVELOPMENT PLAN
FOR
HUALAPAI/DORRELL

nevada COMPANY, INC. • LAND DEVELOPMENT • 6895 W. SAHARA AVE. • SUITE # 201 • LAS VEGAS, NEVADA 89117 • (702) 220-0200 • FAX (702) 360-7341

DRAWN BY: JSA 5/17/04
DESIGNED BY: JSA 5/17/04
CHECKED BY:
PROJECT NO: 6438
SCALE: HORZ. 30' VERT. 30'

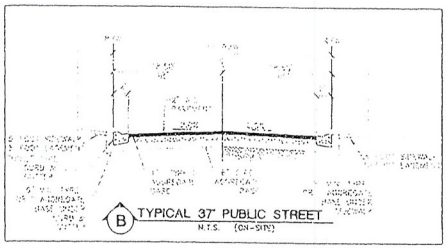
SHEET 01
1 OF 2 SHEETS
DRAWING NO. 6438-CLV

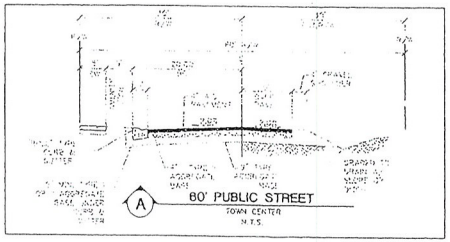
RECEIVED
JAN 19 2011

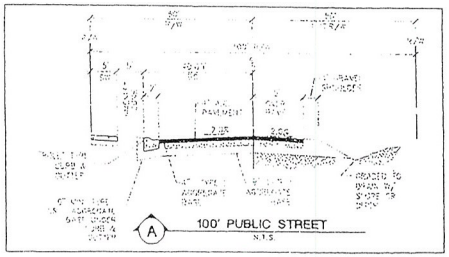
EOT-40746

TREE/PLANT SCHEDULE

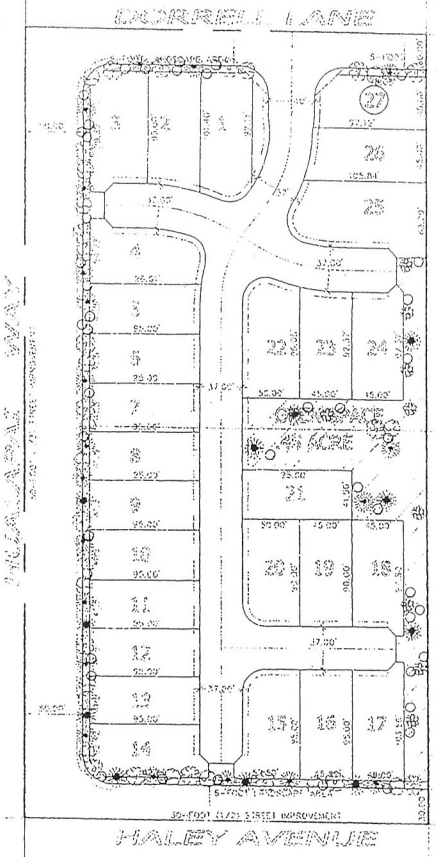
SYM.	QTY.	SIZE	SPACING	NAME
	70	24" BOX	VARIES	MODESTO ASH
	17	24" BOX	VARIES	MONDEL PINE
	20	VARIES	N/A	DATE PALM
	11	13 GALLON	VARIES	PHOTINIA
	43	15 GALLON	VARIES	FLOWERING PLUM
	9	1 GALLON	VARIES	GROUND SHRUBS

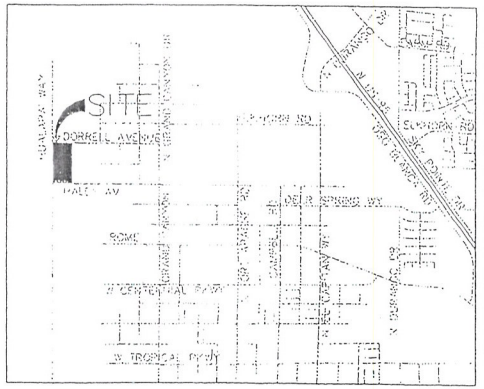




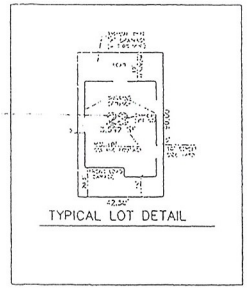


PAT#1233314



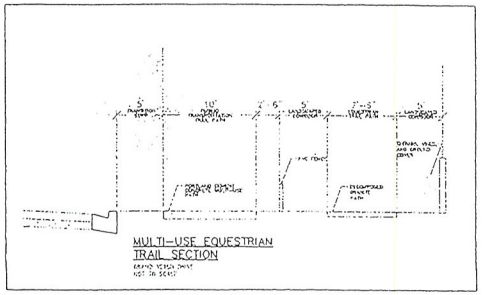


LOCATION MAP



PROJECT SUMMARY

PROJECT INFORMATION	
APPROVED PLANNED UNIT DEVELOPMENT	125-19-201-006 & 201
GROSS ACRES	4.93 ACRES
CURRENT GENERAL PLAN	R - PUD
CURRENT ZONING	RS - SINGLE FAMILY RESIDENTIAL
PROPOSED ZONING	R-PUD - SFD ALLEY/REAR ACCESS
PROPOSED LAND USE	SINGLE FAMILY DETACHED
PROPOSED DENSITY (# UNITS)	37 LOTS
EXISTING DENSITY	5.42 (UNITS)
OPEN SPACE	
OPEN SPACE REQUIRED	10% OF GROSS
PROPOSED USABLE OPEN SPACE	19,000 SF
OTHER OPEN SPACE	N/A
TOTAL OPEN SPACE PROVIDED	19,000 SF
PARKING	
# PER DWELLING UNIT	2
GUEST PARKING	74
TOTAL PARKING SPACES PROVIDED	74 SPACES



GENERAL NOTES :

1. There are no existing structures located within the property boundary.
2. The lot dimensions are preliminary and may vary with the mapping process.
3. The boundary for this project is from "of record information". The of record boundary will most likely differ from the surveyed boundary.
4. Some lot lines and dimensions may change during the final mapping process.

GRAPHIC SCALE

1" = 30'

SETBACKS	
FRONT (GARAGE)	20'
FRONT (HOUSE)	15'
SIDE	5'
CORNER/SIDE	10'
REAR	15'

OWNER/DEVELOPER
NEVADA HOMES GROUP
6555 W. SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6707
CONTACT: PAUL WAGNER

NEVADA HOMES GROUP
6555 WEST SAHARA AVENUE, SUITE # 201
LAS VEGAS, NEVADA 89117
(702) 220-6707

CITY OF LAS VEGAS

CONCEPTUAL LANDSCAPE PLAN
FOR
HUALAPAI/DORRELL

DRAWN BY: JAL 3/17/04
DESIGNED BY: JAL 3/17/04
CHECKED BY:
PROJECT NO. 6438
SCALE: 30' HORIZ. 30' VERT.

SHEET 02
2 OF 2 SHEETS
DRAWING NO. 6438-CLV

RECEIVED
JAN 19 2011

EOT-40746



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

January 21, 2005

Mr. Joseph Bonifatto
Hualapai Nevada, Limited Liability Company
8350 West Sahara Avenue, Suite #290
Las Vegas, Nevada 89117

RE: VAR-5377 - VARIANCE
CITY COUNCIL MEETING OF JANUARY 19, 2005
Related to ZON-4623 and SDR-4626

Dear Mr. Boniffato:

The City Council at a regular meeting held January 19, 2005 APPROVED the request for a Variance TO ALLOW NO OPEN SPACE WHERE 13,633 SQUARE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 19 LOT SINGLE-FAMILY DEVELOPMENT on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)]. The Notice of Final Action was filed with the Las Vegas City Clerk on January 20, 2005. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-4623), and Site Development Plan Review [SDR-4626].

2. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

3. In lieu of compliance with the open space requirements of Municipal Code 19.06.040, the developer will be allowed to make a contribution to the City of Las Vegas Parks CIP Fund in the amount of $54,532 to be utilized by the City Council for improvements to existing public parks nearby. This contribution must be made to Land Development prior to approval of a Final Map, otherwise the developer is still required to comply with the Open Space requirement in accordance with Title 19 of the Las Vegas Municipal Code.

RECEIVED
JAN 19 2011

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

EOT-40746

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

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Paul Wagner
Nevada Homes Group
6985 West Sahara Avenue, Suite #201
Las Vegas, Nevada 89117

Mr. John Field
KKBR
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89109

RECEIVED
JAN 19 2011

EOT-40746

WAGNER HOMES, INC.
6985 W. SAHARA AVE., SUITE 201
LAS VEGAS, NV 89117
702-220-6200
702-257-7715 (fax)

January 18, 2011

City Of Las Vegas Planning & Development Department
Current Planning Division
731 S. 4th Street
Las Vegas, NV 89101

Re: Extension of Time for Time for Waiver WVR-22255
Day Dawn Ridge
APN #125-19-201-001,003

Wagner Homes, Inc. respectfully submits this letter and application for a four (4) year Extension of Time for Waiver WVR-22255.

An extension of time is requested to allow time for the housing market to recover. The product proposed for this site is the same product being offered in the existing subdivisions that Wagner Homes is currently selling. The existing subdivisions will need to be nearly sold out prior to offering this product on a new site so Wagner Homes will not be competing against themselves.

This site will be developed as a single family residential subdivision located at the corner of Hualapai Way and Dorrell Lane. An Extension of Time application is also being filed on related SDR-22253 for this project.

We appreciate your consideration of this application. Should you have any questions please don't hesitate to contact me by phone at 702-220-6200 or e-mail nhg.paul@yahoo.com.

RECEIVED
JAN 19 2011

Sincerely,

Paul Wagner
President

EOT-40746

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 2, 2011

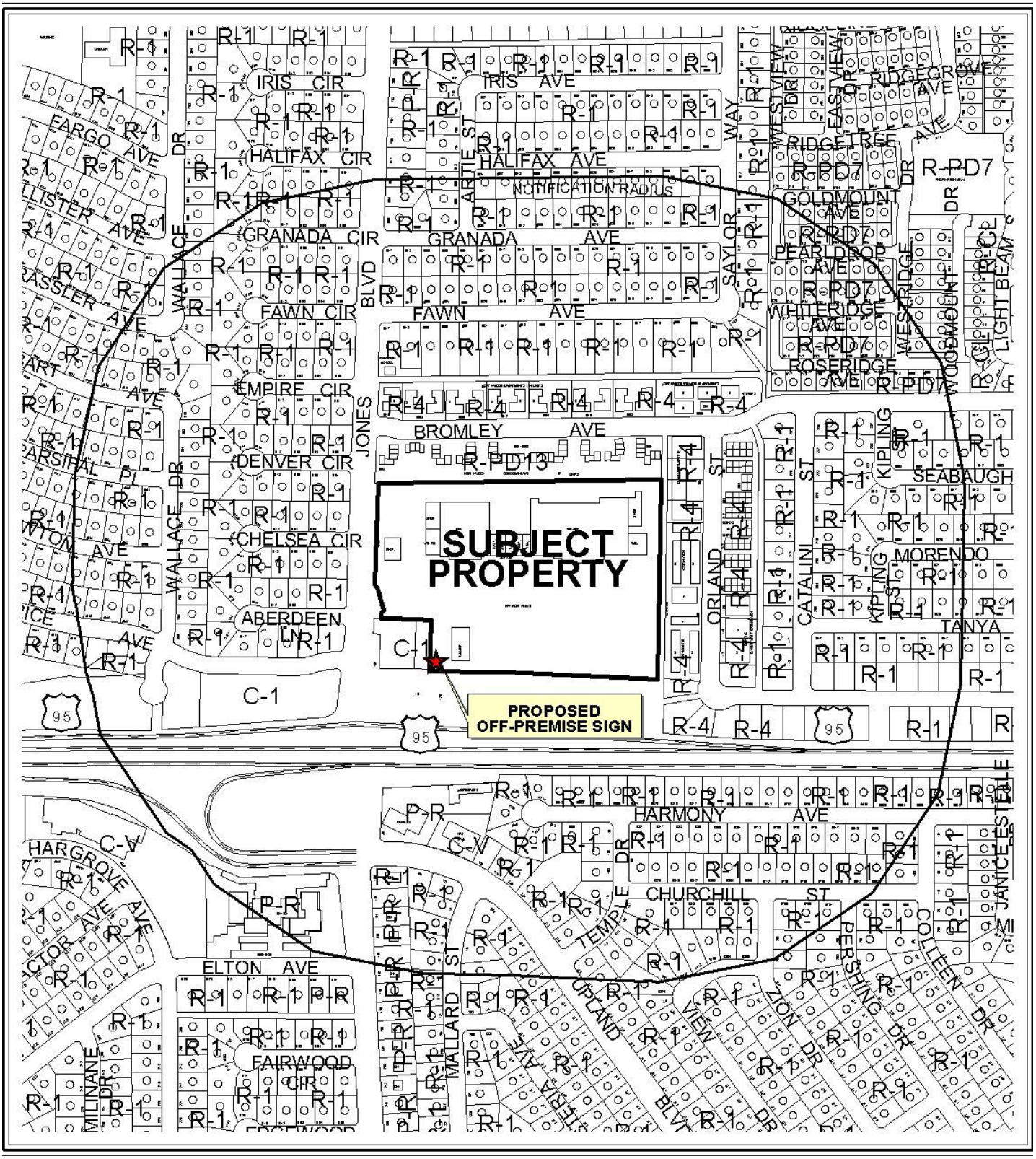
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-39433 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**4**
City Council Meeting	**5**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL, subject to conditions:

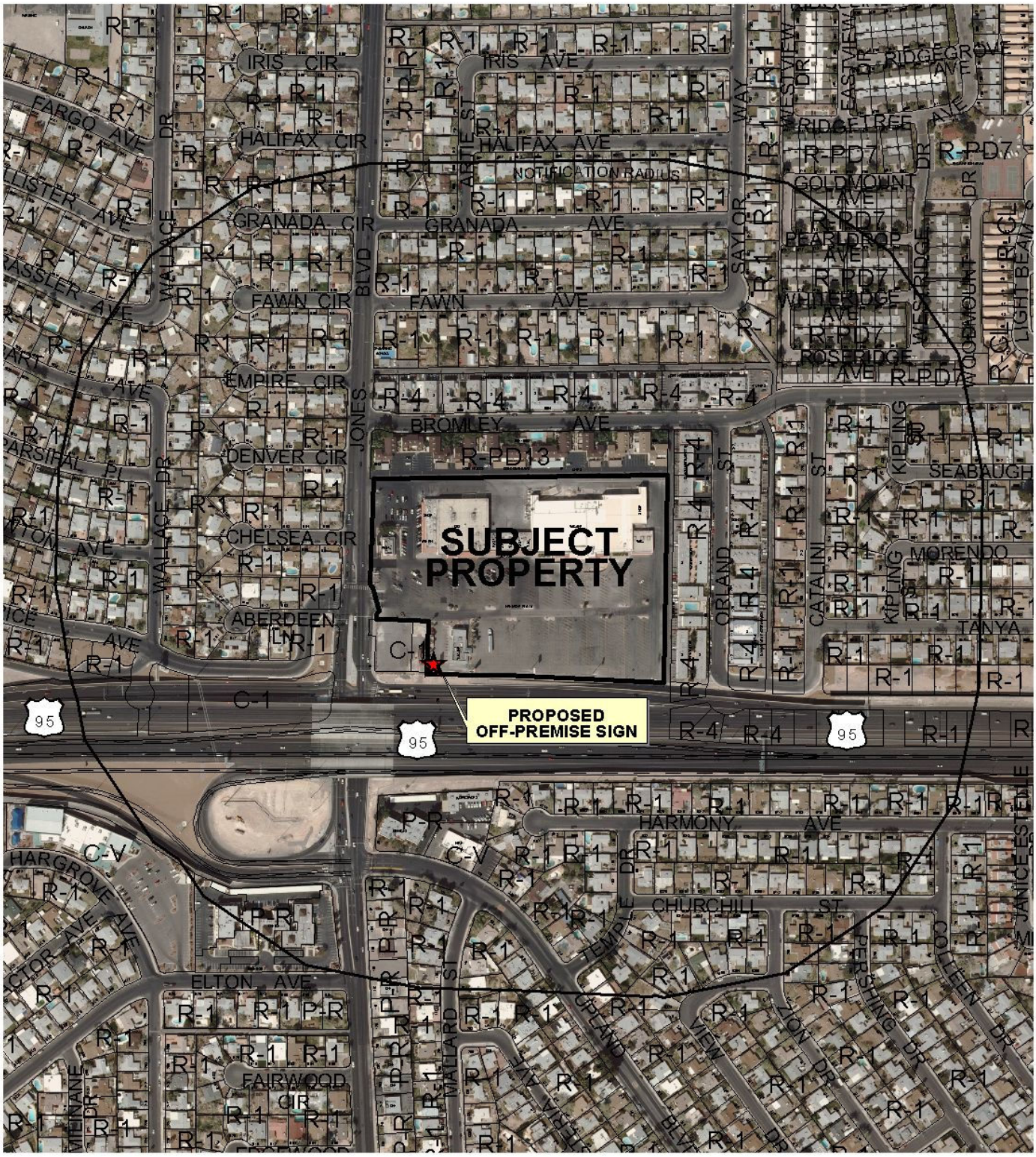
BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-39433 and SUP-39432
2. Conditions and Staff Report - VAR-39433 and SUP-39432
3. Supporting Documentation
4. Photos - VAR-39433 and SUP-39432
5. Justification Letter - VAR-39433 and SUP-39432
6. Protest/Support Postcards – VAR-39433 and SUP-39432
7. Backup referenced from the October 21, 2010 Planning Commission Meeting for VAR-39433 and SUP-39432



CASE: **VAR-39433 AND SUP-39432**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **VAR-39433 AND SUP-39432**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE FEBRUARY 2, 2011 CITY COUNCIL MEETING AT THE APPLICANT'S REQUEST

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-39433	Staff recommends DENIAL, if approved subject to conditions:	N/A
SUP-39432	Staff recommends DENIAL, if approved subject to conditions:	VAR-39433

**** CONDITIONS ****

VAR-39433 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-39432) 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. 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. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-39432 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Off-Premise Sign use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-39433) 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. 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. The existing sign at 110 North Jones Boulevard shall be removed prior to the issuance of any building permit for the proposed sign. A demolition permit is required.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. This Special Use Permit shall be reviewed in three year(s), at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

7. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

8. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

9. Only one advertising sign is permitted per sign face.

10. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit and Variance shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

11. The Off-Premise Sign supporting structure shall be redesigned to include finish materials that complement the existing on-site building. The entire face-area of both sides of the Off-Premise Sign shall be signage area or its border framework; none of the supporting structure shall be visible aside from the support pole.

12. Bird deterrent devices shall be installed on the sign.

13. A Demolition Permit shall be obtained, prior to the removal of the existing Off-Premise Sign.

14. The protective island at the base of the sign shall be curbed and ground cover shall be provided. The island shall not reduce required drive aisles to less than 24 feet.

15. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.

16. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

17. The proposed off premise sign shall not be located within the public right-of-way or interfere with Site Visibility Restriction Zones. The sign base shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for the removal of an existing 50-foot tall, 14-foot by 48-foot Off-Premise Sign, located at 110 North Jones Boulevard, and to permit a 65-foot tall, 14-foot by 48-foot Off-Premise Sign located at 120 North Jones Boulevard. An existing 25-foot On-Premise Freestanding Sign is presently located where the proposed Off-Premise Sign is to be installed; the applicant has indicated that this sign will be removed. The proposed Off-Premise Sign does not meet the minimum requirements of Title 19.14, as indicated by the request for the height Variance, and staff recommends denial. If denied, the existing 50-foot, tall 14-foot by 48-foot Off-Premise Sign would remain.

ISSUES

- An Off-Premise Sign use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- Due to the height of the proposed sign, approval of a Variance (VAR-39433) is required to approve the associated request for a Special Use Permit (SUP-39432).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/22/97	The City Council approved a Special Use Permit (U-0107-96) to allow a 50-foot tall, 14-foot by 48-foot (672 square feet each side) Off-Premise Sign at 110 North Jones Boulevard, subject to a five-year review. The Board of Zoning Adjustment and staff recommended approval.
02/20/02	The City Council approved the Required Five-Year Review [U-0107-96(1)] of an approved Special Use Permit (U-0107-96) for a 14-foot by 48-foot (672 square feet each side) Off-Premise at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
07/07/04	The City Council approved a Required Two-Year Review (RQR-3686) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
09/06/06	The City Council approved a Required Two-Year Review (RQR-13987) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.

10/01/08	The City Council approved a Required Two-Year Review (RQR-28940) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
10/21/10	The Planning Commission voted (6-0-1/rt) to recommend APPROVAL of companion items VAR-39433 and SUP-39432 (PC Agenda Items #51-52/jg).
11/17/10	The City Council voted to hold this item in abeyance to the December 15, 2010 City Council meeting.
12/15/10	The City Council voted to hold this item in abeyance to the January 19, 2011 City Council meeting
01/19/11	The City Council voted to hold this item in abeyance to the February 2, 2011 City Council meeting
02/02/11	The City Council voted to hold this item in abeyance to the March 2, 2011 City Council meeting

Most Recent Change of Ownership	
09/28/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/17/97	A building permit (97003468) was issued for a 50-foot tall, 14-foot by 48-foot (672 square feet each side) Off-Premise Sign at 110 North Jones Boulevard. The permit was finaled on 03/04/97.
08/19/04	A building permit (04019099) was issued under plan check L-3214-04 to relocate the existing billboard due to the widening of US-95. The permit was re-issued on 07/10/08 and a letter from a Profession Engineer licensed with the State of Nevada was provided in lieu of a #225 Final Inspection per Title 19.14.100(D)6.b.

Pre-Application Meeting	
08/27/10	A pre application meeting was held with the applicant, where the submittal requirements for a Special Use Permit and Variance were discussed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/16/10	The site contains an existing 50-foot Off-Premise Sign, with a storage container at the base containing equipment, ripped chain link fencing and no bird deterrent devices.

Details of Application Request	
Site Area	
Net Acres	14.49

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Condominiums	M (Medium Density Residential)	R-PD13 (Residential Planned Development – 13 Units per Acre)
South	Right-of-Way (US 95)	Right-of-Way (US 95)	Right-of-Way (US 95)
East	Apartments	M (Medium Density Residential)	R-4 (High Density Residential)
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			
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

DEVELOPMENT STANDARDS

Standards	***Code Requirement***	***Provided***	***Compliance***
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Sign is not in right-of-way and is not located within the Off-Premise Sign Exclusionary Zone	Y

Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-V, C-M and M Zoning Districts only	Sign is in C-1 Zoning District	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	672 square feet with no embellishments	Y
Height	An Off-Premise Sign within 150 feet of the right-of way of an elevated freeway or highway to which it is oriented may be erected 30 feet above the elevation of the elevated roadway surface nearest the sign.	65 feet (58 feet above US-95)	N
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements screened from view	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95	Approximately 830 feet	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	Approximately 308 feet from closest residentially-zoned property	Y

Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The Off-Premise Sign is permanently secured to the ground on C-1 (Limited Commercial) zoned property.	Y

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Jones Boulevard: Secondary Collector	Master Plan of Streets and Highways	80	Y

ANALYSIS

An Off-Premise Sign use is defined by Title 19.20.020 as "any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is not located nor available on the lot where the sign is erected or placed."

The subject site contains an existing Shopping Center and is located in the Airport Overlay District (175 feet); the proposed Off-Premise Sign meets the restriction of 175 feet. Title 19.14.100(C) 7(a) allows for an Off-Premise Sign within 150 feet of the right-of-way line of an elevated freeway or highway to which it is oriented to be erected 30 feet above the elevation of the elevated roadway surface nearest the sign. The Off-Premise Sign 50 feet tall would be permitted with the approval of Special Use Permit (SUP-39432), but the requested height of 65 feet is 15 feet taller than permitted, which is a 23 percent deviation, and would require approval of a variance (VAR-39433).

Since the hardship is a self-created, staff recommends denial of the Variance and consequently, staff recommends denial of this Special Use Permit request.

FINDINGS (VAR-39433)

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 an Off-Premise Sign that is 15 feet taller than permitted by code. Alternatively, the Off-Premise Sign could be lowered to 50 feet in height to conform to 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 (SUP-39432)

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 is compatible with existing surrounding land uses; however, the height of the structure exceeds that allowed by Title 19.14, and will not be harmonious with the surrounding existing land uses.

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 existing Off-Premise Sign use. However, the height of the structure on the lot does not conform to Title 19.14 standards.

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 subject sites is provided via Jones Boulevard. The sites will be sufficiently served by existing roadway facilities.

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.**

   As conditioned, the proposed use meets all applicable conditions of Title 19.04, with the exception of the requested height of 65 feet.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 590 (By City Clerk)

APPROVALS 6

PROTESTS 14

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SEP 0 2 2010

Case Number: **VAR-39433** APN: 138-25-404-004

Name of Property Owner: D&W Inc. c/o General Growth Properties (GGP)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: WENDELL E. TOBLER

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: Wendell E Tobler

Print Name: WENDELL E. TOBLER

Subscribed and sworn before me

This 14 day of July, 2010

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED SEP 0 2 2010

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 120 N. Jones Blvd.

Project Name US 95 / Jones Relocation **Proposed Use** Off-premise sign

Assessor's Parcel #(s) 138-25-404-004 **Ward #** 1

General Plan: existing SC proposed ____ **Zoning:** existing C-1 proposed ____

Commercial Square Footage 672 **Floor Area Ratio** ____

Gross Acres 12.8 **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER D& W Inc. c/o GGP **Contact** Cynthia Stanley-Lee

Address 4300 Meadows Lane **Phone:** (702) 878-3331 **Fax:** ____

City Las Vegas **State** NV **Zip** 89107

E-mail Address ____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as Applicant **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* Wendell E. Tobler

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

Print Name WENDELL E. TOBLER

Subscribed and sworn before me

This 14 day of July, 20 10.

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
My appointment expires ____, 2011

Revised 10/27/08

FOR DEPARTMENT USE ONLY

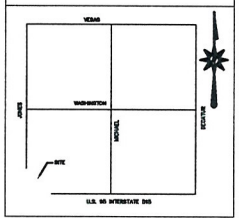
Case #	VAR 39433
Meeting Date:	10.21.10
Total Fee:	$830.-
Date Received:*	9.2.10
Received By:	JFA

*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

PARKING ANALYSIS		
TYPE OF SPACE	TOTAL EXISTING	REQUIRED BY ZONING
REGULAR	699	468
HANDICAP	22	9
TOTAL	721	477
TAKEN BY NEW SIGN	1	
TOTAL	720	477

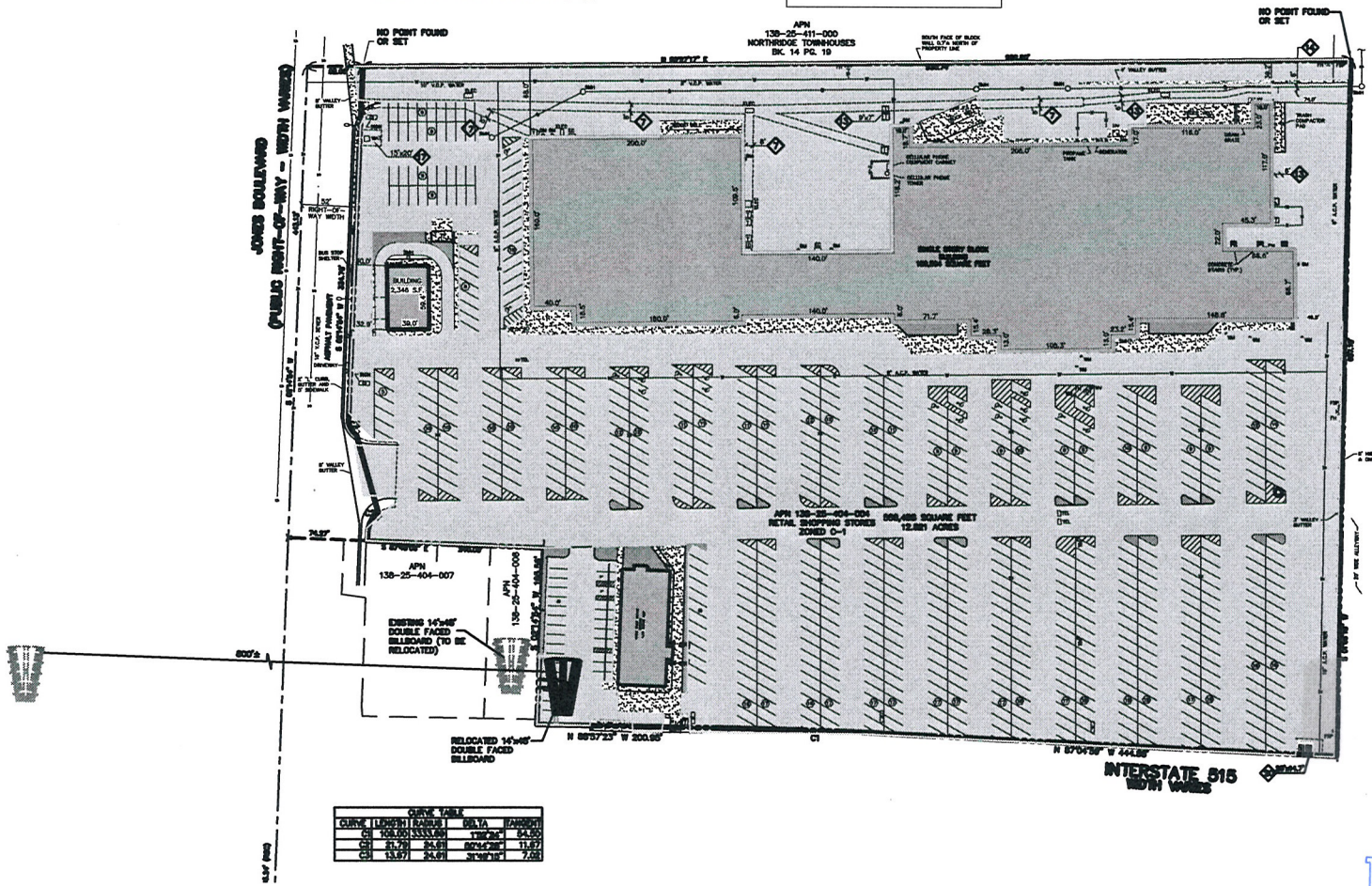
VICINITY MAP NOT TO SCALE



SCALE 1" = 80'

BASIS OF BEARING

NORTH 00°14'54" EAST – THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS SHOWN ON NEVADA HIGHWAY DEPARTMENT DRAWINGS.



LEGEND

- POINT FOUND AS NOTED
- STREET CENTERLINE
- PROPERTY LINE
- BUILDING LINE
- BLOCK WALL
- CHAIN LINK FENCE
- OVERHEAD POWER & TELEPHONE LINE
- EDGE OF PAVEMENT
- STREETLIGHT
- AREA LIGHT
- POWER TRANSFORMER
- ELECTRIC VAULT
- POWER POLE
- GUY ANCHOR
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WATER VAULT
- SANITARY SEWER MANHOLE
- GAS METER
- ELECTRICAL CABINET
- TRASH ENCLOSURE
- SIGN
- FIRE STAND PIPE
- POWER METER
- PARKING SPACES

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	105.00'	5330.00'	1°08'06"	54.52'
C2	21.79'	24.61'	50°44'26"	11.67'
C3	13.97'	24.61'	32°30'15"	7.20'

VAR-39433
SUP-39432
REVISED

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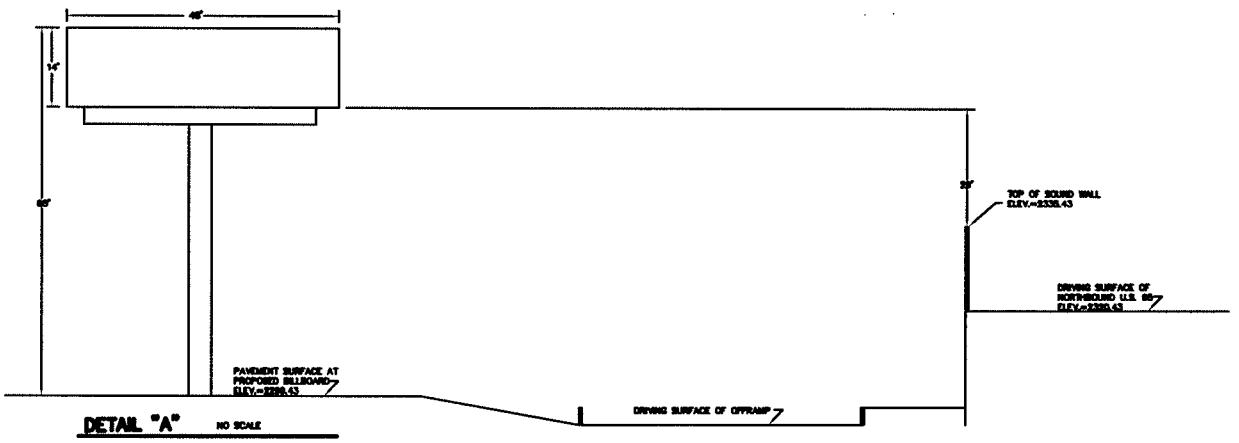
SEP 28 2010

BILLBOARD PLAN
A.P.N. 138-25-404-004
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
CITY OF LAS VEGAS CLARK COUNTY NEVADA

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS
1210 HINSON STREET LAS VEGAS, NEVADA 89102
PH. (702) 870-5777 FAX (702) 870-2666

LAMAR ADVERTISING

SHEET 1 OF 2 SHEETS



DETAIL "A" NO SCALE



DECLARATION:

OFF-PREMISES SIGNS NOT PERMITTED:

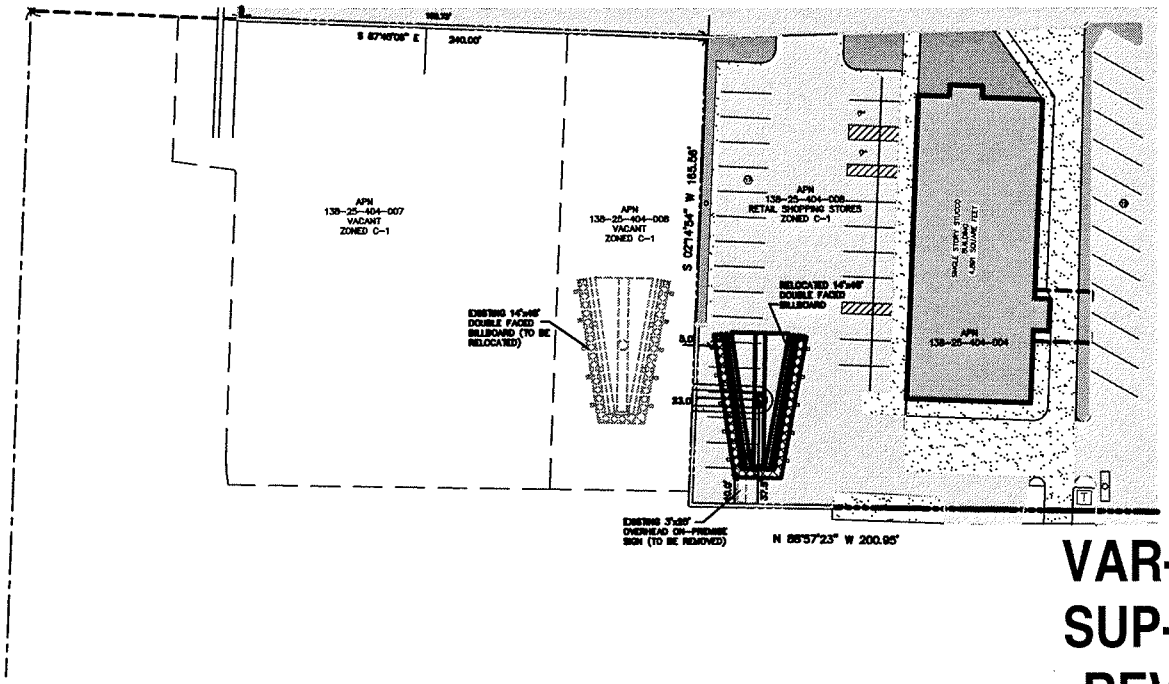
WITHIN 750' OF ANY OTHER OFF-PREMISES SIGN ALONG A FREEWAY OR FEDERAL ROUTE.

WITHIN 300' OF ANY OTHER OFF-PREMISES SIGN ON THE SAME SIDE OF A PUBLIC RIGHT-OF-WAY.

WITHIN 300' OF ANY RESIDENTIALLY ZONED PROPERTY.

WITHIN 50' OF THE POINT OF INTERSECTION OF ANY ROADWAY.

TO FLAG OVER ANY BUILDING OR STRUCTURE.



VAR-39433
SUP-39432
REVISED

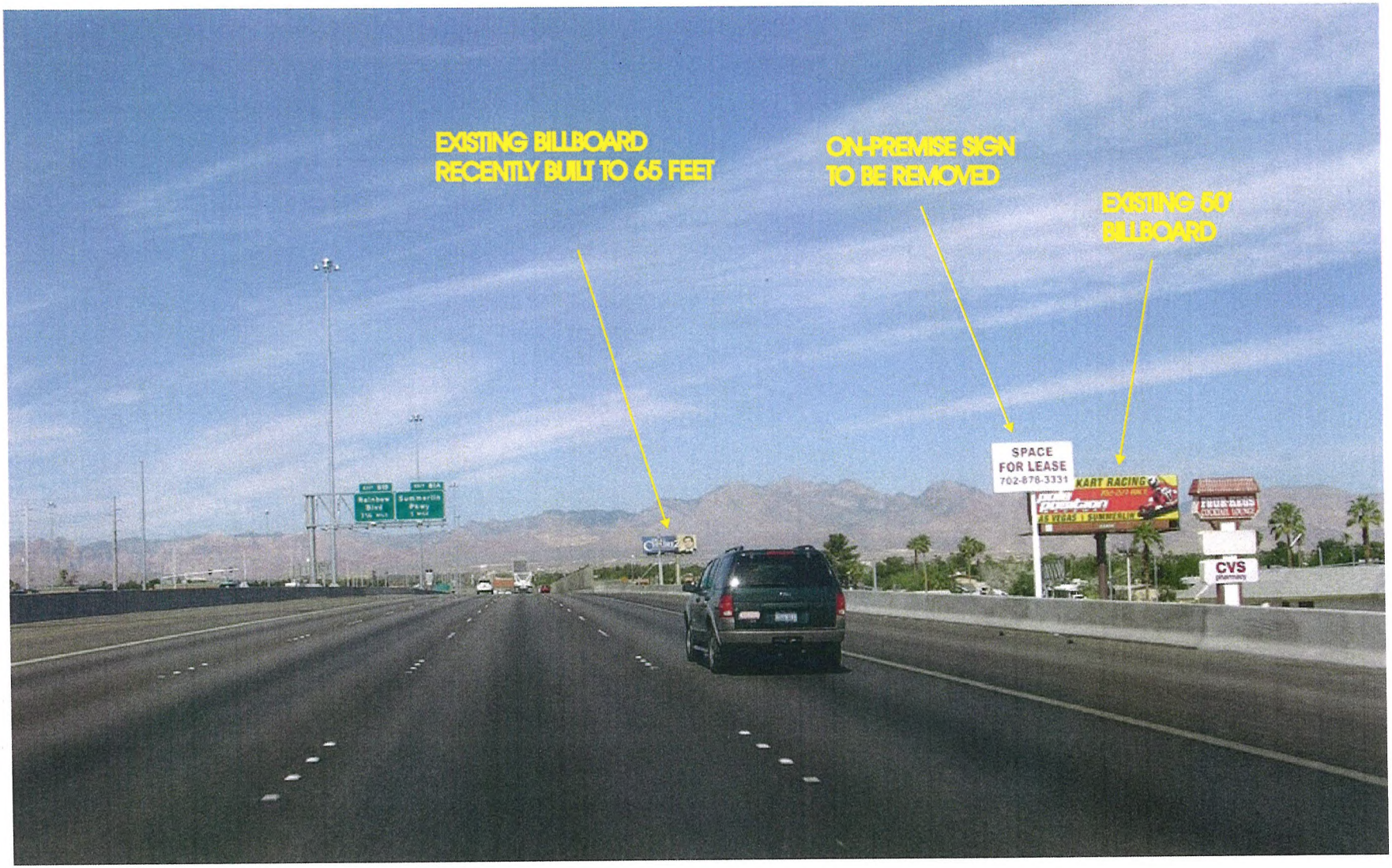
SEP 28 2010

LAMAR ADVERTISING

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
1210 HINSON STREET LAS VEGAS, NEVADA 89102
PH. (702) 870-5771 FAX (702) 878-2895

BILLBOARD PLAN
A.P.N. 138-25-404-004
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
CITY OF LAS VEGAS CLARK COUNTY NEVADA

SHEET 2 OF 2



CURRENT VIEW

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SEP 02 2010

VAR-39433
SUP-39432



VIEW WITH ON -PREMISE SIGN REMOVED AND BILLBOARD RELOCATED AND REBUILT TO 65'

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SEP 02 2010

VAR-39433
SUP-39432



EASTBOUND VISIBILITY AT 65' OVERALL HEIGHT.

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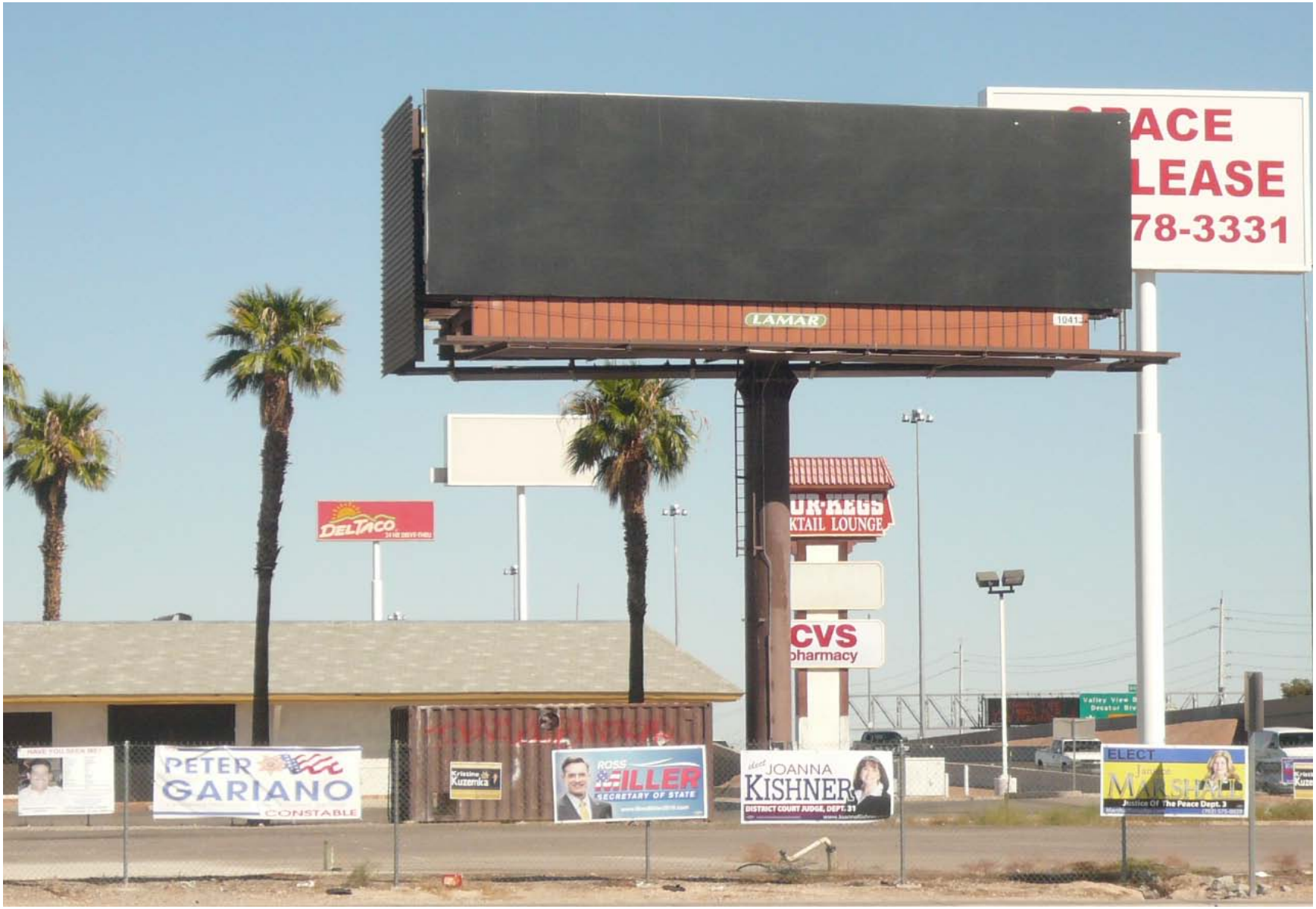
SEP 0 2 2010

VAR-39433
SUP-39432



VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10



VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10



VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10



VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10



VAR-39433 & SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: D&W, INC.
120 NORTH JONES BOULEVARD

09/16/10

LAMAR ADVERTISING COMPANY

SEP 0 2 2010

May 17, 2010

City of Las Vegas
Planning and Development
731 S. 4th Street
Las Vegas, NV 89101

Dear Sir:

Lamar Central Outdoor, LLC ("Lamar") desires to construct a new 65' tall billboard upon the southwest portion of the property located at 120 N. Jones Blvd (APN 138-25-404-004). In conjunction with the construction of the new billboard, Lamar will remove its existing billboard (Special Use Permit U-0107-96) located upon the adjacent property at 110 N. Jones Blvd (APN 138-25-404-008). In addition, Lamar will remove the existing on-premise "For Lease" sign located on the subject property at 120 N. Jones Blvd.

With the removal of its existing billboard on the adjacent property, the new billboard will conform to all codified separation distance requirements from other billboards and residential properties. Just as the existing billboard is now, the new billboard would be within 60' of, and oriented toward, the US 95 Highway. The property upon which the proposed sign would be located is zoned C-1 and is not located in the billboard exclusionary zone.

In addition, Lamar desires a Variance to construct the new sign to an overall height of 65' due to the existence of a nearby noise abatement wall to the west of the proposed location. At 65' overall height, the sign would be 43' above the top of the sound wall which is less than the 45' allowed by code. Also, the height of 65' is consistent with the height of an existing billboard located approximately 800' to the west of the proposed site that was recently approved by the City Council. Although the code permits an existing sign to be raised to 65' with a Minor Site Development Plan Review when it is obstructed by a noise abatement wall, it requires a Variance for new signs to be permitted at 65' under the same circumstances.

This application is, in essence, a relocation of a conforming billboard with a variance to allow unobstructed viewing over a noise abatement wall. It is not the construction of an additional billboard adding to the overall number of signs in the City of Las Vegas. As

1863 Helm Drive • Las Vegas, Nevada 89119
PH. (702) 873-4600 FAX (702) 873-4344

VAR-39433
SUP-39432

well, the Variance request for 65' overall height is consistent with what the City permits for existing signs when a noise abatement wall is present.

Also, if approved, Lamar would like permission to construct the new column prior to removal of the old structure. Our plan is to use the head of the old sign with a new column, so permission to construct the new column before complete demolition of the old sign would allow us to simply lift the old head onto the new column. This would preclude the need to have a large crane and tractor trailer hauler on site twice.

Lamar respectfully requests your approval.

Sincerely,

Scott Naftzger
Lease Manager
Lamar Central Outdoor, LLC

VAR-39433
SUP-39432

11/08/2010 MON 17:25 [TX/RX NO 8513] 001

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CITY CLERK
2010 NOV -9 A 8:00

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

UNITED STATES POSTAGE
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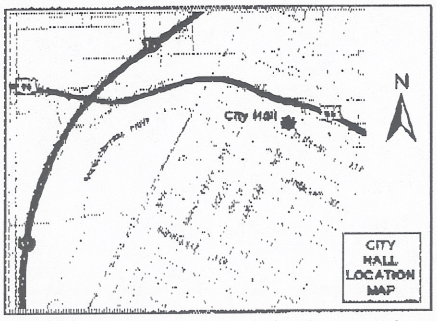
Return Service Requested
Official Notice of Public Hearing



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.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

STEWART JOSEPH & ERMA REV LIV
4523 DON VALDES DR
LOS ANGELES CA 90008-4116

APN#13825412125

11/08/2010 18:15 3232997125 SIEWART PAGE 01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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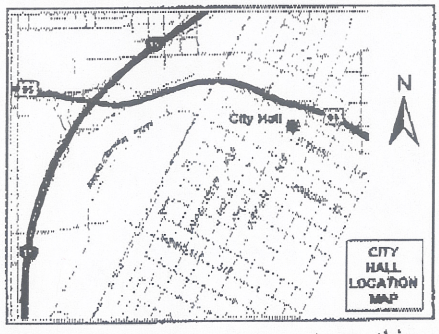
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

MEDINA JAVIER A & ANA M
3330 E UNIVERSITY
LAS VEGAS NV 89121-5139

APN#13825412023

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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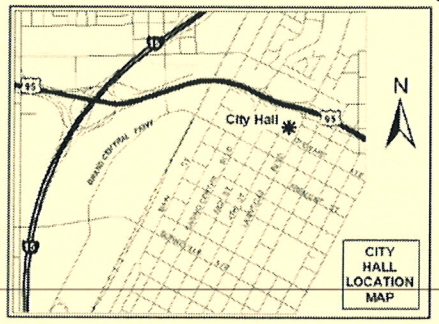
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

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2010 NOV 10 A 11:25

THOMPSON VIRGINIA LIVING TRUST
THOMPSON VIRGINIA TRS
5604 TANYA AVE
LAS VEGAS NV 89107-1662

APN#13825415036

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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NOV 05 2010
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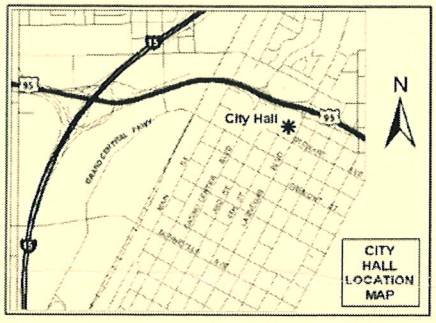
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

The present code restricts height to 50 feet, not 65

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2010 NOV 10 A 11:25

KAL-EL L L C
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

APN#13825415097

11/17/10

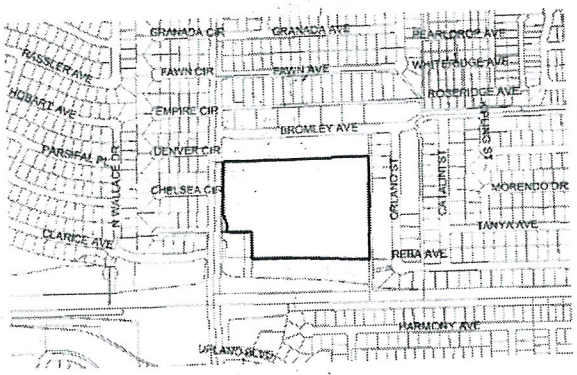
Application Information

VAR-39433 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

SUP-39432 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65 FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

50 FT. is MAXIMUM ALLOWED NO VARIANCE

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	*November 17, 2010*
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

MAXIMUM MEANS JUST THAT

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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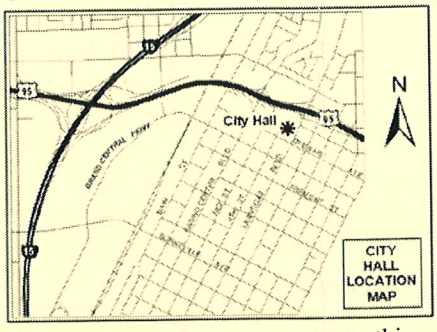

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

2010 NOV 16 A 11:11
RECEIVED CITY CLERK

CHRISTENSEN GLENN
5712 WHITERIDGE AVE
LAS VEGAS NV 89107-1508

APN#13825316044

11/17/10

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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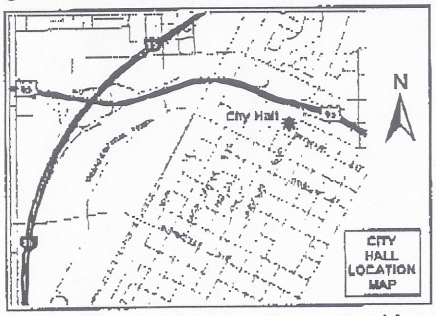

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

BAUGHMAN JAMES JEFF
5472 FLORINE ST
LAS VEGAS NV 89130-2502

APN#13825310019

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2010 NOV -9 A 8:01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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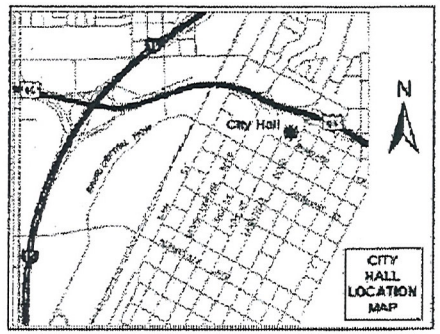

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

CHADWICK DAVID B
1157 FAN CORAL AVE
LAS VEGAS NV 89123-5304

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2010 NOV -9 P 2:40

APN#13836119003

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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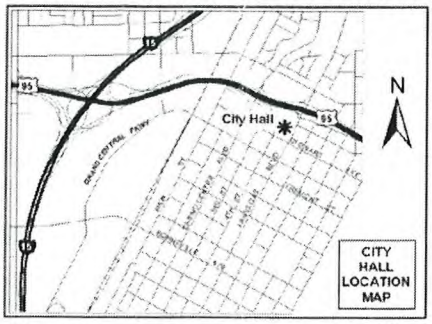
Official Notice of Public Hearing



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-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

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OCT 14 2010

Case: VAR-39433
13825314026
KUCZKOWSKI JOHN P & DONNA M
5900 GRANADA AVE
LAS VEGAS NV 89107-1465

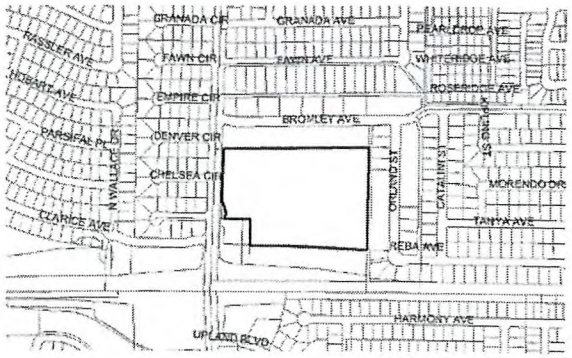
Application Information

VAR-39433 - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

SUP-39432 - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65 FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

THERE'S ALREADY TOO MANY TALL SIGNS IN THIS AREA, WE DON'T NEED ONE THAT TOWERS OVER THE OTHERS

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***October 21, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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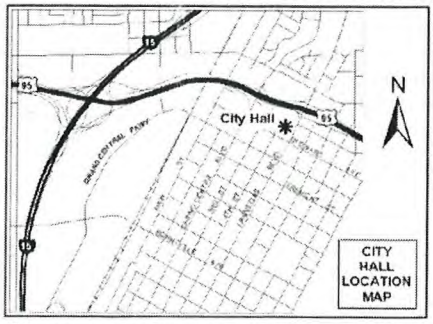


There are too many signs along the 95 at this time. Including 2 that flash lights into our home all night. Thx PRY

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-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13826812011
PRY MIMI MICHELLE M & LANCE A
312 N WALLACE DR
LAS VEGAS NV 89107-0215

RECEIVED
OCT 14 2010

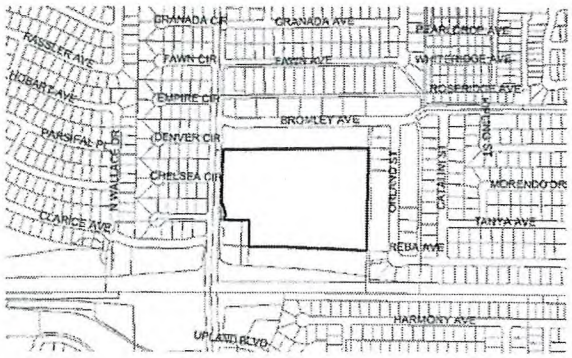
Application Information

VAR-39433 - VARIANCE - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Variance TO ALLOW A 65-FOOT TALL OFF PREMISE SIGN WHERE 50 FEET IS THE MAXIMUM HEIGHT ALLOWED on 14.49 acres at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

SUP-39432 - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65 FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

NO

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***October 21, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

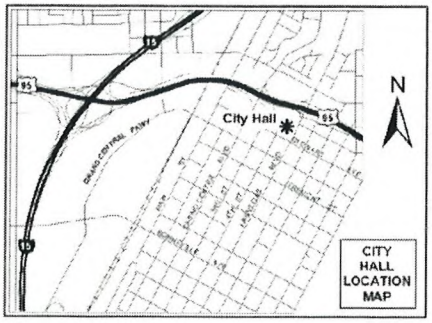
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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 OCT 08 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.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825415036
THOMPSON VIRGINIA LIVING TRUST
5604 TANYA AVE
LAS VEGAS NV 89107-1662

OCT 18 2010

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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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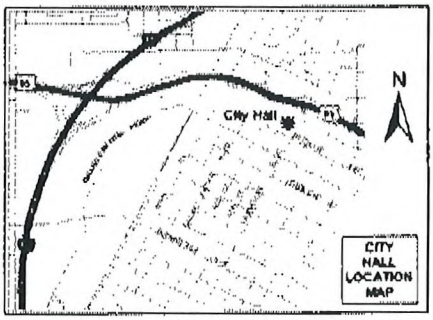

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VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825412041
STEWART JOSEPH & ERMA REV LIV TR
4523 DON VALDES DR
LOS ANGELES CA 90008-4116

10/12/2010 14:35 3232997125 STEWART PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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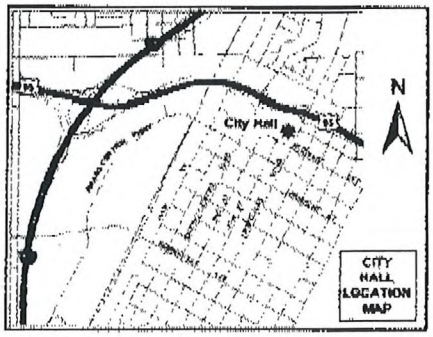

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Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825412023
MEDINA JAVIER A & ANA M
3330 E UNIVERSITY
LAS VEGAS NV 89121-5139

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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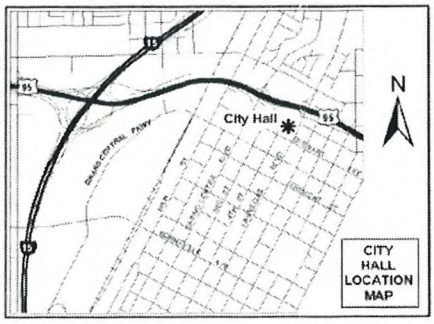

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VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825415097
SKARI LILLIAN E
10204 MIDDLE RIDGE DR
LAS VEGAS NV 89134-7606

RECEIVED
OCT 18 2010

FWD

89134@9998

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Development Services Center
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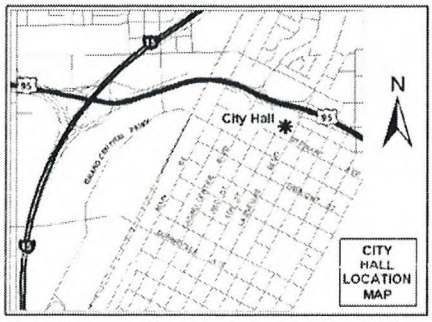

No reason for a variance.

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OCT 14 2010

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VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825415098
KAL-EL L L C
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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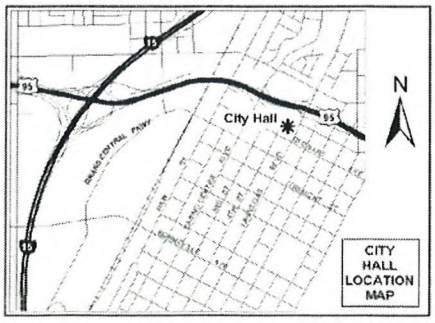

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VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13825310029
MARKHOUSE EDWARD F & CAROL M
5808 FAWN AVE
LAS VEGAS NV 89107-1429

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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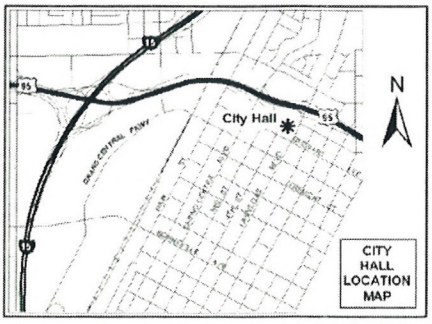

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825411028
BUI AN-DON
16050 CARLETON ST
FOUNTAIN VALLEY CA 92708-1319

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OCT 18 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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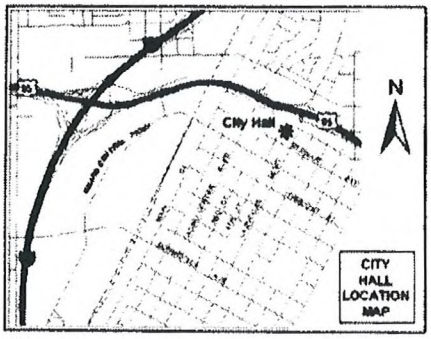

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825415088
FIRMENICH GILBERT
5517 TANYA AVE
LAS VEGAS NV 89107-1630

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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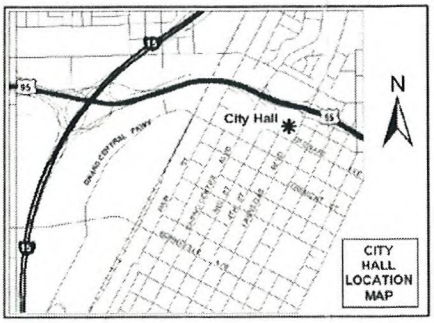
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433

13825411012
DANG TYFFANI MAI
16050 CARLETON ST
FOUNTAIN VALLEY CA 92708-1319

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OCT 18 2010

Oct 15 2010 2:32PM DAVID CHADWICK PIANO 702 368 4408 p.1

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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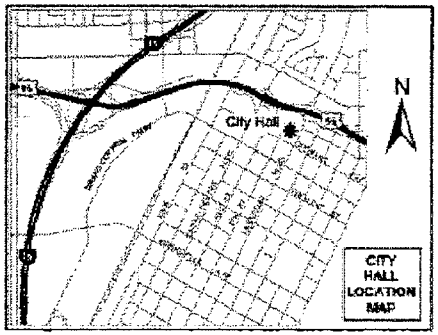

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
Planning Commission Meeting of 10/21/2010

Case: VAR-39433
13836119003
CHADWICK DAVID B
1157 FAN CORAL AVE
LAS VEGAS NV 89123-5304

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 2, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

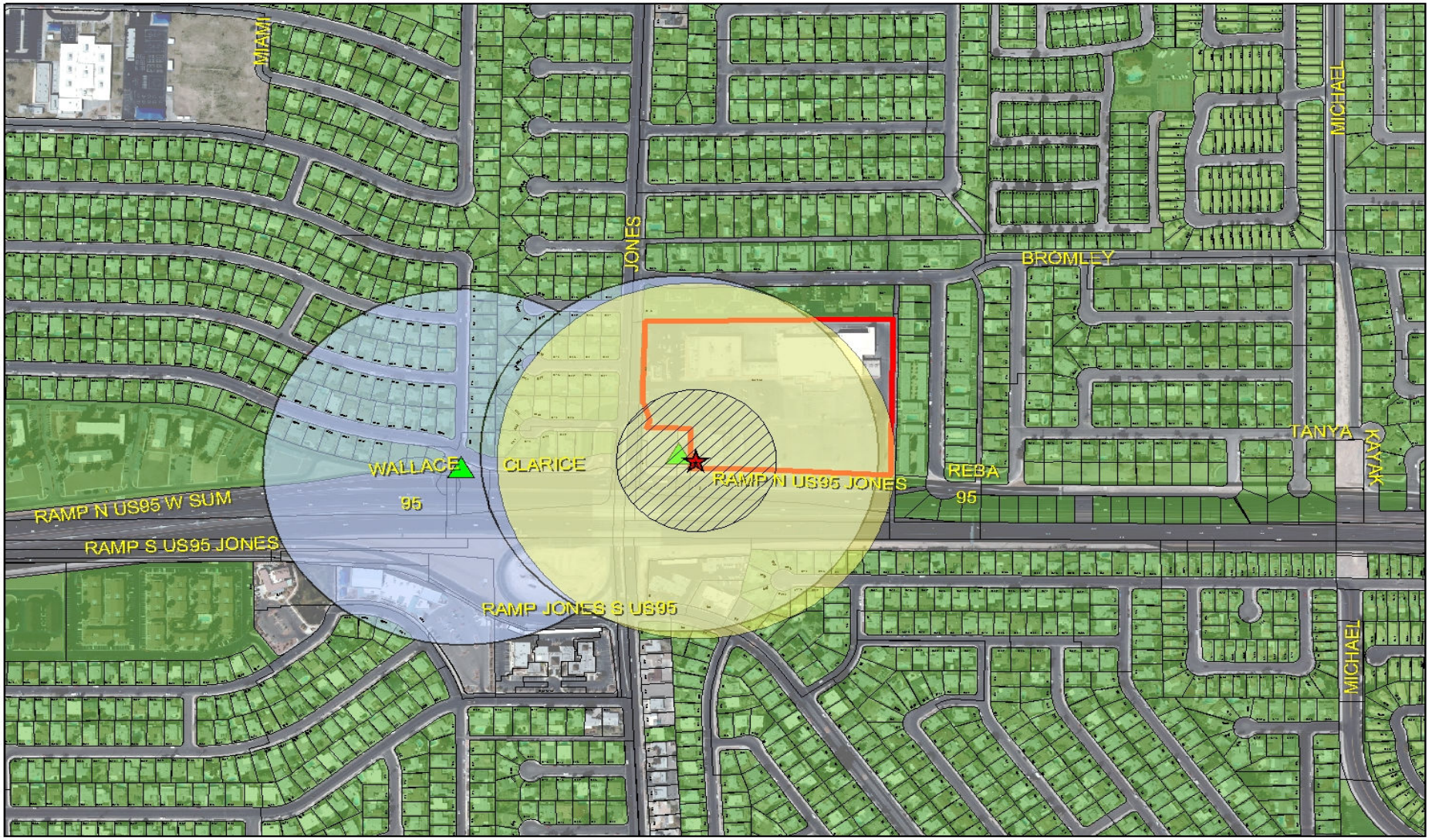
SUBJECT:
SUP-39432 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-39433 - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: D&W, INC. - Request for a Special Use Permit FOR A PROPOSED 65-FOOT TALL 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 120 North Jones Boulevard (APN 138-25-404-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**4**
City Council Meeting	**5**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Special Map
3. Supporting Documentation
4. Protest/Support Postcards

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.



SUP-39432

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- Proposed Billboard

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Proposed 300 Foot Billboard Buffer
- Proposed 750 Foot Freeway Billboard Buffer
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SEP 0 2 2010

Case Number: **SUP-39432** APN: 138-25-404-004

Name of Property Owner: D&W, Inc. c/o General Growth Properties (GGP)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: WENDELL E. TOBLER

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: Wendell E Tobler

Print Name: WENDELL E TOBLER

Subscribed and sworn before me

This 14 day of July, 2010

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

SEP 0 2 2010

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 120 N. Jones Blvd

Project Name US 95 / Jones Relocation - BILLBOARD **Proposed Use** Off-premise sign

Assessor's Parcel #(s) 138-25-404-004 **Ward #** 1

General Plan: existing SC proposed ____ **Zoning:** existing C-1 proposed ____

Commercial Square Footage 672 **Floor Area Ratio** ____

Gross Acres 12.8 **Lots/Units** ____ **Density** ____

Additional Information Application for a new billboard in conjunction with the removal of an existing billboard on an adjacent property.

PROPERTY OWNER D&W Inc. c/o GGP **Contact** Cynthia Stanley-Lee

Address 4300 Meadows Lane **Phone:** (702) 878-3331 **Fax:** ____

City Las Vegas **State** NV **Zip** 89107

E-mail Address ____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as Applicant **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* Wendell E Tobler

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name WENDELL E TOBLER

Subscribed and sworn before me

This 17 day of July, 2010.

Shari L. Perry

Notary Public in and for said County and State

SHARI L. PERRY
Notary Public State of Nevada
No. 99-56449-1
My appt. exp. June 19, 2011

FOR DEPARTMENT USE ONLY

Case #	SUP 39432
Meeting Date:	10.21.10
Total Fee:	$1,030.—
Date Received:*	9.2.10
Received By:	JFR

*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

Revised 10/27/08

Please refer to VAR-39433 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MARCH 2, 2011

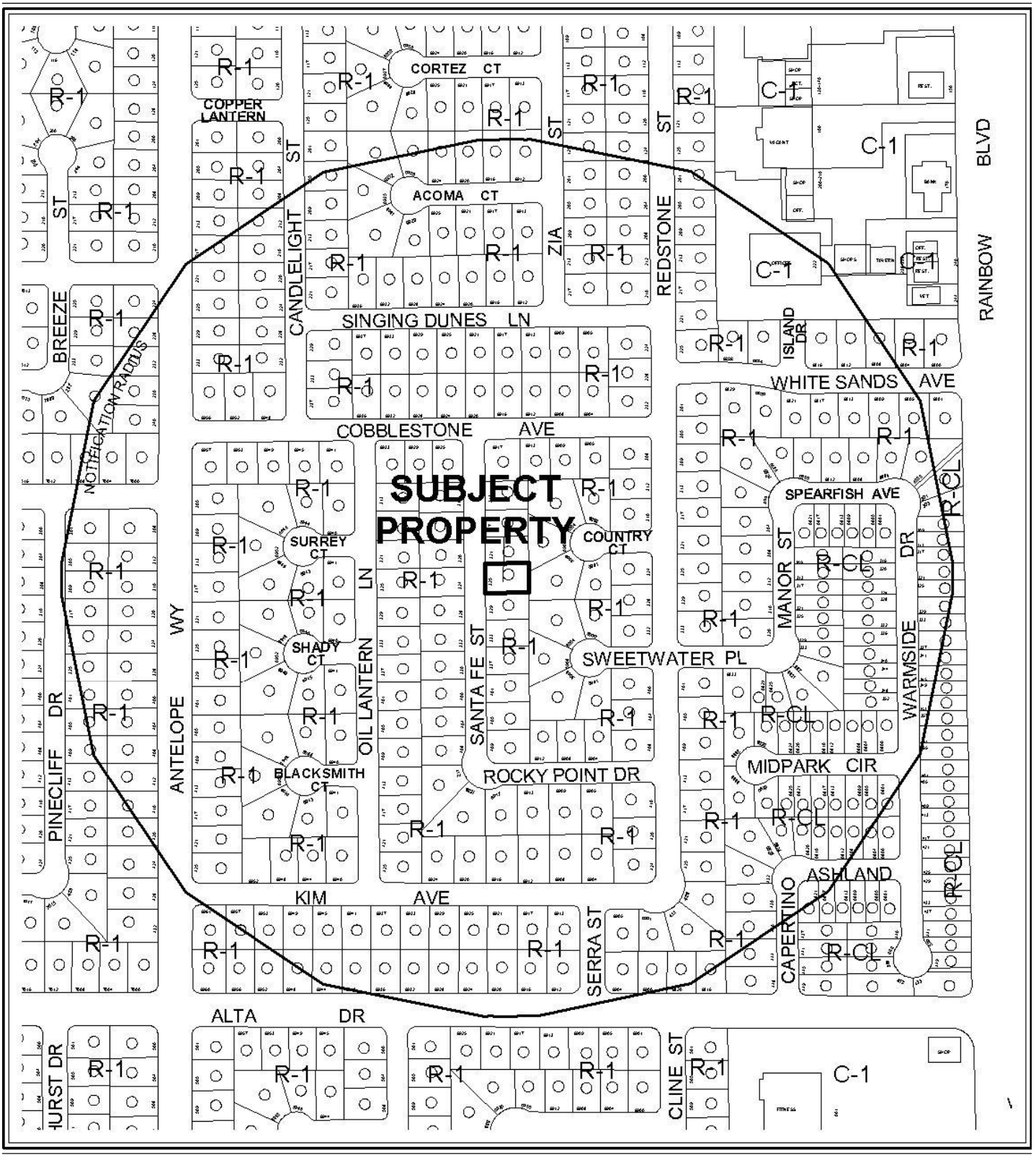
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-40625 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: TIMOTHY AND ALISANDRA VOLZ - Required Review of a previously approved Special Use Permit (SUP-21620) FOR A 55-FOOT TALL RETRACTABLE AMATEUR ANTENNA TOWER at 325 Santa Fe Street (APN 138-34-613-028), R-1 (Single-Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**3**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for RQR-30428
5. City Council Approval Letter for SUP-21620
6. Protest/Support Postcards



0 300 600 Feet

CASE: **RQR-40625**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

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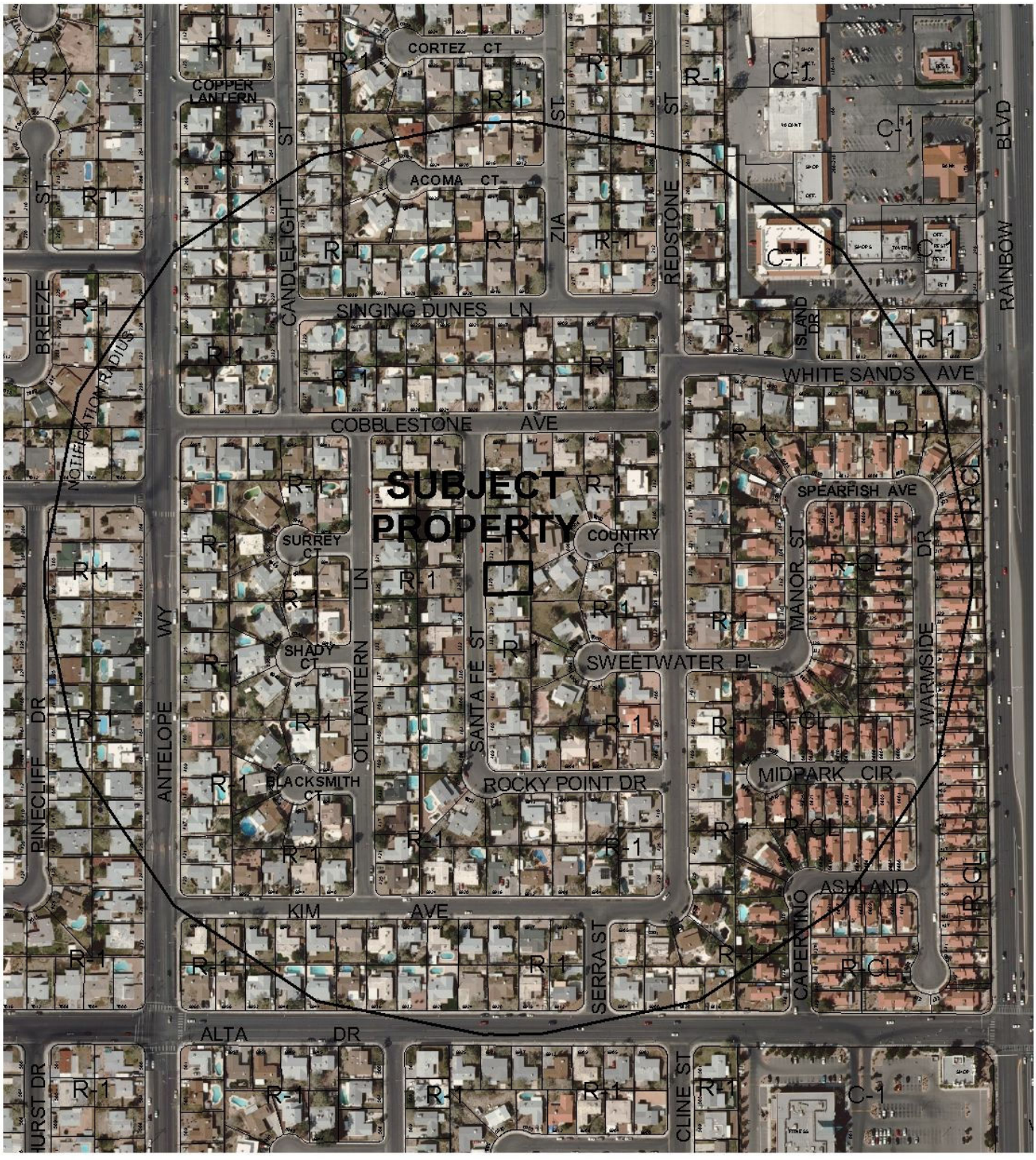


0 300 600 Feet

CASE: **RQR-40625**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: TIMOTHY AND ALISANDRA VOLZ

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-40625	Staff recommends APPROVAL.	None

DS

Staff Report Page One
March 2, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site has a single family residence located on the property with previous approval for a Special Use Permit (SUP-21620) to allow a 55-foot high retractable amateur radio antenna tower at 325 Santa Fe Street. Since the last Required Review (RQR-30428) on 04/15/09, there has not been any Code Enforcement violations or formal complaints received from the surrounding neighbors regarding the antenna tower. Condition 'A' of the Special Use Permit (SUP-21620) mandates that the applicant continue to retract the antenna a minimum of 72 hours each and every week, 52 weeks per year unless participating in a federal, state or local emergency requiring the use of the applicant's amateur radio antenna or a drill sponsored by the state or local government. Staff recommends approval of this request with no further reviews.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/03/07	The City Council approved a request for a Special Use Permit (SUP-21620) to allow a 55-foot high retractable amateur radio antenna tower at 323 Santa Fe Street. The Planning Commission recommended approval; staff recommended denial.
04/15/09	The City Council approved a request for a Required Review (RQR-30428) of a previously approved Special Use Permit (SUP-21620) to allow a 55-foot high retractable amateur radio antenna tower at 323 Santa Fe Street. Staff recommended denial.

Most Recent Change of Ownership	
12/31/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/05/07	A building permit (83489) was issued for an antenna tower for ham radios) at 325 Santa Fe Street. The permit was finalized on 04/10/09.

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	
01/26/11	Staff conducted a field check of the subject site and the antenna appeared in the up position.

Details of Application Request	
Site Area	
Gross 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 Residence	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	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		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second Required Review of a previously approved Special Use Permit (SUP-21522) that allowed a 55-foot high retractable amateur antenna tower at 325 Santa Fe Street. The applicant was issued building permit #83489 for the antenna tower, which was finalized on 04/10/09. There have not been any Code Enforcement cases processed for the subject site, in the last review period nor have there been any formal complaints received from neighbors regarding the structure. Condition 'A' of the Special Use Permit (SUP-21620) mandates that the applicant retract the antenna a minimum of 72 hours each and every week, 52 weeks per year unless participating in a federal, state or local emergency requiring the use of the applicant's amateur radio antenna or a drill sponsored by the state or local government.

FINDINGS

The subject site is located in an R-1 (Single Family Residences) zoning district. The applicant confirms that the antenna is being retracted as required by Condition 'A' of the Special Use Permit (SUP-21620). As there have not been any Code Enforcement violations or formal complaints by neighboring homes in the last review period pertaining to the antenna tower, staff is recommending approval of this request with no further reviews.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 388 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-40625** APN: 138-34-613-028

Name of Property Owner: Timothy Volz

Name of Applicant: Timothy Volz

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 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: _____

Signature of Property Owner: Timothy Volz

Print Name: Timothy Volz

Subscribed and sworn before me

This 4th day of January, 20 11

M. de Jesus Diaz

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
MARIA DE JESUS DIAZ
My Appointment Expires
January 15, 2011
No: 07-1425-1

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP-21620 (RQR-30428)

Project Address (Location) 325 Santa Fe St.

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-34-613-028 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Timothy & Alissandra Volz **Contact** 702-431-3132 Timothy Volz

Address 325 Santa Fe St. **Phone:** 431-3132 **Fax:** _____

City Las Vegas **State** NV **Zip** 89145

E-mail Address KK7HO@ARRL.NET

APPLICANT Timothy W. Volz **Contact** _____

Address 325 Santa Fe St. **Phone:** 702-431-3132 **Fax:** _____

City Las Vegas **State** NV **Zip** 89145

E-mail Address KK7HO@ARRL.NET

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Timothy W. Volz

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Timothy W. Volz

Subscribed and sworn before me

This 4th day of January, 20 11

Maria de Jesus Diaz

Notary Public in and for said County and State

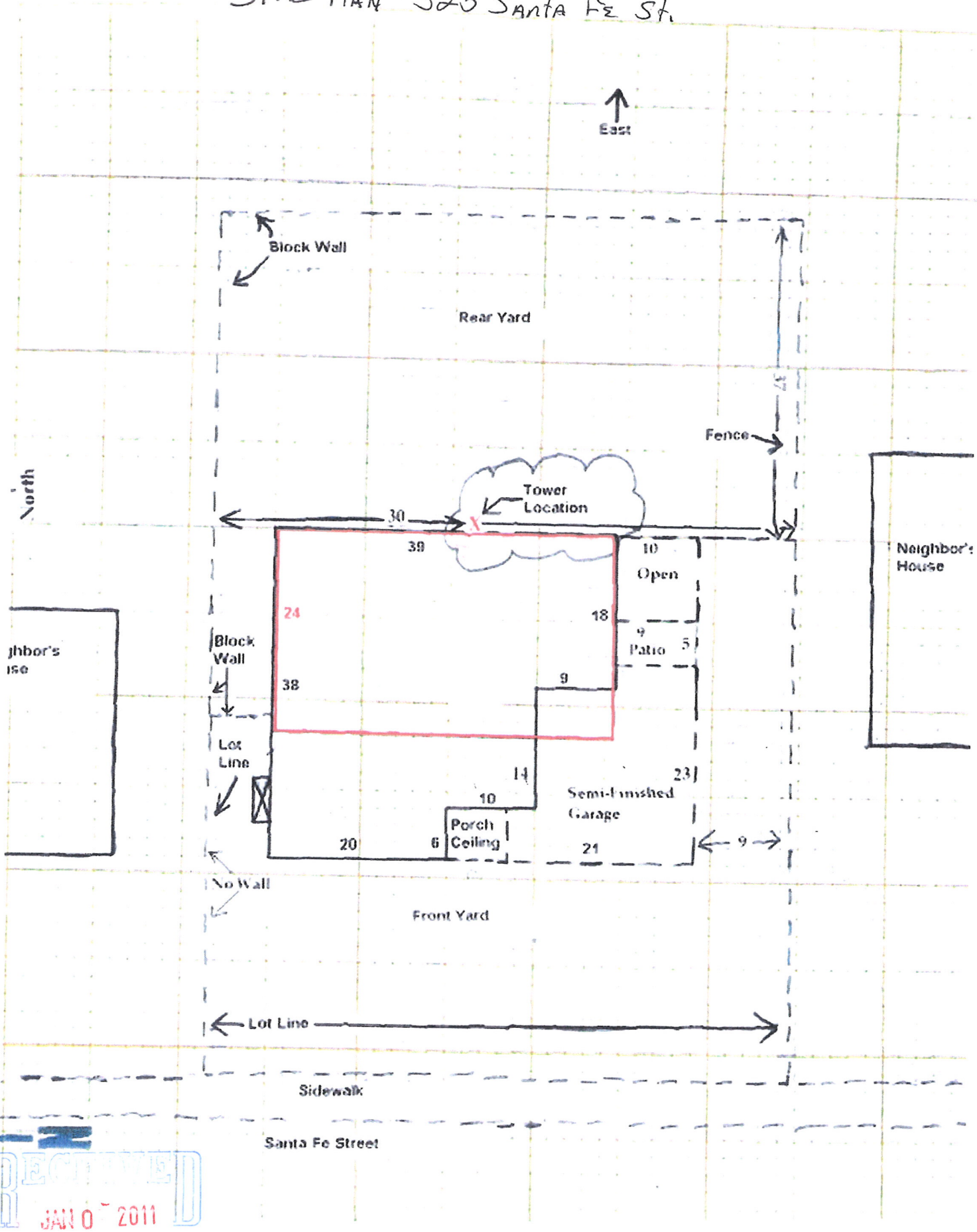
Notary Public - State of Nevada
County of Clark
MARIA DE JESUS DIAZ
My Appointment Expires
January 15, 2011
No: 07-1425-1

FOR DEPARTMENT USE ONLY

Case #	RQR-40625
Meeting Date:	3/2/11
Total Fee:	$800.00
Date Accepted:	1-5-11
Accepted By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

Site Plan - 325 Santa Fe St.



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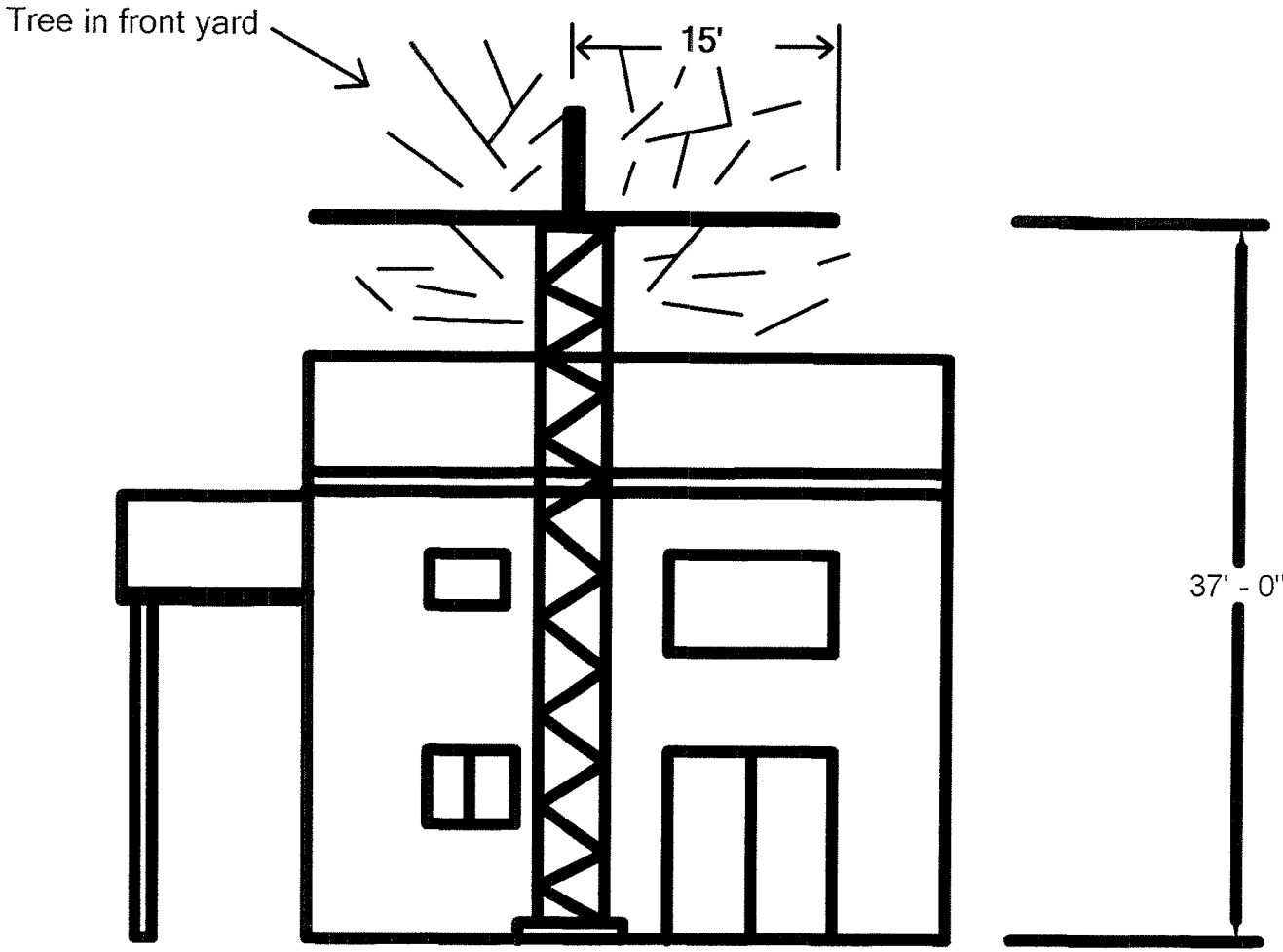
RQR-40625



RQR-40625

JAN 0 5 2011

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

April 29, 2009

Mr. Timothy Volz
325 Santa Fe Street
Las Vegas, Nevada 89145

RE: RQR-30428 – REQUIRED REVIEW
CITY COUNCIL MEETING OF APRIL 15, 2009

Dear Mr. Volz:

The City Council at a regular meeting held April 15, 2009 APPROVED the request for a Required One Year Review of an approved Special Use Permit (SUP-21620) TO ALLOW A PROPOSED 55-FOOT HIGH RETRACTABLE AMATEUR RADIO ANTENNA TOWER at 325 Santa Fe Street (APN 138-34-613-028), R-1 (Single Family Residential) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 16, 2009. This approval is subject to:

Added Condition

A. There shall be a review of the City Council at a public hearing within two (2) years.

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-21620), if approved.

2. Deleted at City Council.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

RQR-40625

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LAS VEGAS CITY COUNCIL

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MAYOR

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MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
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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 28, 2007

Mr. Timothy Volz
Ms. Alissandra Volz
325 Santa Fe Street
Las Vegas, Nevada 89145

RE: SUP-21620 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 3, 2007

Dear Mr. Volz:

The City Council at a regular meeting held October 3, 2007 considered the Appeal of the denial by the Planning Commission of a request for a Special Use Permit TO ALLOW A PROPOSED 55-FOOT HIGH RETRACTABLE AMATEUR RADIO ANTENNA TOWER at 325 Santa Fe Street (APN 138-34-613-028), R-1 (Single Family Residential) Zone.

The City Council granted the Appeal, thereby APPROVING the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on October 4, 2007. This approval is subject to:

Added Conditions

A. Unless the applicant is participating in a federal, state or local emergency requiring the use of the applicant's amateur radio antenna or a drill officially sponsored by the state or local government, the approved amateur radio antenna shall be in a retracted position a minimum of 72 hours each and every week, 52 weeks per year. For the purpose of this condition, a week is defined as Sunday at 6 am until the following Sunday at 6 am. For purpose of this condition, a retractable position is defined as a point at which the approved amateur radio antenna is at a height no higher than 38 feet from the ground.

B. The approved amateur radio antenna is subject to a one-year review at City Council.

Planning & Development

1. 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.

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RQR-40625

2. The communications antenna tower and its associated equipment shall be properly maintained at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications tower and its associated equipment and facility.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

4. The overall height of the communication tower with antenna shall be no greater than 55 feet.

5. The tower shall be lowered during all periods of inclement weather with wind speeds of 50 miles per hour and greater.

6. At the completion of installation of the new radio antenna tower, the existing push-up antenna pole shall be permanently removed and shall cease operation on the project site.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

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RQR-40625

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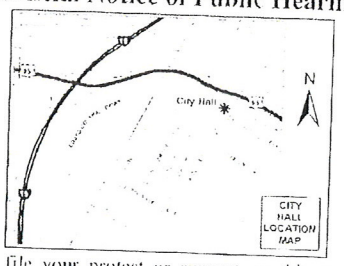
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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 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.

RQR-40625
City Council Meeting of 3/2/2011

702-431-3137

Timothy W. Volz

13834613028 Case RQR-40625
VOLZ TIMOTHY & ALISANDRA
325 SANTA FE ST
LAS VEGAS NV 89145-5327

28 LRDFN11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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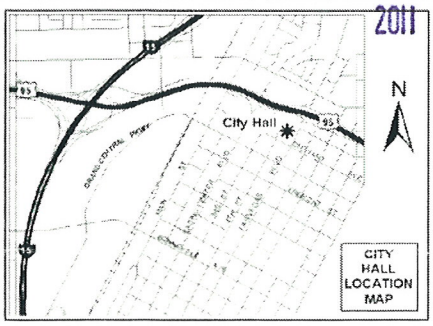
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

RQR-40625
City Council Meeting of 3/2/2011

Case: RQR-40625
13834512009
HURSKAINEN LLOYD J
205 CANDLELIGHT ST
LAS VEGAS NV 89145-5388

28 LRDFN11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing

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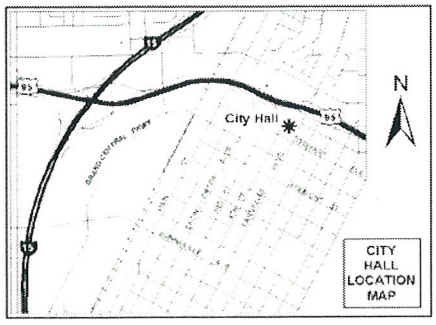

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40625
City Council Meeting of 3/2/2011

Case: RQR-40625
13834611003
COOK BARBARA JANE
6948 KIM AVE
LAS VEGAS NV 89145-5342

28 LRDFN11 89145

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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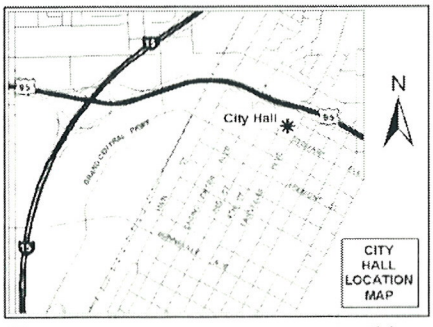

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40625
City Council Meeting of 3/2/2011

Case: RQR-40625
13834614024
THEODORE WILLIAM D & KATHLEEN O
424 REDSTONE ST
LAS VEGAS NV 89145-5306

28 LRDFN11 89145

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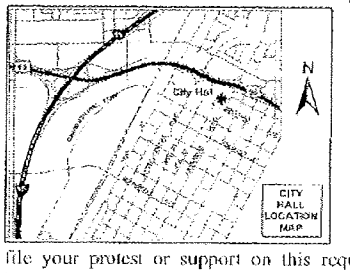
2011 FEB 22 A 6:56

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

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RQR-40625
City Council Meeting of 3/2/2011

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MAILED FROM ZIP CODE 89131

Case: RQR-40625
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222 RAINBOW L L C
5812 MELISSA LN
WOODLAND HILLS CA 91367-4401

88 LROFN11 91367

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City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

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.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2011

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