City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STAVROS S. ANTHONY, MAYOR PRO TEM (Ward 4)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6), RICKI Y. BARLOW (Ward 5)
BOB COFFIN (Ward 3), Ward 2 (Vacant)

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.

April 4, 2012

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

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME.

THE MAYOR AND CITY COUNCIL WELCOME YOUR ATTENDANCE, PUBLIC COMMENT RELATED TO THE ITEMS ON THE AGENDA AND CITIZEN PARTICIPATION ON ITEMS UNDER THE JURISDICTION OF THE CITY COUNCIL AT THIS MEETING. IF YOU WISH TO SPEAK, WE RESPECTFULLY ASK YOU TO COMPLETE AND SUBMIT A SPEAKER CARD TO THE CITY CLERK. CARDS ARE AVAILABLE ONLINE, IN THE CLERK'S OFFICE OR AT THE FRONT OF THE CHAMBERS AS YOU ENTER.

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. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. 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 CDS AND DUPLICATE AUDIO/VIDEO DVDS 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 – DR. S.S. ROGERS, THE GREATER MT. SINAI MRMI, INC.

4. PLEDGE OF ALLEGIANCE

5. OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIAL – COUNCILMAN, WARD 2

6. RECOGNITION OF THE CITIZEN OF THE MONTH

7. RECOGNITION OF NATIONAL LIBRARY WEEK

8. RECOGNITION OF CENTENARIAN NEOLA CALZACORTA

9. RECOGNITION OF PARALYZED VETERANS OF AMERICA AWARENESS MONTH

10. RECOGNITION OF NATIONAL TARTAN DAY

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

11. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

BUSINESS ITEMS

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Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

13. For possible action to approve the Final Minutes by reference of the regular City Council meeting of March 21, 2012

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.

FINANCE - CONSENT

14. For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

FINANCE - PURCHASING & CONTRACTS CONSENT

15. For possible action to approve award of Use Agreement No. 120081-SK authorizing use of National Joint Powers Alliance RFP No. 031710 Public Utility Vehicles and/or Services, Apparatus, Equipment and/or Services - Department of Operations and Maintenance - award recommended to: HAAKER EQUIPMENT COMPANY ($595,285 - Automotive Operations Internal Services Fund)

16. For possible action to approve award of Contract No. 110222-PH, Oracle CC&B Implementation Consultant - Department of Information Technologies - Award recommended to: PROMARK SOLUTIONS, INC. ($754,980 - Sanitation Enterprise Fund) - All Wards

17. For possible action to revise Purchase Order No. 295498 to increase the construction conflicts and contingency reserve for Bid No. 11.1730.24-TB, Huntridge Phase 6 between Oakey Boulevard to the south, Charleston Boulevard to the north, from Rexford Place to the west and Ninth Street on the east - Department of Public Works - ($570,000 - Public Works Capital Projects Fund) - Ward 3 (Coffin)

18. For possible action to approve award of Agreement No. 120112-DD, Pierce Fire Vehicles - Department of Fire and Rescue - Award recommended to: PIERCE MANUFACTURING INCORPORATED ($1,884,150 - Fire Services Capital Projects Fund) - All Wards

OPERATIONS AND MAINTENANCE - CONSENT

19. For possible action to approve a Lease Agreement between the City of Las Vegas and the Latin Chamber of Commerce Community Foundation to lease the existing center and office space from the City located at 2900 Stewart Avenue, commonly known as the Rafael Rivera Center - Ward 3 (Coffin)

20. For possible action to approve a Lease Amendment between the City of Las Vegas and the State of Nevada, Department of Administration, Public Works Division, for and on behalf of the Department of Health and Human Services, Division of Welfare and Supportive Services, extending the lease an additional 18 months for the office space located at 1040 West Owens - Ward 5 (Barlow)

21. For possible action authorizing staff to negotiate and purchase real property on Bonneville Avenue between 10th Street and Maryland Parkway for the Bonneville-Clark One-Way Couplet Phase 2 Project ($100,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin)

PLANNING - BUSINESS SERVICES CONSENT

22. For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, Verdi Restaurant & Pizzeria, LLC dba Verdi Restaurant & Pizzeria, 7240 West Azure Drive, Suite 145, Izolda Sahakyan, Mgr 100% - Ward 6 (Ross)

23. For possible action to approve an Extension of a Temporary Supper Club License , VFTLV02, LLC dba Wahoo's Fish Taco, 1000 South Rampart Boulevard, Suite 21, Shelley Denise Flandermeyer, Mmbr 50%, Paul Gilbert Kraft, Mmbr 50% - Ward 2 (Vacant)

24. For possible action to approve a Change of Ownership for a Hypnotherapist License FROM: Sunrise Hypnosis, TO: Janet Lactaoen dba Sunrise Hypnosis, 3032 Pier Harbor Drive, Janet Lactaoen, Owner 100% - Ward 2 (Vacant)

PUBLIC WORKS - CONSENT

25. For possible action to approve Supplemental Interlocal Contract No. 3 – 569c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $90,000 and extend the project completion date to December 31, 2012 construction and engineering for the Stewart Avenue Rehabilitation, Main Street to Maryland Parkway project – Ward 5 (Barlow)

26. For possible action to approve Supplemental Interlocal Contract No. 6 – 573f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $200,000 for construction and engineering for the Arterial Restoration and Preservation Project Fiscal Year 2008 located throughout the City – All Wards

27. For possible action to approve Supplemental Interlocal Contract No. 7 – 525g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $200,000 for design and construction for the Decatur Boulevard, Meadows Lane to Sahara Avenue project – Ward 1 (Tarkanian)

28. For possible action to approve Supplemental Interlocal Contract No. 2 – 685b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $200,000 for construction and engineering for the Fiscal Year 2012/2013 Arterial Reconstruction Projects located throughout the City ($200,000 – Public Works Capital Project Fund [CPF]) – All Wards

29. For possible action to approve an Interlocal Contract 689 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design for the Main Street / Commerce Street One-Way Couplet from Las Vegas Boulevard to Clark Avenue ($400,000 – Road and Flood Capital Project Fund [CPF]) – Wards 3 and 5 (Coffin and Barlow)

30. For possible action to approve Second Supplemental Interlocal Contract LAS09Y09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $50,000 and extend the project completion date to December 31, 2012 for engineering design of the Oakey Drain – Cahlan Drive to Barnard Drive project ($50,000 – Road and Flood Capital Project Fund [CPF]) – Ward 1 (Tarkanian)

31. For possible action to approve Third Supplemental Interlocal Contract LAS22K08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $75,000 for engineering design of the Las Vegas Wash – Grand Teton, Mountain Spa to Durango Drive ($75,000 – Road and Flood Capital Project Fund [CPF]) – Ward 6 (Ross)

32. For possible action to approve a Special Event Permit with alcohol for Handmade in Vegas FF, located at 201 East Charleston Boulevard, every First Friday from April 6, 2012 through March 1, 2013, Responsible Person in Charge: Marlene Stidham Reid – Ward 3 (Coffin)

33. For possible action to approve a Special Event Permit with alcohol for First Friday Las Vegas, LLC, located in the public right of way on 4th Street, 3rd Street and Casino Center Boulevard Charleston Avenue to Utah Avenue and California Street, Colorado Avenue, Imperial Avenue and Utah Avenue from Main Street to 4th Street, every First Friday from April 6, 2012 through March 1, 2013, Responsible Person in Charge: Joey Vanas – Ward 3 (Coffin)

34. For possible action to approve a Special Event Permit with alcohol for The Arts Factory, LLC, located at 107 East Charleston Boulevard, Suite 250, every First Friday from April 6, 2012 through December 7, 2012, Responsible Person in Charge: Wes Isbutt – Ward 3 (Coffin)

35. For possible action to approve a Special Event Permit with alcohol for First Friday Las Vegas, LLC, located in the public right of way in the alley south of Fremont between Las Vegas Boulevard and 6th Street, every First Friday from April 6, 2012 through March 1, 2013, Responsible Person in Charge: Joey Vanas – Ward 5 (Barlow)

RESOLUTIONS - CONSENT

36. R-21-2012 - For possible action to approve a Resolution to ratify the appointment of Venetta Appleyard as City Treasurer

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

37. ABEYANCE ITEM - Report for possible action regarding the unfunded liabilities of the City - All Wards

38. Report for possible action regarding the Southern Nevada Regional Homeless Collaboration and Partnerships - All Wards

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - DISCUSSION

39. Discussion for possible action on an estimated allocation of $4,137,391 in FY 2012-2013 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

40. Discussion for possible action on an estimated allocation of $1,122,382 in FY 2012-2013 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

41. Discussion for possible action to rename the park currently known as Justice Myron E. Leavitt Family Park to Justice Myron E. Leavitt and Jaycee Community Park located at 2100 East St. Louis Avenue and revise signage in the amount of $6,150 (General Funds) - Ward 3 (Coffin)

PLANNING - BUSINESS SERVICES DISCUSSION

42. ABEYANCE ITEM - Discussion and possible action regarding an Appeal of a Work Card Denial for Adnan Hares Saab, db at Fabulous Freddy Car Wash, 1101 South Fort Apache Road - Ward 2 (Vacant)

43. Discussion for possible action regarding an Appeal of a Work Card Denial for Robert Alejandro Carrillo, db at 7 Eleven Food Store 29635, 1220 Atlantic Street - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

44. R-22-2012 – Public Hearing for possible action regarding a Resolution to Augment and Amend the City of Las Vegas Fiscal Year 2012 General Fund Budget

BOARDS & COMMISSIONS - DISCUSSION

45. For Possible Action - AUDIT OVERSIGHT COMMITTEE - Councilman Steve Wolfson, Term Expiration 3-21-2013 (Resigned)

46. Discussion for possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

47. Bill No. 2012-14 – ABEYANCE ITEM - For Possible Action - Authorizes the issuance by the City of Las Vegas, Nevada of its General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A in the aggregate principal amount of not to exceed $8,500,000 for the purpose of acquiring, constructing improving and equipping street projects related to the reopening of F Street

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.

48. Bill No. 2012-2 - Establishes the means of allowing the use "community garden" in certain residential, commercial and industrial zoning districts. (TXT-43411) Sponsored by: Councilman Ricki Y. Barlow

49. Bill No. 2012-16 – Amends the Downtown Centennial Plan to update the approval process for outdoor dining and entertainment; conform provisions regarding temporary outdoor events in the district known as "18b The Las Vegas Arts District" to other applicable Code provisions; and clarify that the Symphony Park area is a subdistrict of the Parkway Center District. (TXT-41610, TXT-43042, TXT-43393) Proposed by: Flinn Fagg, Director of Planning

NEW BILLS

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.

50. Bill No. 2012-17 – Adopts by reference an updated version of the City's Unified Development Code, including corrections and clarifications identified as necessary or appropriate since the adoption of the initial version. (TXT-43007) Proposed by: Flinn Fagg, Director of Planning

51. Bill No. 2012-18 – Amends the Supplemental Document to the City's Administrative Code to repeal and replace the provisions pertaining to the Board of Appeals for purposes of establishing term limits for Board members. Sponsored by: Councilman Stavros S. Anthony

52. Bill No. 2012-19 – Amends the special use permit standards applicable to secondhand dealers in the Town Center District to allow the sale of all types of jewelry on a consignment basis, and to allow the sale of wearing apparel on both a consignment and non-consignment basis, as well as the purchase and exchange of wearing apparel. (TXT-44570) Sponsored by: Councilman Steven D. Ross

CLOSED SESSION

53. Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

HEARINGS - DISCUSSION

55. Public hearing on local improvement district for Special Improvement District No. 1485 – Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance - FY2013) - Ward 1 (Tarkanian)

56. Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - Ward 5 (Barlow)

57. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $10,819.35 in out of pocket costs, $450 in failed inspection civil penalties and $53,050 in daily civil penalties for a total of $64,319.35 recorded against the property located at 222 West Cleveland Avenue. PROPERTY OWNER: W CLEVELAND AVENUE TRUST - Ward 3 (Coffin)

58. Public Hearing for possible action to consider a request for a waiver and/or reduction of civil penalties in the amount of $45,200 recorded against the property located at 5733 Royal Castle Lane. PROPERTY OWNER: U S BANK NATIONAL ASSN TRS - Ward 6 (Ross)

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.

59. EOT-44629 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: JUSTO SATARAY - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-36345) FOR A PROPOSED 1,966 SQUARE-FOOT ADDITION TO AN EXISTING 1,296 SQUARE-FOOT OFFICE, MEDICAL WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW BUFFER WIDTHS OF ZERO FEET ALONG THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED, ZERO FEET ALONG THE SOUTH AND EAST PERIMETERS WHERE EIGHT FEET IS REQUIRED, SIX FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED AND ZERO FEET BETWEEN THE SIDEWALK AND BACK OF CURB WHERE FIVE FEET IS REQUIRED ADJACENT TO ARTERIAL STREETS on 0.35 acres at 216 North Lamb Boulevard (APN 140-32-301-001), P-R (Professional Office and Parking) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

60. EOT-44648 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JUSTEN MARTINEZ - OWNER: DAN MARTINEZ - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18638) FOR A 40-STORY, 395-UNIT CONDOMINIUM DEVELOPMENT WITH 15,892 SQUARE FEET OF RETAIL SPACE AND 9,050 SQUARE FEET OF OFFICE SPACE AND WAIVERS OF THE DOWNTOWN BUILDING STEPBACK, PARKING STRUCTURE STEPBACK, AND DOWNTOWN STREETSCAPE REQUIREMENTS on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

61. EOT-44649 - EXTENSION OF TIME RELATED TO EOT-44648 - SPECIAL USE PERMIT - APPLICANT: JUSTEN MARTINEZ - OWNER: DAN MARTINEZ - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-18637) FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PLANNING - DISCUSSION

62. RQR-44637 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: FISHER BROTHERS LAS VEGAS, LLC - For possible action on a request for a Required Review of a previously approved Variance (V-0058-94) TO ALLOW A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) 600 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION REQUIRED at 2900 Sirius Avenue (APN 162-08-702-002), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

63. EOT-44638 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - For possible action on a request for an Extension of Time of a Non-Conforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial- Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.

SET DATE

64. 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

65. 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

66. 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 Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

SUBJECT:
INVOCATION – DR. S.S. ROGERS, THE GREATER MT. SINAI MRMI, INC.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: 5.

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:
OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIAL – COUNCILMAN, WARD 2

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL LIBRARY WEEK

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CENTENARIAN NEOLA CALZACORTA

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF PARALYZED VETERANS OF AMERICA AWARENESS MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL TARTAN DAY

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

SUBJECT:
PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn 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.: **13.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the regular City Council meeting of March 21, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $48,966,787.40
Funding Source: All Funds
Dept./Division: Department of Finance

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 Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 3/1/12 - 3/15/12

	Check Dates	Total	
A/P & Travel Check Runs	3/01 - 3/15/12	7,628,139.31	
A/P Wire transfers	3/01 - 3/15/12	0.00	
Metro Check (wired)	3/01 - 3/15/12	9,834,299.92	
A/P EFT Payments	3/01 - 3/15/12	12,396,886.46	
Bi-State	3/01 - 3/15/12	0.00	
Inmate Trust	3/01 - 3/15/12	7,473.54	
Muni Court	3/01 - 3/15/12	23,638.00	
Redevelopment	3/01 - 3/15/12	10,927.36	
BofA-LV Centennial	3/01 - 3/15/12	0.00	
Witness Fees	3/01 - 3/15/12	0.00	
Workers Comp	3/01 - 3/15/12	242,858.69	
Write offs to unclaimed monies	3/01 - 3/15/12	0.00	
		Payment Register Report Total :	**$30,144,223.28**
Payroll Check Runs			
Direct Deposit	3/01 - 3/15/12	6,707,493.56	
Net Checks	3/01 - 3/15/12	223,886.42	
Third Party	3/01 - 3/15/12	12,864.51	
			$6,944,244.49
Electronic Payments/AP Wires			
	3/01 - 3/15/12	11,878,319.63	
			$11,878,319.63
		Total Cash Expenditures	**$48,966,787.40**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
For possible action to approve award of Use Agreement No. 120081-SK authorizing use of National Joint Powers Alliance RFP No. 031710 Public Utility Vehicles and/or Services, Apparatus, Equipment and/or Services - Department of Operations and Maintenance - award recommended to: HAAKER EQUIPMENT COMPANY ($595,285 - Automotive Operations Internal Services Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $595,285
Funding Source: Automotive Operations ISF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
This agreement will allow the City to use the National Joint Powers Alliance RFP for the immediate purchase of one Vactor 2112 Plus Jet Rodder and one Vactor 2103 Jet Rodder for use by the Operations and Maintenance staff to replace aging vehicles. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195 which allows local governments to use contracts of other government entities.

PCC: S. Kessler
POC: Kyle Wright - (702) 469-4631

RECOMMENDATION:
That the City Council approve Use Agreement No. 120081-SK authorizing use of National Joint Powers Alliance RFP No. 031710 Public Utility Vehicles and/or Services, Apparatus, Equipment and/or Services to Haaker Equipment Company in the amount of $595,285. Authority to execute agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Use Agreement No. 120081-SK

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and HAAKER EQUIPMENT COMPANY (herein the "Supplier"),

RECITALS

WHEREAS, the Supplier and Originating Government Name (herein "National Joint Powers Alliance") have entered into that Contract dated March 17, 2010 (RFP No. 031710) which provides for Public Utility Vehicles and/or services, Apparatus, Equipment and/or Services (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the Originating Government Name; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto as Exhibit "A" (107 pages), and incorporated herein, except as stated in Exhibit "B" (2 pages), and Exhibit "C" (4 pages), attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Agreement, and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Agreement.

3. The Supplier Contract is based upon the estimated procurement figures of the Originating Government Name. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Supplier Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the Originating Government Name failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Name fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Supplier Contract for any reason whatsoever and such termination shall be effective ten (10) days after written notice is provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and Originating Government Name.

6. Any change or modification to the Supplier Contract between the Supplier and the Originating Government Name shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Agreement.

7. Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service, overnight courier service, or United Parcel Service to the following person and address:

FOR THE SUPPLIER: Haaker Equipment Company
Kyle Wright
10 W. Mayflower Ave
North Las Vegas, NV 89128
Fax # (909) 598-1427

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
495 S. Main St.
Las Vegas, Nevada 89101
Fax #: (702) 384-9964

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

8. The Supplier agrees to maintain the insurance coverage required under the Supplier Contract for the term of this Agreement. The Supplier further agrees to provide to the City, within ten (10) days after execution of this Agreement by the City, certificates of insurance naming the City as an additional insured party thereunder for the insurance coverage under which Originating Government Name was named as an additional insured party pursuant to the requirements of the Supplier Contract.

9. Unless the content indicates otherwise, the references in the Supplier Contract to the Originating Government Name shall be understood and interpreted to refer to the City for purposes of this Agreement.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-12-12
Deputy City Attorney Date

SUPPLIER NAME

3-15-12
Title of person signing
V.P. Sales + Marketing
"Supplier"

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES

RFP Opening

March 17 , 2010
2:00 p.m. CST
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

RFP #031710

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES, to NJPA, and current and potential NJPA Members from government, education to include Colleges and Universities, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this RFP are available beginning FEBRUARY 15, 2010 and continuing until March 8, 2010. Details and Specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or registering and requesting RFP documents at www.noticetoproposedders.com, or e-mail at RFP@njpacoop.org. Sealed Proposals will be received until March 17, 2010 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all Proposals.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

FEBRUARY 15, 2010 and February 22, 2010	• *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of Proposednoticetoproposedders.com*
March 8, 2010	• *Deadline for RFP requests*
March 10, 2010 10:00AM CST	• *Pre-Proposal Conference (webcast – conference call)*
March 17 , 2010 2:00 p. m. CST	• *Deadline for Submission of Proposals, and Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

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1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products/services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contracts continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at http://www.njpacoop.org/LEARN/About/Legal.html and clicking on that state at the bottom of the web-page.

C. WHY PROPOSE A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of products/services in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded Proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

1.8 The collective purchasing power of thousands of NJPA Members nationwide offers the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 The intent of this RFP is to award an Exclusive Single Award Contract to a qualifying manufacturer or distributor Proposer demonstrating a solution which meets and/or exceeds the requirements of NJPA and its Members within the scope of **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES**. Qualifying Proposers must be able to demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states, All proposals received will be evaluated based on (among several other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.11A response to this RFP can be in the form of a Line-Item Pricing and/or Percentage Discount from Catalog or Category Pricing purchasing contract. NJPA desires a relationship with a vendor providing a broad array of equipment, products, supplies, accessories and services anticipated and generally requested and desired by NJPA members from the **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES** industry. Those products and services must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer such as a mass distributor if such action is in the best interests of NJPA and its Members.

1.13 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members

1.14 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.15 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of products/services and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice.

1.18 NJPA's Interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

1.19 Sole Source of responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.19.1 Scope of Products/Services: NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.19.2 Vendor use of sub-contractors in sourcing or delivering goods and services: NJPA desires a single source of responsibility for products/services proposed. Proposer's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the products/services and actions of any such Sub-Contractor.

E. SCOPE OF THIS RFP

1.20 Solutions Based Invitation:

1.20.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the scope of this RFP.

1.20.2 With this intimate knowledge of NJPA and NJPA Member's needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.20.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.20.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being proposed.

1.20.3.2 Turn-Key Solutions: A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.20.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.20.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately

identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.21 Geographic Area to be Proposed: This RFP invites proposals to provide **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.22 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.23 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.24 Contract Term: A contract resulting from this RFP will become effective the date of execution by NJPA of the "Offering and Award" (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

1.25 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be required. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.26 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.27 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific products/services proposals as a part of the award.

1.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR PRODUCTS/SERVICES BEING PROPOSED

1.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/services, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the products/services they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.31 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

1.32 Commonly used Goods and Services: It is important that the products/services submitted are the products/services commonly used by public sector entities.

1.33 New Current Model Goods: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.34 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.35 Delivered and operational; Products offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in your proposal response.

1.36 Warranty: The Proposer/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit, as a part of Tab 9, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.37 Proposer's Warrants: The Proposer warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.38 By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti- competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any

economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,

4. The Proposer agrees to promote and offer to Members only those products/services and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.39 A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products/services contained in and referenced to in this invitation.

1.40 All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP

B. CONTRACT

2.6 "Contract" as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer's response, and a fully executed "Acceptance and Award."

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER'S RESPONSE

2.8 A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 All proposals must be submitted in both hard copy and electronic formats (on a compact disc (CD)). Both hard copy and electronic proposals must be tabbed (in appropriately named files in the case of the CD) as identified herein. Electronic proposal submissions should be submitted in a nested file structure where the root file is entitled "Proposal Response". Files contained in the root file should be entitled "Tab 1, Tab 2," Documents within the nested files should be individual documents or folders appropriately titled as to their content.

3.9 Two complete copies of each proposal must be submitted with the exception of a single original bid security submitted in one response copy with a copy of the bid security in the second response copy. All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Electronic proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 Product descriptions, fact sheets, and catalogs should be submitted in electronic format only in an

effort to limit the use of paper resources in the hard copy response. Price lists in excess of 20 pages should be submitted in electronic format only.

3.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals. Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.14.1 Proposer's are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this RFP.

3.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. CONTENTS AND TABBING OF PROPOSAL SUBMISSION

3.15 In order to insure every proposal receives a fair evaluation and comparison, it is required each Proposer tab and label their proposal as indicated on Form A "Proposer Questionnaire."

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.16 Upon examination of this RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.17 Submit all questions about this RFP, in writing, referencing **"PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.18 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.19 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.20 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.21 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers

using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current Proposals" and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.22 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.23 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

H. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.24 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

3.25 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal and must be tabbed under Tab 9.

3.26 Value added products/services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES, and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the products/services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.27 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

3.28 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products/services they purchase. Please identify

any "Green" characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

3.29 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream eProcurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.30 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

I. BID SECURITY

3.31 A bid security in the amount of $10,000, in the form of a bid security or a cashier's check payable to NJPA, will be required of all Proposers to insure the Proposer's performance in completing the "Contract" contemplated herein. The bid security (or cashier's check) will be released to the Proposer following the execution of all documents required to complete the proposed "Contract" or the end of the required 90 day commitment period, whichever comes first. Bid securities must be issued by an Admitted Surety rated A or better (an insurance organization authorized by the Insurance Commissioners in all 50 states to transact surety insurance during this calendar year).

- ACCEPTABLE BID SECURITY MUST BE PROVIDED WITH THE PROPOSAL SUBMITTAL.
- INDUSTRY STANDARD DOCUMENTS ARE ACCEPTABLE.
- THE BID SECURITY SHALL IDENTIFY NJPA AS THE OBLIGEE/PAYEE.
- THE BID SECURITY SHALL HAVE THE PROPOSER IDENTIFIED AS THE OBLIGOR/PAYOR.

3.32 THE PURPOSE OF THE NJPA SOLICITATION BID SECURITY IS TO ENSURE THAT THE AWARDED PROPOSER FOLLOWS THROUGH IN THE DEVELOPMENT AND EXECUTION OF THEIR MARKETING PLAN. NJPA RESERVES THE RIGHT TO ACTIVATE THE CASH VALUE OF THE BID SECURITY OR CASHIERS CHECK IN THE EVENT THE AWARDED PROPOSER FAILS TO INITIATE AND EMBRACE SAID MARKETING PLAN TO THE SATISFACTION OF NJPA.

J. CERTIFICATE OF INSURANCE

3.33 Proposer shall procure and maintain insurance which shall protect the Proposer and NJPA (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Proposer shall procure and maintain the insurance policies described below at the Proposer's own expense and shall furnish to NJPA an insurance certificate listing the NJPA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Proposer includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all fifty United States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the NJPA.

3.34 Proposer is required to maintain the following insurance coverage's during the term of the NJPA Contract:
(1) Workers Compensation Insurance (Occurrence) with the following minimum coverage's: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy

limits $500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per employee $100,000; Bodily injury by disease--per employee $100,000; Policy limits $500,000.

(2) Commercial General Liability Policy per occurrence $1,000,000.

(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of $1,000,000.

3.35 The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

3.36 Within ten (10) days of contract award, the Proposer must provide NJPA with two (2) Certificates of Insurance. Certificates must reference NJPA RFP 031710 by number.

K. ORDER PROCESS AND/OR FUNDS FLOW

3.37 Please propose an order process and funds flow in Tab 9 for your proposal. Please choose from one of the following:

3.37.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

3.37.3 Other: Please fully identify.

l. ADMINISTRATIVE FEES

3.38 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.38.1 Calculated as a percentage of the dollar volume of all products/services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.38.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.38.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

3.38.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.39 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire, and submitted in Tab 9 of your response.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of products/services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Service Price Request" with potential national sales

distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/service to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 9, and copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the products/services and being supplied must always be disclosed at the time of purchase.

4.4 **Primary Pricing/Secondary Pricing Strategies-** All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," "Percentage Discount from Catalog Pricing," or a combination of these two pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 **Line-Item pricing-** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Proposers with a large number of products to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense.

4.6 **Unit Pricing:** Unit Pricing is a line-item technique of pricing for services including the related materials for those services on a unitized basis. The unitized basis may be per quantitative measure such as per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this RFP) , sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped, is a logical combination of product and service and could be priced per square foot. Whether pricing services, or logical combinations of products and services, pricing per unit of product and services must be quoted (i.e. cost per square foot of sheetrock hung and taped).

4.7 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Proposal Review Committee and members.

4.8 Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer's proposal.

4.9 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.10 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.11 Proposers are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.12 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a "Base or List Price" defined as a published manufacturers list, or catalog price for the products or services being proposed. The "Base or List Price" is the price charged to an average government/education buyer absent reductions for cooperative or volume purchasing agreements.

4.13 Individualized percentage discounts can be applied individually to any number of defined product groupings. Product groupings can be defined by manufacturer, product type, or other factor as long as the Proposer sufficiently defines those product groupings

4.14 A Percentage Discount from Catalog or Category Pricing offered by the Proposer is acceptable if the products and equipment are far too numerous to name and price individually.

4.15 A Percentage Discount from Catalog or Category Pricing identifies a percentage discount to be applied to a "Base Price" for products from one or more published catalogs. The "Base Price" will be the price generally applicable to government and education customers absent the discounts contemplated herein. The catalog may be published by the Proposer or by the Proposer's supplier. "Published" means generally available to a dealer network distributing those products and services being proposed in either print or electronic formats where an "Auditor" may verify the "Base Price" of a product proposed during the term of a Contract.

4.16 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current "Base or List Pricing" with NJPA both in their proposal and throughout the term of any Contract resulting from this RFP.

4.17 New "Base or List Price" Catalogs may be submitted for review throughout the term of the Contract. NJPA reserves the right to review subsequent catalogs submitted to determine if the represented products reflect the contracted products and equipment. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs will result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract would be grounds for terminating the Contract for convenience. New optional accessories for equipment may be added to the Contract at the time they become available.

C. CORE LIST PRICING

4.18 Based on NJPA Members needs, a "CORE LIST" which contains a selection of most commonly used products/services is requested. Proposer must submit their anticipated "CORE LIST', including SKU's and pricing in a Line-Item format, in a separate spreadsheet labeled as "Core List." Consideration and valuation points will be given to the most advanced selection of commonly purchased Core list products/services.

D. HOT LIST PRICING

4.19 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a "Hot List" of products/services is optional. Products/services may be added or removed from the "Hot List" at any time provided that current "Hot List" prices are provided to NJPA at all times.

4.20 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as

such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.21 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

E. CEILING PRICE

4.22 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.23 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS

4.24 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.25 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.26 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

G. SOURCED GOODS

4.27 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.28 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.28.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.28.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

H. TOTAL COST OF ACQUISITION

4.29 The Total Cost of Acquisition for the products/services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer's Response including but not limited to:

- The capitalized cost of the listed products/services being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the

products/services being proposed.

- The cost of delivery, setup and installation (where applicable) of the products/services and any accessories being proposed.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products/services being proposed and making it operational at the purchaser's site.

4.30 The Total Cost of Acquisition is to be stated "As Proposed." As an example, a materials only proposal, or portions of proposals, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key proposal must include the total costs to be incurred in the process of delivering that combination of products/services.

I. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.31 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.32 New products/services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those products/services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new products/services generally include new updated models of products/services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.33 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.34 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.35 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.36 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.37 NJPA's intent here is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.38 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

4.39 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/services/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new products/services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.40 Price Change Request Format: An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.41 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.41.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What product/service prices are changing?

ii. How much are the prices changing?

iii. Why are the prices changing?

iv. Any additions or deletions from the previous product list and the reason for the changes.

b. The specifics of the product/services and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.

i. If appropriate, **for example**, state, "All paper products/services increased 5 % in price due to transportation costs."

ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.41.2 An excel spreadsheet identifying all products/services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

a. Include all products/services regardless of whether their prices have changed. By observing this convention we will:

i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

ii. Create a historical record of pricing.

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.42 Initially; and with each request for product addition, deletion, and pricing change; all

products/services and services available, and the prices for those products/services and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.43 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.44 All products/services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

4.45 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP.

M. PAYMENT TERMS

4.46 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services.

4.47 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers must submit an example of the lease agreement to be used. Proposers must identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity ($1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company

N. SALES TAX

4.48 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.49 Shipping program for material only proposals, or sections of proposals, must be defined and tabbed under Tab 9 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.50 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.51 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.52 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.53 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.54 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order goods may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will not be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 9.

4.55 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.56 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.57 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.58 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.59 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

4.60 Throughout the term of the Contract, Proposer agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged goods.

4.61 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.62 Prices quoted are for products/services delivered during normal business hours. Normal Business

hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, your national foot print and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does you sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be

proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/services/services nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and publications.

5.4.2 Press releases and advertisements. Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at the following NJPA embraced trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products/services to current and potential NJPA Members. NJPA reserves the right to deem a proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled **"PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES"** will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of proposals at **2:00 p.m. on March 17, 2010.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. **Specifications are available for pick up or mail delivery beginning February 15, 2010 and continuing until 4:00 p.m. on March 8, 2010.** A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly specify **"PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products/services. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

7.6 The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.7 Proposer's Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.8 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non responsive.

7.10 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified.
3. The proposal response contains the required proposed security.
4. The proposal response contains original signatures on all documents requiring such.
5. Certificate of Insurance as required herein.
6. Response's conformance to terms and conditions as described in the solicitation, including documentation.
7. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
8. Information from references and past performance information including past member approval.
9. Demonstrates that they offer the most current industry standard products/services and/or services.
10. Demonstrates financial stability and a favorable banking line of credit.
11. Demonstrates their products/services and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
12. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
13. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products/services offered to Members.
14. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
15. Has provided all of the required and applicable documentation required i.e. proposed security, insurance certificates, licenses, and/or registration certificates required to do business nationally.
16. Line-Item Pricing, in approved excel format, listing of all of the proposed products/services and warranty provisions with their associated units of costs.
17. Core List selection of products/services in Line-Item Pricing format
18. Hot List Pricing products/services in a Line-Item Pricing format (where applicable).
19. Contract Pricing submitted as requested to include core list or products/services, Line-Item Pricing and/or Percentage Discount from published gov/ed price list or Catalog.

C. PROPOSAL EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

7.14 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.15 The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

7.18 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.19 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.

15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.

7.22 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.23 A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

7.24 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.25 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required bid security, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been collusion among the Proposers.

7.26 Overall Evaluation (FORM G) - The NJPA Proposal Review Committee will evaluate proposal received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.27 Bonus Evaluation Points- Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value"

D. COST SCORING EVALUATION

7.28 Cost evaluation may be used to make a best value determination. NJPA reserves the right to use this process in the event the evaluation committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products/services shall be selected by the NJPA proposal Review Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 NJPA reserves the right to request and test products/services and/or services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

8.4 Asset Management Contracts: Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

8.5 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and

employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

8.6 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.7 A Potential NJPA Member is generally stated as any unit of government, education, or non-profit organization nationwide (and with possible international distribution). A properly executed Membership creates the necessary "Paper Trail" connection between the Member and NJPA. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership shall have the option and freedom to access any of the procurement contracts of NJPA.

8.8 Awarded Vendors must agree to facilitate in the NJPA Membership process as part of connecting NJPA members to NJPA contracts. Potential NJPA Members may request membership with NJPA through the following methods:

- Potential members can complete their membership through on-line submission, or through a printable form available on-line at njpacoop.org.
- Potential Members may also submit proposed membership documentation which complies with their State and local Laws, rules and regulations for NJPA review.

8.9 As part of the Contract award, it is the responsibility of the Vendor to facilitate the membership process.

8.10 It is agreed the completion of a Member Sign-up form expressing the Qualifying Member's decision to participate under a Contract resulting from this RFP, signifies the NJPA Member's acceptance of a Contract resulting from this RFP, and all its specifications, terms and conditions therein.

C. REPORTING OF SALE ACTIVITY

8.11 A report of the total gross dollar volume of all products/services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

D. AUDITS

8.12 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA

may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.13 Hub Partner: When Applicable, NJPA Members may, from time to time, request a Vendor resulting from this RFP to serve them through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction. An Awarded Vendor resulting from this RFP may reject such a request provided they provide written notice of that rejection.

8.14 Hub Partner Fees: Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Partner in the transaction provide that:

8.14.1 The NJPA Member be notified by the Vendor that additional charges may apply; and
8.14.2 The Vendor document the transaction to be "Executed for the Benefit of [NJPA Member Name]" on the face of all transactional and warranty documentation.

F. TRADE-INS

8.15 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.16 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of -stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of- stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.17 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;

- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA.

8.18 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.
Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

8.19 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.20 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.21 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.22 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.23 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.24 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service

by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the NJPA website and "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products/services resulting from this RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. PROPOSERS LIST

9.11 NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. NJPA shall review the statement to determine whether the information shall be withheld. If NJPA determines to disclose the information, the Executive Director of NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

H. DATA PRIVACY

9.14 Proposer agrees to abide by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.16 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of products/services caused by congestion at a

manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Proposer/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

9.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered products/services to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products/services and services provided by third party sourcing or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the proposal form of relief sought.

R. PROVISIONS REQUIRED BY LAW

9.27 Proposer/Vendor agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

9.32 If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this RFP.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

PROPOSER QUESTIONNAIRE

Form A

Proposer Name: _____

Questionnaire completed by: _____

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your proposal response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)

- **Original executed forms D, E, H & I.**
- **Electronic submission of proposal (CD).**
- **Bid Security (or Cashier's Check)**
- **Certificate of Insurance**

Please insert a table of contents

Tab 1: Company Information

1) Provide the full legal name, address, and telephone number for your business.
2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)
3) Provide a brief history of your company that includes its goals and philosophy.
4) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
5) How long has your company has been in the **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES,** industry?
6) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products and services proposed. Are these people your employees, or the employees of a third party?
7) For public companies, provide your most recent annual report to shareholders.
8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

Tab 2: Industry-Marketplace Successes

9) List and document recent industry awards and recognition.
10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

Tab 3: Proposer's ability to sell and service nationwide.

13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?
15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
16) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
17) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

Tab 4: Marketing Plan

18) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
19) Describe your general marketing program strategy to promote the proposed Contract nationally.
20) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
21) Describe your use of technology and the internet to provide marketing and product awareness.
22) Describe your perception of NJPA's role in marketing the partnership and your products/services.
23) Describe the unique quality of the products/services in your proposal in relationship to others available in the market.

Tab 5: Value Added Attributes

24) Describe any training programs available as options for members.
25) Describe technological advances your proposal products/services offer.
26) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.
27) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
28) Identify any other unique or custom value added attributes.
29) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.
30) Identify your ability and willingness to service Canada specifically and internationally in general.
31) Describe any unique distribution method employed in your proposal.

Tab 6: Payment Terms and Financing Options

32) Identify your payment terms. (Net 30, etc.)
33) Identify any applicable leasing or other financing options as defined herein.
34) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Tab 7: Warranty

35) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
36) Do all warranties cover all material and labor?
37) Do warranties impose usage limit restrictions?
38) Do warranties cover the technicians travel time to perform warranty repairs?
39) Please list any other limitations or circumstances that would not be covered under your warranty.
40) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?

Tab 8: Other Cooperative Procurement Contracts Held

41) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.
42) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
43) Identify any GSA Contracts held or utilized by the Proposer.
44) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

Tab 9: Products/Services and Pricing

45) Provide a general narrative description of the products/services and services you are offering in your proposal.
46) Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount).
47) Propose a strategy, process, and specific method of facilitating "Sourced Goods" solution as defined herein.
48) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a SKU number for each item being proposed.
49) Provide a "CORE LIST" of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items.
50) Provide, if any, your volume rebate programs
51) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.
52) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are:
_____ a. The same as typically offered to an individual municipality or school district.
_____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
_____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.
(Your proposal will be considered "Non-Responsive" if this question is not answered.)
53) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
54) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.
55) Identify the Proposer's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

_____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form G. **OVERALL EVALUATION AND CRITERIA**

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposers whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for:_____

For the Proposed Subject **PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES,**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	50	
Pricing	400	
Industry and Marketplace Successes	25	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	75	
Value Added Attributes	75	
Invoicing Payment Terms and Financing Options	25	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0

Bonus Points awarded for:		
Bidders "Green" characteristics	50	

Overall Evaluation Points	1050	0

Proposed

Reviewed by: _____ Its_____

_____ Its_____

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SPECIFICATIONS REQUEST

Form C

Company Name: _____

Responding Name: _____ Phone: _____

Note: This is a sample form. Actual data may be provided on disk and printed. **Original must be signed** and inserted in the proposal after it is printed. Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal.

RFP Page Number	Section	Term, Condition, or Specification	Exception

Proposal Offering
And Acceptance and Award
RFP #011510

FORM D

PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES,
Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: FEDERAL SIGNAL CORP. Date: 4/8/10

Company Address: 1415 W. 22ND STREET SUITE 1100

City: OAK BROOK State: IL Zip: 60523

Contact Person: TOM SYBILRUD Title: REGIONAL MANAGER

Authorized Signature (ink only): THOMAS J. SYBILRUD
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As the awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Gary L. Nytes
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 27th day of May **Contract Number # 031710**

NJPA Authorized signature: Jane D. Walhall
(Name printed or typed)

Title: Board Clerk

Executed this 27th day of May **Contract Number # 031710**

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will posses prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and

4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and

6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and

8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

12. Proposer certifies they have disclosed all rebates, re-imbursements, cost reductions and any other sources of revenue to the Proposer, or organization known to Proposer, relating to the goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 031710.

13. Proposer certifies they will continue to disclose new sources of rebates, re-imbursements, marketing fees, cost reductions, and any other source of revenue to the Proposer, or organization known to Proposer, relating to goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 031710 during the term of any contract awarded pursuant to this RFP.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____ , 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

FORM H **State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ❑ We have a current Certificate of Compliance issued by the MDHR. **Proceed to** BOX C. **Include a copy of your certificate with your response.**
- ❑ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to** BOX C.
- ❑ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to** BOX C. **Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – **For those companies not described in** BOX A

Check below.

- ❑ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

BOX C – **For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Proposal Award Recommendation(s) for NJPA Membership Approval

The following are the recommendations of the Proposal Review Committee regarding RFP #031710 for the procurement

of

PUBLIC UTILITY VEHICLES AND/OR SERVICES, APARATUS, EQUIPMENT AND/OR ACCESSPRIES

The Proposal Review Committee for this RFP consists of:

Chairman: **Member:**

Member: **Member:**

The findings of the Committee are as follows:

A. Proposals rejected as non-responsive and the reason for that determination:

B. Methodologies used by the committee for evaluation:

C. Proposals recommended for approval with reasons for recommendation:

It is therefore recommended by the Proposal Review Committee that a Contract be approved for the above Proposer(s).

1. _____
2. _____
3. _____
4. _____
5. _____

ANNUAL RENEWAL OF AGREEMENT

made by and between

Federal Signal Corp. (Vendor)
1415 W. 22nd Street Suite 1100
Oak Brook, IL 60523

and

National Joint Powers Alliance® (NJPA)
f/k/a North Central Service Cooperative (NCSC)
200 First Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482 Fax: (218) 894-3045

Whereas:

"Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #031710-FSC", and 2) an "Operating Agreement" with an effective date of May 27, 2010, and a maturity date of May 27, 2014, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of May 27, 2011 through May 27, 2012.

National Joint Powers Alliance®(NJPA) f/k/a North Central Service Cooperative (NCSC)

By: _____, Its: Executive Director

Name printed or typed: Todd Cyscon

Date 6/22/11

Federal Signal Corp.

By: _____, Its: VP Sales and Marketing

Name printed or typed: Mike Higgins

Date 6-22-11

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

2011 List Price Worksheet - NJPA Pricing

2100 PLUS FAN

EFFECTIVE 08-24-2011

ALL INFORMATION MUST BE FILLED IN OR ORDER WILL NOT BE ACCEPTED

Vactor requires that PLUS Chassis Specifications Must Meet Vactor Requirements.
All Chassis Specs Must Be Approved by Vactor.

PURCHASE ORDER SUMMARY

ENTER DATA IN YELLOW CELLS

Date	
Dealer PO#	
Model	
Requested Delivery Date	
	> > > > M.S.O. INFORMATION < < < <
Assign To	
Address	
City	
State	
Zip	
FedEx To	
Address	
City	
State	
Zip	
Attention	
	ALL NON-EXEMPT CUSTOMERS MUST PAY F.E.T.
	ANY VEHICLE UNDER 33,000 LB GVWR IS NOT SUBJECT TO F.E.T.
Dealer	
Address	
City/State/Zip	
Terms:	
Customer	
Address	
City	
State	
Zip	
Contact	
Phone	
Fax	

Financed by Dealer:
Yes
No

Delivery Instructions:
You Must Choose One
Vactor Delivery
Customer Pick-Up

ENTER DATA IN YELLOW CELLS ONLY

MODEL	PLUS FAN COMBINATION SEWER CLEANERS	QTY	LIST	EXT LIST	EXT NET
2105-J4-PLUS	Centrifugal Fan, 5 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/4X2 Chassis Only	0	$ 154,303	$ -	$ -
2110-J4-PLUS	Centrifugal Fan, 10 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/4X2 or 6X4 Chassis	0	$ 156,957	$ -	$ -
2112-J4-PLUS	Centrifugal Fan, 12 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/6X4 Chassis Only	0	$ 162,281	$ -	$ -
2115-J4-PLUS	Centrifugal Fan, 15 Yard Debris Body Capacity, 1300 Gallon Water Capacity As Standard/6X4 Chassis Only	0	$ 169,202	$ -	$ -
	TOTAL MODULE	1		$ -	$ -
	STANDARDS INCLUDED:	1	LIST	EXT LIST	EXT NET
009PSTD	Under Engine Aluminum Toolbox (Weather Proof Lockable)	1		STD	STD
011PSTD	Aluminum Fenders	1		STD	STD
012PSTD	Mud Flaps	1		STD	STD
014PSTD	Electric/Hydraulic Four Way Boom	1		STD	STD
016PSTD	Color Coded Sealed Electrical System	1		STD	STD
018PSTD	Remote Pendant Control With 35' Cord	1		STD	STD

019PSTD	Vansco-Electronic Package: Vactor includes as standard-Chassis Tach, Blower Tach, Operating Mode, PTO Mode, Hydraulic Oil Temp Shutdown, (E-STOP-turns off rodder pump, turns off PTO A and PTO B, shuts off Aux Engine (If equipped), sets chassis throttle back to idle. Disables vacuum (opens vacuum disable). E-Stop Located @ Front Reel Controls, Rear Reel Controls, Pendant, Wireless Control (if equipped) and At Dump Control Location Machine Functions and Diagnostics (Chassis and Module)	1		STD	STD
020PSTD	Double Acting Dump Hoist Cylinder	1		STD	STD
022PSTD	2" Y-Strainer With 25' Fill Hose	1		STD	STD
025PSTD	Handgun Assy w/35' x 1/2" Hose With Quick Disconnects	1		STD	STD
026PSTD	Ex-Ten Steel Cylindrical Debris Tank	1		STD	STD
030PSTD	Flexible Hose Guide	1		STD	STD
032PSTD	(3) Nozzles with Carbide Inserts with Nozzle Rack (1) 30° Sand, (1) 30° Sanitary, (1) 15° Penetrator	1		STD	STD
045PSTD	Suction Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe	1		STD	STD
046PSTD	1" Nozzle Pipe	1		STD	STD
1001PSTD	Flat Rear Door w/Hydraulic Locks and Door Power Up, Power Down, Open/Close Feature (NO GRABBER)	1		STD	STD
1005PSTD	Dual 10" Stainless Steel Float Shut Off System/Rear Mounted	1		STD	STD
1024PSTD	Debris Body Vacuum Relief System	1		STD	STD
1031PSTD	Debris Deflector Plate	1		STD	STD
1032PSTD	48" Dump Height (w/1000 Gallon Capacity)	1		STD	STD
1033PSTD	60" Dump Height (w/1300 & 1500 Gallon Capacities)	1		STD	STD
2022PSTD	Water Sight Gauge D/S & P/S	1		STD	STD
2023PSTD	Liquid Float Level Indicator	1		STD	STD
3002PSTD	4 Cylinder John Deere - current emissions	1		STD	STD
4000PSTD	180 Degree Rotation Non Telescopic Boom, Front loading 8" Suction Hose	1		STD	STD
4005PSTD	Boom Transport Cradle	1		STD	STD
5001PSTD	60 GPM Variable Flow Water System	1		STD	STD
5011PSTD	3" Y-Strainer @ Water Pump with 3" Drain Valve	1		STD	STD
5012PSTD	Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd Pumps)	1		STD	STD
5014PSTD	Water Relief Valve, 1"	1		STD	
5015PSTD	Midship Handgun Coupling	1		STD	STD
5022PSTD	Side Mounted Water Pump	1		STD	STD
6000PSTD	400'x 1" Piranha Sewer Hose 2500 PSI	1		STD	STD
6004PSTD	Hose Wind Guide (Dual Roller)	1		STD	STD
6005PSTD	Hose Footage Counter Front Side Of Hose Reel-Mechanical	1		STD	STD
6007PSTD	Hose Reel Manual Hyd Extend/Retract	1		STD	STD
6009PSTD	Hose Reel Chain Cover (Full)	1		STD	STD
6020PSTD	Hydraulic Extending 15" Hose Reel (800'x 1") Capacity	1		STD	STD
7001PSTD	Tachometer - Chassis Engine w/Hourmeter	1		STD	STD
7006PSTD	Tachometer & Hourmeter - Auxiliary Engine	1		STD	STD
8000PSTD	Circuit Breakers	1		STD	STD
8025PSTD	LED Lights, Clearance, Back Up, Stop,Tail & Turn	1		STD	STD
9000PSTD	1+1 Vactor Manual-Partial Manual and CD Version	1		STD	STD
9002PSTD	Tow Hooks, Front And Rear	1		STD	STD
9003PSTD	Electronic Back-Up Alarm	1		STD	STD
P110STD	Module Paint Wet-On-Wet (DuPont)	1		STD	STD
S390ASTD	8" Vacuum Pipe Package	1		STD	STD
S560STD	Emergency Flare Kit	1		STD	STD
S590STD	Fire Extinguisher 5 Lbs.	1		STD	STD
	DEBRIS TANK ACCESSORIES		**LIST**	**EXT LIST**	**EXT NET**
1003P	DEBRIS BODY FLUSH OUT SYSTEM	0	$ 1,366	$ -	$ -
1004P	DEBRIS BODY VACUUM RELIEF SYSTEM WITH DEBRIS BODY LOAD LIMIT ALARM	0	$ 1,881	$ -	$ -
1004PB	ONBOARD ELECTRONIC/DIGITAL SCALE SYSTEM/TIED TO VAC RELIEF AND CONT FILL IF EQUIPPED TO MAINTAIN LEGAL LOADS	0	$ 11,667	$ -	$ -
1007P	6" BUTTERFLY VALVE/REAR DOOR LOCATED 3:00 POSITION WITH FIXED BASKET SCREEN	0	$ 1,083	$ -	$ -
1007PA	6" BUTTERFLY VALVE/REAR DOOR LOCATED 6:00 POSITION	0	$ 1,031	$ -	$ -

1008P	6" KNIFE VALVE/REAR DOOR WITH CAMLOC LOCATED 3:00 POSITION WITH FIXED BASKET SCREEN	0	$ 1,237	$ -		$ -
1008PA	6" KNIFE VALVE/REAR DOOR WITH CAMLOC LOCATED 6:00 POSITION	0	$ 1,031	$ -		$ -
1008PB	6" PORT IN REAR DOOR, BDC 6:00 POSITION WITH FIXED PERFORATED BASKET SCREEN / NO STANDPIPE / NO VALVE	0	$ 887	$ -		$ -
1008PC	6" PORT IN REAR DOOR WITH PERFORATED STAND PIPE AND HINGED PERFORATED SCREEN BDC 6:00 POSITION / NO VALVE	0	$ 1,206	$ -		$ -
1009P	SUBMERSIBLE TRASH PUMP - INTERNAL MOUNTED - FORWARD WALL IN BODY/INCLUDES INTERNAL SCREEN/2.5 X 25' DRAIN HOSE AND HOSE HOLDER	0	$ 9,900	$ -		$ -
1009PA	SUBMERSIBLE TRASH PUMP/ EXTERNAL MOUNTED - FORWARD WALL W/ FLOATING ARM/2.5 X 25' DRAIN HOSE AND HOSE HOLDER	0	$ 10,637	$ -		$ -
1009PB	INTERNAL PERFORATED SCREEN FOR PUMP OFF PORTS ONLY	0	$ 629	$ -		$ -
1009PD	FULL WIDTH SWINGING PERFORATED DECANT SCREEN (A SCREEN DESIGNED TO COVER VALVES LOCATED AT 6:00 AND 3:00 POSITIONS ON REAR DOOR, AVAILABLE ON SINGLE VALVES ALSO)	0	$ 716	$ -		$ -
1010P	PLUMBING ONLY FOR TRASH PUMP - 2.5" LINE PLUMBED TO FRONT BUMPER - **CONSULT FACTORY FOR THIS OPTION, ALL CHASSIS WILL NOT HAVE THIS CAPABILITY** (USE ONLY WITH OPTION 1009P OR 1009PA)	0	$ 6,092	$ -		$ -
1010PA	PUMP-OFF PORT INSTALLATION ONLY (PORTS ONLY IN BODY)	0	$ 526	$ -		$ -
1010PB	PUMP-OFF PORT INSTALLATION: INCLUDES ELECTRONIC FUNCTION, PORTS, HYDRAULIC VALVES (MANIFOLD CARTRIGES (1) flow valve, (1) relief valve, SWITCHES AND WIRING/ (LESS TRASH PUMP AND PLUMBING) Does not have any plumbing from hydraulic manifold-Hosing to Ports, fittings, valves etc) NOT AVAILABLE ON EXTERNAL PUMP OFF SYSTEMS	0	$ 2,196	$ -		$ -
1011P	GRAVITY DRAIN-OFF SYSTEM TO FRONT BUMPER - 2.5" LINE **CONSULT FACTORY FOR THIS OPTION, ALL CHASSIS WILL NOT HAVE THIS CAPABILITY** (2.5" PLUMBING, VALVE, GRAVITY DRAIN PIPE IN BODY)	0	$ 2,742	$ -		$ -
1012P	6" DECANT SYSTEM WITH AIR OPERATED KNIFE VALVE - FORWARD MOUNTED W/SCREEN (THIS MAY BE INSTALLED ON STREETSIDE WITH CERTAIN OPTION CONTENT)	0	$ 2,108	$ -		$ -
1013P	DEBRIS/WATER TANKS COMBINED - ADDITIONAL WATER CAPACITY	0	$ 2,196	$ -		$ -
1014P	CENTRIFUGAL SEPARATOR REAR MOUNTED (PLUS STYLE)	0	$ 4,778	$ -		$ -
1014PA	CENTRIFUGAL SEPARATOR 304 STAINLESS STEEL/REAR MOUNTED (PLUS STYLE)	0	$ 6,163	$ -		$ -
1015P	FOLDING PIPE RACK/CURBSIDE	0	$ 948	$ -		$ -
1015PA	FOLDING PIPE RACK/STREET SIDE	0	$ 948	$ -		$ -
1015PB	FOLDING PIPE RACK/REAR DOOR (May not be available due to valves, lighting, etc)	0	$ 948	$ -		$ -
1022P	SPLASH SHIELD - BOLTED TO BODY FLANGE REAR DOOR	0	$ 1,392	$ -		$ -
1023P	LUBE MANIFOLD (INCLUDES OPTIONS 1023PA)	0	$ 2,066	$ -	See Tab FAN CHANGES	$ -
1023PA	LAMINATED LUBE CHART	0	$ 56	$ -	See Tab FAN CHANGES	$ -
1030P	DEBRIS BODY INSPECTION PORT WITH LADDER	0	$ 1,139	$ -		$ -
	WATER TANK ACCESSORIES		**LIST**	**EXT LIST**		EXT NET
2001P	LOW WATER LIGHT AND ALARM AND WATER PUMP FLOW INDICATOR-GPM	0	$ 588	$ -		$ -
2003P	LAVAL WATER SEPARATOR (THIS IS A CENTRIFUGAL WATER SEPARATOR AT WATER TANK FILL)	0	$ 1,618	$ -		$ -
2004P	CONTINUOUS FILL SYSTEM AT WATER TANK INLET	0	$ 1,618	$ -		$ -
2006P	AIR PURGE SYSTEM UTILIZING CHASSIS AIR SYSTEM	0	$ 1,181	$ -		$ -
2007P	650 GALLON STREET FLUSHER - 4 HEADS - CONTROLS IN CAB INCLUDES TANKS JOINED OPTION REQUIRES ADDITIONAL 18" CHASSIS CA & FRONT CRANKSHAFT DRIVE IF A MANUAL TRANSMISSION (CONSULT FACTORY)	0	$ 19,687	$ -		$ -
2008P	300 GALLON STREET FLUSHER - 2 HEADS - ON/OFF IN CAB ONLY REQUIRES ADDITIONAL 18" CHASSIS CA & FRONT CRANKSHAFT DRIVE IF A MANUAL TRANSMISSION (CONSULT FACTORY)	0	$ 13,539	$ -		$ -

2011P	3" Y-STRAINER IN LIEU OF 2" AT WATER TANK FILL	0	$ 397	$ -		$ -
2014PSTD	1000 GALLON WATER CAPACITY - STANDARD ON 5,10,12 YD UNITS, WILL HAVE 48" DUMP HEIGHT 5 yd body 4x2 chassis only 10 yd body 4x2 or 6x4 chassis 12 yd body 6x4 chassis only (DEPENDING ON CHASSIS FRAME HEIGHT)	0	STD	STD		STD
2015PSTD	1300 GALLON WATER CAPACITY - STANDARD ON 15 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)	0	STD	STD		STD
2016P	1300 GALLON WATER CAPACITY - ADDITIONAL ON 10 & 12 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)	0	$ 2,473	$ -		$ -
2017P	1500 GALLON WATER CAPACITY - ADDITIONAL ON 15 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)	0	$ 1,237	$ -		$ -
2018P	1500 GALLON WATER CAPACITY - ADDITIONAL ON 10 & 12 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)	0	$ 3,705	$ -		$ -
2020P	6" GRAVITY WATER FILL WITH 3" Y-STRAINER ON WATER TANK IN ADDITION TO STD FILL SYSTEM	0	$ 824	$ -		$ -
2021P	ADDITIONAL AIR GAP - WATER FILL SYSTEM (INCLUDES Y-STRAINER, 2.5" X 25' FILL HOSE, HOSE STORAGE)	0	$ 676	$ -		$ -
	VACUUM SYSTEM ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
3003PC	TWO STAGE FAN W/JOHN DEERE PLUS ENGINE AND FLUID COUPLER	0	$ 19,222	$ -		$ -
3013P	LEVEL I-VAC-ON-THE-GO DRIVEN VIA THE AUTOMATIC TRANSMISSION - This system utilizes the Allison 3500, 3000, 4000 and 4500 RDS P automatic transmission as a source of power for the water pump and boom functions. LEVEL I is for the cleaning of drying beds, vacuuming leaves and debris along curbs. INCLUDES; 1. Vac-On The-Go with full, constant vacuum 2. Full range of the boom 3. A water ring, installed in the boom inlet, operating at up to10 gallons of water per minute to aid in vacuuming of dry materials.	0	$ 1,031	$ -		$ -
3013PA	LEVEL II-VAC-ON-THE-GO DRIVEN VIA THE AUXILIARY ENGINE This utilizes hydraulic system from the auxiliary engine. Does not require an automatic transmission. LEVEL II is for the cleaning of drying beds, vacuuming leaves and debris along curbs. INCLUDES; 1. Vac-On The-Go with full, constant vacuum 2. Full range of the boom 3. A water ring, installed in the boom inlet, operating at up to10 gallons of water per minute to aid in vacuuming of dry materials. 4. Cold weather recirculator system is included	0	$ 2,772	$ -		$ -
	BOOM ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
4001P	4 FT. HYDRAULIC EXTENDABLE BOOM WITH 180 DEGREE ROTATION	0	$ 8,076	$ -		$ -
4003P	8 FT. HYDRAULIC EXTENDABLE BOOM WITH 180 DEGREE ROTATION	0	$ 9,704	$ -		$ -
4004P	8 FT. HYDRAULIC TELESCOPIC BOOM WITH 180 DEGREE ROTATION	0	$ 12,745	$ -		$ -
4014P	5 x 5 TELESCOPIC & EXTENDABLE BOOM (INCLUDES OPTION 4010P)	0	$ 16,249	$ -	See Tab FAN CHANGES	$ -
4006P	JOYSTICK CONTROL FOR BOOM FUNCTION (1) - FRONT	0	$ 721	$ -		$ -
4008P	GRATE LIFTING HOOK - INSTALLED ON BOOM	0	$ 284	$ -		$ -
4009P	WATER RING ASSEMBLY - INSTALLED IN VACUUM SUCTION HOSE AT ELBOW	0	$ 747	$ -		$ -
4009PA	WATER RING ASSEMBLY - INSTALLED IN VACUUM SUCTION HOSE TO BODY	0	$ 747	$ -		$ -

4010P	POST TYPE FRONT BUMPER BOOM STORAGE ILO STD (STANDARD WITH 5X5 BOOM OPTION)	0	$ 490	$ -	See Tab FAN CHANGES	$ -
4011PB	T300 OMNEX REMOTE CONTROL BELLY PACK - WIRED OR WIRELESS CAPABILITY. THIS SYSTEM WILL ACTIVATE ALL BOOM FUNCTIONS: UP, DOWN, LEFT, RIGHT, (IN & OUT IF SO EQUIPPED) VACUUM RELIEF ON/OFF, RODDER PUMP ON/OFF, THROTTLE UP/DOWN, E-STOP, HOSE REEL PAY IN/PAY OUT, HOSE REEL SPEED CONTROL, WATER PRESSURE CONTROL (IF REMOTE IS REQUIRED, YOU MUST SELECT THIS OPTION FOR A 5X5 BOOM)	0	$ 2,814	$ -	See Tab FAN CHANGES	$ -
4013P	ROTATABLE INLET HOSE ASSEMBLY, TELE/EXTENDABLE	0	$ 526	$ -		$ -
4013PA	ROTATABLE INLET HOSE ASSEMBLY, 5X5	0	$ 814	$ -		$ -
	HIGH PRESSURE WATER PUMP		**LIST**	**EXT LIST**		**EXT NET**
5000P	40 GPM/2500 PSI WATER SYSTEM - ILO 60GPM/2000PSI SYSTEM- DOES NOT INCLUDE WATER ACCUMULATOR. OR MULTI FLOW	0	N/C	N/C		N/C
5001PA	60 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM	0	N/C	N/C		N/C
5002P	80 GPM/2000 PSI WATER SYSTEM - ILO STD WATER SYSTEM	0	N/C	N/C		N/C
5002PA	80 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM	0	N/C	N/C		N/C
5004P	100 GPM/2000 PSI WATER SYSTEM - INCLUDES 500' X 1 1/4" SEWER HOSE	0	$ 3,690	$ -		$ -
5004PB	100 @ 2000 PSI SYSTEM - PUMP AND PLUMBING ONLY	0	$ 1,958	$ -		$ -
5008PA	12 GPM COLD WEATHER RECIRCULATION SYSTEM – (FAN MACHINES) DRIVEN FROM AUXILIARY ENGINE; *include with Vac-On-Go-II*	0	$ 2,772	$ -		$ -
5008PB	EXTREME COLD WEATHER RECIRCULATION SYSTEM – MINIMUM 25 GPM - DRIVEN FROM ALLISON AUTOMATIC TRANS	0	$ 1,566	$ -		$ -
5009PA	12 GPM COLD WEATHER RECIRCULATION SYSTEM - THIS OPTION AVAILABLE FOR ALL MACHINES WITH MANUAL TRANSMISSION. REQUIRES CHASSIS FRONT CRANKSHAFT DRIVE PROVISION. CHASSIS MUST BE ORDERED WITH FRONT CRANK PROVISION. (NOTE: ALL CHASSIS ARE NOT AVAILABLE WITH FRONT CRANK)	0	$ 4,036	$ -		$ -
5010P	ACCUMULATOR SYSTEM FOR JET RODDER WATER SYSTEM	0	$ 2,515	$ -		$ -
5015P	FRONT AND REAR HANDGUN COUPLERS	0	$ 480	$ -		$ -
5021P	HYDRO EXCAVATION KIT WITH RETRACTABLE REEL, 50' X 3/8" HOSE, HANDGUN & PLUMBING (MUST HAVE OPTION #5010 ACCUMULATOR ON THE MACHINE) *THIS IS NOT AVAILABLE ON CATCH BASIN UNITS*	0	$ 3,129	$ -		$ -
5023P	FAN FLUSH OUT SYSTEM	0	$ 464	$ -		$ -
	HOSE REEL ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
6000PB	400' X 1" PIRANHA SEWER HOSE/2500 PSI	0	STD	STD	See Tab FAN CHANGES	STD
6001PB	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 262	$ -	See Tab FAN CHANGES	$ -
6002PB	600' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 525	$ -	See Tab FAN CHANGES	$ -
	700' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 787	$ -	See Tab FAN CHANGES	$ -
6003PC	800' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,050	$ -	See Tab FAN CHANGES	$ -
	400' X 1" AEROQUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 75	$ -	See Tab FAN CHANGES	$ -
6001P	500' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 356	$ -	See Tab FAN CHANGES	$ -
6002P	600' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 637	$ -	See Tab FAN CHANGES	$ -
6003P	800' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,200	$ -	See Tab FAN CHANGES	$ -
	400' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 376	$ -	See Tab FAN CHANGES	$ -
6001PC	500' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 713	$ -	See Tab FAN CHANGES	$ -
6002PE	600' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,067	$ -	See Tab FAN CHANGES	$ -

6002PC	700' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,420	$ -	See Tab FAN CHANGES	$ -
	800' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,772	$ -	See Tab FAN CHANGES	$ -
	400' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 500	$ -	See Tab FAN CHANGES	$ -
6001PD	500' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 887	$ -	See Tab FAN CHANGES	$ -
6002PF	600' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,275	$ -	See Tab FAN CHANGES	$ -
6002PD	700' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,662	$ -	See Tab FAN CHANGES	$ -
	800' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 2,050	$ -	See Tab FAN CHANGES	$ -
6000PA	400' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 2,533	$ -	See Tab FAN CHANGES	$ -
6001PA	500' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 3,297	$ -	See Tab FAN CHANGES	$ -
6002PA	600' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 4,167	$ -	See Tab FAN CHANGES	$ -
6003PA	800' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM & EXTRA CAPACITY REEL*	0	$ 5,907	$ -	See Tab FAN CHANGES	$ -
6004PA	AUTOMATIC HOSE LEVEL WIND GUIDE	0	$ 4,345	$ -		$ -
6004PB	INDEXING AUTOMATIC HOSE LEVEL WIND GUIDE	0	$ 4,741	$ -		$ -
6004PD	PINCH ROLLER - 2100 SERIES ONLY (INCLUDED IN 6004PA & 6004PB)	0	$ 1,294	$ -	See Tab FAN CHANGES	$ -
6005PA	ADDITIONAL MECHANICAL HOSE FOOTAGE COUNTER LOCATED ON THE REAR OF HOSE REEL	0	$ 453	$ -		$ -
6005PD	DIGITAL HOSE COUNTER - ENGLISH OR METRIC - (STD FRONT MECHANICAL HOSE FOOTAGE COUNTER MOVES TO REAR)	0	$ 1,566	$ -		$ -
6006P	HOSE GUARD/RODDER HOSE	0	$ 1,051	$ -		$ -
6008P	HOSE REEL MANUAL REWIND	0	$ 480	$ -		$ -
6011P	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY	0	$ 1,176	$ -		$ -
6012P	LATERAL CLEANING KIT WITH 150' HOSE AND NOZZLE/25 GPM, 2000 PSI	0	$ 2,835	$ -		$ -
6013P	HYDRAULIC TOOL PACKAGE (WILL OPERATE CLASS THREE TOOLS - 9 TO 12 GPM)	0	$ 1,345	$ -		$ -
6017P	HYDRAULIC SHUT - OFF VALVES AT SUCTION, RETURN AND FILTER LINE (3)	0	$ 1,422	$ -		$ -
6019P	RODDER PUMP DRAIN VALVES (2)	0	$ 453	$ -		$ -
6020PA	HYDRAULIC EXTENDING HOSE REEL/1000' CAPACITY ILO STD	0	$ 3,129	$ -		$ -
6020PB	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 500' X 1-1/4" AERO-QUIP SEWER HOSE 500' X 1-1/4" PIRANHA SEWER HOSE 700' X 1" SHARK, 700' X 1" PIRANHA ARMOR BELT, OR 700' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE 800' X 1" AERO-QUIP OR 800' X 1" PIRANHA SEWER HOSE	0	$ 14,662	$ -		$ -
6020PC	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 600' X 1-1/4" AERO-QUIP OR 600' X 1-1/4" PIRANHA SEWER HOSE 800' X 1" SHARK SEWER HOSE 900' X 1" PIRANHA ARMOR BELT OR 900' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE 1000' X 1" AERO-QUIP OR 1000' X 1" PIRANHA SEWER HOSE	0	$ 16,806	$ -		$ -
6022P	SEWER INSPECTION CAMERA SYSTEM (IBAK)/FRONT MOUNTED, CONTROLLER, CABLE REEL, CRAWLER W/CAMERA (PAN AND TILT) INCLUDES STORAGE TOOLBOX	0	$ 79,562	$ -	See Tab FAN CHANGES	$ -
	FRONT STATION AND IN CAB CONTROLS		**LIST**	**EXT LIST**		**EXT NET**
7003P	HOURMETER FOR WATER PUMP OPERATION	0	$ 294	$ -		$ -
7004P	HOURMETER FOR PTO OPERATION	0	$ 294	$ -		$ -
7005P	HYDRAULIC OIL HIGH TEMPERATURE LIGHT AND ALARM	0	$ 335	$ -		$ -

7005PA	INTELLIVIEW IN CAB MOUNT - (Gives the operator the capability of mounting front Intelliview display in cab)	0	$ 515	$ -		$ -
	LIGHT ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
8001P	SPLIT ARROW TRAFFIC CONTROLLER TWO PIECE 10 LIGHTS - REAR ONLY	0	$ 1,279	$ -		$ -
8001PA	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - REAR	0	$ 1,279	$ -		$ -
8001PB	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - REAR	0	$ 1,876	$ -		$ -
8001PC	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - FRONT	0	$ 1,876	$ -		$ -
8001PD	WHELEN DIRECTIONAL LARGE ARROW ONE PIECE 16 STROBE LIGHTS - REAR ONLY	0	$ 4,365	$ -		$ -
8001PE	LED SPLIT ARROW TRAFFIC CONTROLLER TWO PIECE 10 LED LIGHTS - REAR ONLY	0	$ 1,463	$ -		$ -
8002P	HAND LIGHT WITH BUMPER PLUG	0	$ 340	$ -		$ -
8003P	HAND LIGHT WITH RETRACTABLE REEL	0	$ 510	$ -		$ -
8004P	REVOLVING AMBER BEACON LIGHT - FED SIG 100 SERIES MOUNTED REAR ONLY	0	$ 639	$ -		$ -
8007P	STROBE LIGHT - FED SIG US-5 SERIES REAR MOUNTED ONLY	0	$ 892	$ -		$ -
8007PB	STROBE LED AMBER LIGHT - FED SIG FRONT CAB GUARD MOUNTED	0	$ 995	$ -		$ -
8007PC	STROBE LED AMBER LIGHT - FED SIG REAR MOUNTED ONLY	0	$ 995	$ -		$ -
8008P	BRACKETS AND WIRING FOR REVOLVING OR STROBE LIGHT (EACH) (BRACKET IS FOR REVOLVING OR STROBE ONLY) REAR	0	$ 397	$ -		$ -
8008PA	BRACKETS AND WIRING FOR REVOLVING OR STROBE LIGHT (EACH) (BRACKET IS FOR REVOLVING OR STROBE ONLY) FRONT	0	$ 397	$ -		$ -
8012P	ADDITIONAL CONNECTOR FOR HAND LIGHT	0	$ 129	$ -		$ -
8013P	LIMB GUARD FOR REVOLVING OR STROBE LIGHT (EACH)	0	$ 181	$ -		$ -
8020P	WHELEN DOT 3 LIGHTING SYSTEM FOUR STROBE LIGHT HEAD ASSEMBLY	0	$ 4,752	$ -		$ -
8020PA	WHELEN DOT 3 LIGHTING SYSTEM SIX STROBE LIGHT HEAD ASSEMBLY	0	$ 4,979	$ -		$ -
8020PC	VACTOR FOUR FLASHING LIGHT ASSEMBLY - TWO PIECE EACH WITH (2) AMBER LIGHTS 7" DIA	0	$ 567	$ -		$ -
8020PE	FS DOT 3 - 6 LIGHT SYSTEM - ALL LED SYSTEM - 2 FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES	0	$ 2,639	$ -	See Tab FAN CHANGES	$ -
8020PF	FS DOT 3 - 4 LIGHT SYSTEM - ALL LED SYETEM - 2 FED SIG MIRROR MOUNT STROBES, 2 REAR MOUNTED OVAL LED QUAD FLASH LIGHTS	0	$ 2,093	$ -	See Tab FAN CHANGES	$ -
8020PG	FS DOT 3 - 5 LIGHT SYSTEM - ALL LED SYSTEM - 1 CAB GUARD STROBE, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH LIGHTS	0	$ 2,422	$ -	See Tab FAN CHANGES	$ -
8022P	LED BUMPER STROBES LIGHTS - FED SIG RECESSED IN THE TAIL PLATE OF THE VACTOR	0	$ 1,154	$ -		$ -
8028P	LED WORK LIGHTS (2) ON ALL BOOMS	0	$ 711	$ -		$ -
8029P	LED WORK LIGHT/REAR DOOR	0	$ 564	$ -		$ -
8029PA	LED WORK LIGHT AT OPERATOR STATION (EACH)	0	$ 598	$ -		$ -
8029PB	LED WORK LIGHT @ HOSE REEL MANHOLE (EACH)	0	$ 598	$ -		$ -
8029PC	LED WORK LIGHT @ CURB SIDE	0	$ 448	$ -		$ -
8029PD	LED WORK LIGHT @ STREET SIDE	0	$ 448	$ -		$ -
8029PE	LED WORK LIGHT @ AUX ENGINE	0	$ 448	$ -	See Tab FAN CHANGES	$ -
	CHASSIS ACCESSORIES			**EXT LIST**		**EXT NET**
9000P	ADDITIONAL VACTOR FULL PRINTED MANUAL	0	$ 155	$ -		$ -
9000PA	ADDITIONAL VACTOR MANUAL	0	$ 155	$ -		$ -
9001P	ZIEBART CORROSION PROTECTION	0	$ 1,407	$ -		$ -
9001PA	**ROAD SALT PROTECTION** - A PROTECTIVE COATING/KATS UL5000 A water based synthetic acrylic copolymer coating sprayed on the exterior of the machine for protection against the elements during transit. Requires a water based KATS UL8000 (Supplied by Vactor) to remove the coating	0	$ 330	$ -	See Tab FAN CHANGES	$ -

9011P	PINTLE HITCH ASSEMBLY (STATE HEIGHT REQUIRED)	0	$ 1,108	$ -	$ -
9019P	**DELIVERY TO DEALER (INSERT LIST PRICE)**		$ -	$ -	$ -
9021P	CAMERA SYSTEM, REAR CAMERA ONLY	0	$ 1,566	$ -	$ -
9021PA	CAMERA SYSTEM, FRONT & REAR CAMERA	0	$ 2,139	$ -	$ -
9021PB	CAMERA SYSTEM, FRONT, REAR AND BOTH SIDES	0	$ 2,669	$ -	$ -
9023P	SAFETY CONE STORAGE RACK/PLATE FOR DROP IN CONES	0	$ 149	$ -	$ -
9023PA	SAFETY CONE STORAGE RACK/POST TYPE	0	$ 149	$ -	$ -
9024P	WATER COOLER STORAGE RACK	0	$ 148	$ -	$ -
	ALUMINUM TOOLBOXES AND TOOLTRAYS		**LIST**	**EXT LIST**	**EXT NET**
Series 9070P	**MOUNTED FRONT BUMPER & LONG HANDLE TOOL STORAGE** **Aluminum Toolboxes**				
9070PA	46849MQ/16x12x18 FRONT BUMPER TOOLBOXES (2) PD or FAN 4X2 & 6X4 CHASSIS 1000, 1300, 1500 GALLON CAPACITIES	0	$ 1,799	$ -	$ -
9070PB	LONG HANDLE TOOL STORAGE - (6) 2.5" PVC STORAGE TUBES LOCATED REAR SUBFRAME AND ON BOOM REST	0	$ 319	$ -	$ -
Series 9071P	***BEHIND CAB TOOLBOXES AND TOOL TRAYS*** ***CONTACT THE SALES DEPARTMENT FOR CORRECT CHASSIS LENGTH FOR THESE TOOLBOX AND TRAY SELECTIONS***				
9071PA	46849NT/17W X 30H X 48D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Back of Cab Toolbox/Passenger Side Access - Exhaust position dependent	0	$ 2,278	$ -	$ -
9071PB	46849PT/14W x 8H x 48D TOOLTRAY PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Behind Cab Tool Tray Passenger Side Access	0	$ 670	$ -	$ -
9071PD	46849PF/17W x 30H x 48D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Behind Cab Tool Box Driver Side Access - Exhaust position dependent	0	$ 2,278	$ -	$ -
9071PC	46849PU/14W x 8H x 48D TOOLTRAY PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Behind Cab Tool Tray Driver Side Access	0	$ 670	$ -	$ -
9071PE	46849AB/16W x 30H x 96D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Appropriate Cab To Axle Is Required For Dual Access	0	$ 2,870	$ -	$ -
9071PF	46849CM/14W x 36H x 96L TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Appropriate Cab To Axle Is Required For Dual Access	0	$ 2,922	$ -	$ -
9071PG	46849PM/18W x 36H x 26D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Rain Coat Style Mounted Behind Cab Driver Side Access	0	$ 1,453	$ -	$ -
Series 9072P	***MOUNTED DRIVER SIDE-CHASSIS FRAME*** ***Aluminum Toolboxes***				
9072PA	46849JF/60W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300 GALLON ONLY Located In Area Between Boom Pedestal to Boom Guard	0	$ 2,386	$ -	$ -

9072PB	46849DY/24W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1500 GALLON ONLY Located Rear of Boom Guard Area	0	$ 1,453	$ -		$ -
Series 9073P	***MOUNTED PASSENGER SIDE-CHASSIS FRAME*** ***Aluminum Toolboxes***					
9073PA	46849MG/30W x 18H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000,1300,1500 GALLON CAPACITIES Available When Both Handgun and HXX Reels Are Omitted	0	$ 1,583	$ -		$ -
Series 9075P	***MOUNTED DRIVERS SIDE-MODULE SUB FRAME*** ***Aluminum Toolboxes***					
9075PA	46849MH/60W x 20H x 12D TOOLBOX FAN ONLY 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Mounted at fan inlet	0	$ 1,340	$ -	See Tab FAN CHANGES	$ -
9075PB	46849PG/48W x 20H x 12D TOOLBOX FAN ONLY 4X2 CHASSIS 1000 GALLON CAPACITIES Mounted at fan inlet	0	$ 1,191	$ -	See Tab FAN CHANGES	$ -
	PAINT		**LIST**	**EXT LIST**		**EXT NET**
***	**MATCH CAB - YES OR NO**					
P110STD	MODULE - DUPONT (WET-ON-WET)	0	STD	STD		STD
***	**ENTER COLOR AND PAINT CODE**					
P111	MODULE - CENTARI (PRIMER BASE)	0	$ 1,422	$ -		$ -
***	**ENTER COLOR AND PAINT CODE**					
P112	MODULE - IMRON (PRIMER BASE)	0	$ 1,876	$ -		$ -
***	**ENTER COLOR AND PAINT CODE**					
P113	MODULE STRIPE - SINGLE	0	$ 2,051	$ -		$ -
***	**ENTER COLOR AND PAINT CODE**					
P114	MODULE STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 2,489	$ -		$ -
***	**ENTER COLOR AND PAINT CODE**					
P115	REAR DOOR STRIPE - PAINTED	0	$ 1,026	$ -		$ -
***	**ENTER COLOR AND PAINT CODE**					
P116	REAR DOOR STRIPE - REFLECTIVE TAPE (CHEVRON)	0	$ 654	$ -		$ -
**	**ENTER COLOR**					
P118	CAB PAINT - CENTARI	0	$ 3,737	$ -		$ -
***	**ENTER COLOR AND PAINT CODE**					
P119	CAB PAINT- IMRON	0	$ 4,159	$ -		$ -
***	**ENTER COLOR AND PAINT CODE**					
P120	CAB STRIPE - SINGLE	0	$ 1,324	$ -		$ -
**	**ENTER COLOR**					
P121	CAB STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 1,463	$ -		$ -
**	**ENTER COLOR**					
ITEM #	**SPECIAL OPTIONS/INSERT DESCRIPTIONS**		**INSERT LIST PRICE**	**EXT LIST**		**EXT NET**
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	SPARE PARTS/ACCESSORIES		LIST	EXT LIST		EXT NET
S001	1" - 15 Deg. Sand Nozzle W/6-Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S010	1" - 30 Deg. Penetrator Nozzle W/7 - Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S020	1" - 15 Deg. Penetrator Nozzle W/7 - Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S030	3" Dia. General Purpose Nozzle W/6 - Replaceable Nozzles	0	$ 275	$ -		$ -
S040	#10 Storm Nozzle W/8 Replaceable Nozzles	0	$ 260	$ -		$ -
S050	6" Dia. Nozzle W/8- Replaceable Nozzles	0	$ 1,185	$ -		$ -
S060	8" Dia. Nozzle W/8- Replaceable Nozzles	0	$ 1,850	$ -		$ -
S070	Culvert Nozzle W/8- Replaceable Nozzles	0	$ 940	$ -		$ -
S080	1" - 15 Deg. Probe Nozzle W/5 Jets	0	$ 160	$ -		$ -
S120	1" - 30 Deg. Lateral Kit Nozzle (Non-Tungsten Carbide)	0	$ 170	$ -		$ -
S160	1" - 30 Deg. Sanitary Nozzle W/6 Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S170	1" - 15 Deg. Sanitary Nozzle W/6 Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S180	1" - 30 Deg. Sand Nozzle W/6 Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S190	Additional 1/2" Handgun Hose / Per Foot Cost	0	$ 4	$ -		$ -
S200	Additional 1" Leader Hose / Per Foot Cost	0	$ 7	$ -		$ -
S210	Basin Retriever (Handi-Clam)	0	$ 335	$ -		$ -
S220	Basin Shovel	0	$ 410	$ -		$ -
S230	Basin Spoon	0	$ 410	$ -		$ -
S240	Offset Manhole Roller	0	$ 410	$ -		$ -
S250	Root Cutter Kit (Does Not Include Saws)	0	$ 2,470	$ -		$ -
S260	6" Spiral Saw Blade	0	$ 160	$ -		$ -
S270	8" Spiral Saw Blade	0	$ 185	$ -		$ -
S280	10" Spiral Saw Blade	0	$ 185	$ -		$ -
S290	12" Spiral Saw Blade	0	$ 235	$ -		$ -
S300	15" Spiral Saw Blade	0	$ 260	$ -		$ -
S310	Nozzle Pipe For Std. 1" Nozzle	0	$ 110	$ -		$ -
S320	Nozzle Pipe For #10 Nozzle	0	$ 135	$ -		$ -
S330	Round Leaf Pick-up Nozzle	0	$ 160	$ -		$ -
S340	Lid Lifting Hook	0	$ 80	$ -		$ -
S350	8" Adjustable Air Adapter	0	$ 325	$ -		$ -
S350A	6" Adjustable Air Adapter	0	$ 325	$ -		$ -
S360	Underwater Debris Nozzle (Snorkel Kit)	0	$ 550	$ -		$ -
S370	8" x 3' Aluminum Pipe Assy	0	$ 135	$ -		$ -
S380	8" x 5' Aluminum Pipe Assy	0	$ 160	$ -		$ -
S390	8" x 7.5' Aluminum Pipe Assy	0	$ 175	$ -		$ -
S400	8" x 6.5' Catch Basin Nozzle Assy	0	$ 175	$ -		$ -
S410	8" Quick Clamp Assy	0	$ 60	$ -		$ -
S420	6" Quick Clamp Assy	0	$ 60	$ -		$ -
S430	Water Ring Assy	0	$ 300	$ -		$ -
S440	8" x 6" Flange Adapter	0	$ 160	$ -		$ -
S450	8"x4"x4" Adapter	0	$ 265	$ -		$ -
S460	Additional Handgun Assy. With Hose	0	$ 325	$ -		$ -
S470	Additional 6" Lay Flat Drain Hose - Per Ft. Price	0	$ 10	$ -		$ -
S480	Additional 2 1/2" Water Fill Hose - Per Ft. Price	0	$ 6	$ -		$ -
S490	Additional 2" Water Screen	0	$ 50	$ -		$ -
S500	Additional 3" Water Screen	0	$ 55	$ -		$ -
	1" Piranha Swage Kit - Manual (Includes Machine, Dies, and Pusher)	0	$ 856	$ -	See Tab FAN CHANGES	$ -
S510	1" Areoquip Swedge Kit (Includes Machine, Dies, and Pusher)	0	$ 1,365	$ -	See Tab FAN CHANGES	$ -
S515	1" Shark Hose Swedge Kit (Includes Machine, Dies, and Pusher)	0	$ 3,075	$ -		$ -
S520	1 1/4" Aeroquip Hose Swedge Kit (Includes Machine, Dies, and Pusher)	0	$ 1,815	$ -	See Tab FAN CHANGES	$ -
S530	Flexible Hose Guide	0	$ 160	$ -		$ -
S540	Catch Basin Handle Assy	0	$ 160	$ -		$ -
S550	Hydrant Wrench	0	$ 75	$ -		$ -
S560	Emergency Flare Kit	0	$ 75	$ -		$ -
S570	Jet Digger	0	$ 640	$ -		$ -
S580	Grate Lift Hook	0	$ 180	$ -		$ -
S590	5# Fire Extinguisher	0	$ 135	$ -		$ -
89957	Higbee C/B Nozzle Assy 8" x 78"	0	$ 660	$ -		$ -

89957A	Higbee C/B Nozzle Assy 8" x 36"	0	$ 465	$ -	$ -
501523	Higbee C/B Nozzle Assy 6" x 36"	0	$ 425	$ -	$ -
501523A	Higbee C/B Nozzle Assy 6" x 78"	0	$ 480	$ -	$ -
34763	6" x 3' Alum Pipe Assy	0	$ 125	$ -	$ -
34763A	6" x 5' Alum Pipe Assy	0	$ 160	$ -	$ -
34763B	6" x 7.5' Alum Pipe Assy	0	$ 240	$ -	$ -
34766	6" x 6.5' Catch Basin Nozzle Assy	0	$ 230	$ -	$ -
	TOTAL OPTIONS LIST			$ -	$ -
	PRICING SUMMARY			EXT LIST	EXT NET
	BASE MODULE			$ -	$ -
	OPTIONS			$ -	$ -
	MODULE, OPTIONS, SPARE PARTS		ENTER LIST DISCOUNT	$ -	$ -
	DISCOUNT/ENTER DOLLAR AMOUNT		$ -	$ -	$ -
CONSULT FACTORY FOR STOCK CHASSIS			ENTER LIST CHASSIS PRICE	EXT LIST	EXT NET
ITEM #			$ -	$ -	$ -
MAKE					
MODEL				EXT LIST	EXT NET
LIST PRICE OF MODULE, OPTIONS AND CHASSIS LESS DISCOUNT				$ -	$ -
ENTER NON-STOCK CHASSIS INFORMATION BELOW					
MAKE					
MODEL					
	CUSTOMER SUPPLIED CHASSIS MODIFICATION CHARGE *(APPLIES WHEN CUSTOMER SUPPLIED CHASSIS DOES NOT MEET MINIMUM SPECIFICATION)*	0	$ 2,293	$ -	$ -
ENTER SPECIAL INSTRUCTIONS BELOW					
				EXT LIST	TOTAL NET
				$ -	$ -

2011 List Price Worksheet - NJPA Pricing

2100 PLUS PD

EFFECTIVE 08-24-2011

ALL INFORMATION MUST BE FILLED IN OR ORDER WILL NOT BE ACCEPTED

Vactor requires that PLUS Chassis Specifications Must Meet Vactor Requirements.
All Chassis Specs Must Be Approved by Vactor.

PURCHASE ORDER SUMMARY

ENTER DATA IN YELLOW CELLS

Date	
Dealer PO#	
Model	
Requested Delivery Date	
	> > > > M.S.O. INFORMATION < < < <
Assign To	
Address	
City	
State	
Zip	
FedEx To	
Address	
City	
State	
Zip	
Attention	

Financed by Dealer:
Yes
No

ALL NON-EXEMPT CUSTOMERS MUST PAY F.E.T.
ANY VEHICLE UNDER 33,000 LB GVWR IS NOT SUBJECT TO F.E.T.

Dealer	
Address	
City/State/Zip	
Terms:	
Customer	
Address	
City	
State	
Zip	
Contact	
Phone	
Fax	

Delivery Instructions:
You Must Choose One
Vactor Delivery
Customer Pick-Up

ENTER DATA IN YELLOW CELLS ONLY

MODEL	PLUS PD COMBINATION SEWER CLEANERS	QTY	LIST	EXT LIST	EXT NET
15" HG BLOWER MACHINES					
2105P-15	PD Blower, 5 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/4X2 Chassis Only	0	$ 165,193	$ -	$ -
2110P-15	PD Blower, 10 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/4X2 or 6x4 Chassis	0	$ 167,898	$ -	$ -
2112P-15	PD Blower, 12 Yard Debris Body Capacity, 1000 Water Capacity As Standard/6X4 Chassis Only	0	$ 173,454	$ -	$ -
2115P-15	PD Blower, 15 Yard Debris Body Capacity, 1300 Gallon Water Capacity/6X4 Chassis Only	0	$ 179,041	$ -	$ -
16" HG BLOWER MACHINES			LIST	EXT LIST	EXT NET
2105P-16	PD Blower, 5 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/4X2 Chassis Only	0	$ 167,311	$ -	$ -
2110P-16	PD Blower, 10 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/4X2 or 6x4 Chassis	0	$ 170,016	$ -	$ -
2112P-16	PD Blower, 12 Yard Debris Body Capacity, 1000 Water Capacity As Standard/6X4 Chassis Only	0	$ 175,654	$ -	$ -
2115P-16	PD Blower, 15 Yard Debris Body Capacity, 1300 Gallon Water Capacity/6X4 Chassis Only	0	$ 181,246	$ -	$ -
2112P-1024-16	PD Blower, 12 Yard Debris Body Capacity, 1000 Water Capacity As Standard/6X4 Chassis Only	0	$ 192,563	$ -	$ -

2115P-1024-16	PD Blower, 15 Yard Debris Body Capacity, 1300 Gallon Water Capacity/6X4 Chassis Only	0	$ 198,160	$ -	$ -
18" HG BLOWER MACHINES			**LIST**	**EXT LIST**	**EXT NET**
2105P-18	PD Blower, 5 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/4X2 Chassis Only	0	$ 172,408	$ -	$ -
2110P-18	PD Blower, 10 Yard Debris Body Capacity, 1000 Gallon Water Capacity As Standard/4X2 or 6x4 Chassis	0	$ 175,165	$ -	$ -
2112P-18	PD Blower, 12 Yard Debris Body Capacity, 1000 Water Capacity As Standard/6X4 Chassis Only	0	$ 180,685	$ -	$ -
2115P-18	PD Blower, 15 Yard Debris Body Capacity, 1300 Gallon Water Capacity/6X4 Chassis Only	0	$ 186,076	$ -	$ -
2112P-1024-18	PD Blower, 12 Yard Debris Body Capacity, 1000 Water Capacity As Standard/6X4 Chassis Only	0	$ 197,598	$ -	$ -
2115P-1024-18	PD Blower, 15 Yard Debris Body Capacity, 1300 Gallon Water Capacity/6X4 Chassis Only	0	$ 202,989	$ -	$ -
	TOTAL MODULE	1		$ -	$ -
	STANDARDS INCLUDED:		**LIST**	**EXT LIST**	**EXT NET**
010PSTD	One Aluminum Toolbox (Weather Proof Lockable) 48x22X24 Located Passenger Side on Subframe. (46849MW) Std on 6x4 and 4x2 Models	1		STD	STD
011PSTD	Aluminum Fenders	1		STD	STD
012PSTD	Mud Flaps	1		STD	STD
014PSTD	Electric/Hydraulic Four Way Boom	1		STD	STD
016PSTD	Color Coded Sealed Electrical System	1		STD	STD
018PSTD	Remote Pendant Control With 35' Cord	1		STD	STD
019PSTD	Vansco-Electronic Package: Vactor Includes As Standard-Chassis Tach, Blower Tach, Operating Mode, PTO Mode, Hydraulic Oil Temp Shutdown, (E-STOP-Turns Off Rodder Pump, Turns Off PTO A And PTO B, Shuts Off Aux Engine (If equipped), Sets Chassis Throttle Back To Idle. Disables Vacuum Opens Vacuum Disable). E-Stop Located @ Front Reel Controls, Rear Reel Controls, Pendant, Wireless Control (If equipped) and At Dump Control Location Machine Functions and Diagnostics (Chassis and Module)	1		STD	STD
020PSTD	Double Acting Dump Hoist Cylinder	1		STD	STD
022PSTD	2" Y-Strainer With 25' Fill Hose	1		STD	STD
025PSTD	Handgun Assy w/35' x 1/2" Hose With Quick Disconnects	1		STD	STD
026PSTD	Ex-Ten Steel Cylindrical Debris Tank	1		STD	STD
030PSTD	Flexible Hose Guide	1		STD	STD
032PSTD	(3) Nozzles with Carbide Inserts with Nozzle Rack (1) 30° Sand, (1) 30° Sanitary, (1) 15° Penetrator	1		STD	STD
045PSTD	Suction Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe	1		STD	STD
046PSTD	1" Nozzle Pipe	1		STD	STD
1001PSTD	Flat Rear Door w/Hydraulic Locks and Door Power Up, Power Down, Open/Close Feature (NO GRABBER)	1		STD	STD
1005PSTD	Dual 10" Stainless Steel Float Shut Off System/Rear Mounted In The Body	1		STD	STD
1016PSTD	SS Microstrainer Prior to Blower	1		STD	STD
1024PSTD	Debris Body Vacuum Relief System	1		STD	STD
1031PSTD	Debris Deflector Plate	1		STD	STD
1032PSTD	48" Dump Height (w/1000 Gallon Capacity)	1		STD	STD
1033PSTD	60" Dump Height (w/1300 & 1500 Gallon Capacities)	1		STD	STD
2022PSTD	Water Sight Gauge D/S & P/S	1		STD	STD
2023PSTD	Liquid Float Level Indicator	1		STD	STD
3008PSTD	Blower Air Shift Controls	1		STD	STD
4000PSTD	180 Degree Rotation Non Telescopic Boom, Front Loading 8" Suction Hose	1		STD	STD
4005PSTD	Boom Transport Cradle	1		STD	STD
5001PSTD	60 GPM Variable Flow Water System	1		STD	STD
5011PSTD	3" Y-Strainer @ Water Pump w/3" Drain Valve	1		STD	STD
5012PSTD	Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd Pumps)	1		STD	STD
5014PSTD	Water Relief Valve, 1"	1		STD	STD
5015PSTD	Midship Handgun Coupling	1		STD	STD

5019PSTD	AUXILIARY COOLING PACKAGE FOR CHASSIS ENGINE - System provides additional cooling for the chassis engine, by routing the chassis coolant through a heat exchanger. AVAILABLE ON IH MAXXFORCE ENGINES ONLY	1		STD	STD
5022PSTD	Side Mounted Water Pump	1		STD	STD
6000PSTD	400'x 1" Piranha Sewer Hose 2500 PSI	1		STD	STD
6004PSTD	Hose Wind Guide (Dual Roller)	1		STD	STD
6005PSTD	Hose Footage Counter Located Front Side Of Hose Reel-Mechanical	1		STD	STD
6007PSTD	Hose Reel Manual Hyd Extend/Retract	1		STD	STD
6009PSTD	Hose Reel Chain Cover (Full)	1		STD	STD
6020PSTD	Hydraulic Extending 15" Hose Reel (800'x 1") Capacity	1		STD	STD
7001PSTD	Tachometer - Chassis Engine w/Hourmeter	1		STD	STD
7007PSTD	Tachometer & Hourmeter - Blower	1		STD	STD
8000PSTD	Circuit Breakers	1		STD	STD
8025PSTD	Led Lights, Clearance, Back Up, Stop,Tail & Turn	1		STD	STD
9000PSTD	1+1 Vactor Manual-Partial Manual and CD Version	1		STD	STD
9002PSTD	Tow Hooks, Front And Rear	1		STD	STD
9003PSTD	Electronic Back-Up Alarm	1		STD	STD
P110STD	Module Paint Wet-On-Wet (DuPont)	1		STD	STD
S390ASTD	8" Vacuum Pipe Package	1		STD	STD
S560STD	Emergency Flare Kit	1		STD	STD
S590STD	Fire Extinguisher 5 Lbs.	1		STD	STD
	DEBRIS TANK ACCESSORIES		**LIST**	**EXT LIST**	**EXT NET**
1003P	DEBRIS BODY FLUSH OUT SYSTEM	0	$ 1,366	$ -	$ -
1004P	DEBRIS BODY VACUUM RELIEF SYSTEM WITH DEBRIS BODY LOAD LIMIT ALARM	0	$ 1,881	$ -	$ -
1004PB	ONBOARD ELECTRONIC/DIGITAL SCALE SYSTEM/TIED TO VAC RELIEF AND CONT FILL IF EQUIPPED TO MAINTAIN LEGAL LOADS	0	$ 11,667	$ -	$ -
1007P	6" BUTTERFLY VALVE/REAR DOOR LOCATED 3:00 POSITION WITH FIXED BASKET SCREEN	0	$ 1,083	$ -	$ -
1007PA	6" BUTTERFLY VALVE/REAR DOOR LOCATED 6:00 POSITION	0	$ 1,031	$ -	$ -
1008P	6" KNIFE VALVE/REAR DOOR WITH CAMLOC LOCATED 3:00 POSITION WITH FIXED BASKET SCREEN	0	$ 1,237	$ -	$ -
1008PA	6" KNIFE VALVE/REAR DOOR WITH CAMLOC LOCATED 6:00 POSITION	0	$ 1,031	$ -	$ -
1008PB	6" PORT IN REAR DOOR, BDC 6:00 POSITION WITH FIXED PERFORATED BASKET SCREEN / NO STANDPIPE / NO VALVE	0	$ 887	$ -	$ -
1008PC	6" PORT IN REAR DOOR WITH PERFORATED STAND PIPE AND HINGED PERFORATED SCREEN BDC 6:00 POSITION / NO VALVE	0	$ 1,206	$ -	$ -
1009P	SUBMERSIBLE TRASH PUMP - INTERNAL MOUNTED - FORWARD WALL IN BODY/INCLUDES INTERNAL SCREEN/2.5 X 25' DRAIN HOSE AND HOSE HOLDER	0	$ 9,900	$ -	$ -
1009PA	SUBMERSIBLE TRASH PUMP/ EXTERNAL MOUNTED - FORWARD WALL W/ FLOATING ARM/2.5 X 25' DRAIN HOSE AND HOSE HOLDER	0	$ 10,637	$ -	$ -
1009PB	INTERNAL PERFORATED SCREEN FOR PUMP OFF PORTS ONLY	0	$ 629	$ -	$ -
1009PD	FULL WIDTH SWINGING PERFORATED DECANT SCREEN (A SCREEN DESIGNED TO COVER VALVES LOCATED AT 6:00 AND 3:00 POSITIONS ON REAR DOOR, AVAILABLE ON SINGLE VALVES ALSO)	0	$ 716	$ -	$ -
1010P	PLUMBING ONLY FOR TRASH PUMP - 2.5" LINE PLUMBED TO FRONT BUMPER - **CONSULT FACTORY FOR THIS OPTION, ALL CHASSIS WILL NOT HAVE THIS CAPABILITY** (USE ONLY WITH OPTION 1009P OR 1009PA)	0	$ 6,092	$ -	$ -
1010PA	PUMP-OFF PORT INSTALLATION ONLY (PORTS ONLY IN BODY)	0	$ 526	$ -	$ -
1010PB	PUMP-OFF PORT INSTALLATION: INCLUDES ELECTRONIC FUNCTION, PORTS, HYDRAULIC VALVES (MANIFOLD CARTRIGES (1) flow valve, (1) relief valve, SWITCHES AND WIRING/ (LESS TRASH PUMP AND PLUMBING) Does not have any plumbing from hydraulic manifold-Hosing to Ports, fittings, valves etc) NOT AVAILABLE ON EXTERNAL PUMP OFF SYSTEMS	0	$ 2,196	$ -	$ -
1011P	GRAVITY DRAIN-OFF SYSTEM TO FRONT BUMPER - 2.5" LINE **CONSULT FACTORY FOR THIS OPTION, ALL CHASSIS WILL NOT HAVE THIS CAPABILITY** (2.5" PLUMBING, VALVE, GRAVITY DRAIN PIPE IN BODY)	0	$ 2,742	$ -	$ -

1012P	6" DECANT SYSTEM WITH AIR OPERATED KNIFE VALVE - FORWARD MOUNTED W/SCREEN (THIS MAY BE INSTALLED ON STREETSIDE WITH CERTAIN OPTION CONTENT)	0	$ 2,108	$ -		$ -
1013P	DEBRIS/WATER TANKS COMBINED - ADDITIONAL WATER CAPACITY	0	$ 2,196	$ -		$ -
1014P	CENTRIFUGAL SEPARATOR REAR MOUNTED (PLUS STYLE)	0	$ 4,778	$ -		$ -
1014PA	CENTRIFUGAL SEPARATOR 304 STAINLESS STEEL/REAR MOUNTED (PLUS STYLE)	0	$ 6,163	$ -		$ -
1015P	FOLDING PIPE RACK/CURBSIDE	0	$ 948	$ -		$ -
1015PA	FOLDING PIPE RACK/STREET SIDE	0	$ 948	$ -		$ -
1015PB	FOLDING PIPE RACK/REAR DOOR (May not be available due to valves, lighting, etc)	0	$ 948	$ -		$ -
1022P	SPLASH SHIELD - BOLTED TO BODY FLANGE REAR DOOR	0	$ 1,392	$ -		$ -
1023P	LUBE MANIFOLD (INCLUDES OPTIONS 1023PA)	0	$ 2,066	$ -	See Tab PD CHANGES	$ -
1023PA	LAMINATED LUBE CHART	0	$ 56	$ -	See Tab PD CHANGES	
1030P	DEBRIS BODY INSPECTION PORT WITH LADDER	0	$ 1,139	$ -		$ -
	WATER TANK ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
2001P	LOW WATER LIGHT AND ALARM AND WATER PUMP FLOW INDICATOR-GPM	0	$ 588	$ -		$ -
2003P	LAVAL WATER SEPARATOR (THIS IS A CENTRIFUGAL WATER SEPARATOR AT WATER TANK FILL)	0	$ 1,618	$ -		$ -
2004P	CONTINUOUS FILL SYSTEM AT WATER TANK INLET	0	$ 1,618	$ -		$ -
2006P	AIR PURGE SYSTEM UTILIZING CHASSIS AIR SYSTEM	0	$ 1,181	$ -		$ -
2007P	650 GALLON STREET FLUSHER - 4 HEADS - CONTROLS IN CAB INCLUDES TANKS JOINED OPTION REQUIRES ADDITIONAL 18" CHASSIS CA & FRONT CRANKSHAFT DRIVE IF A MANUAL TRANSMISSION (CONSULT FACTORY)	0	$ 19,687	$ -		$ -
2008P	300 GALLON STREET FLUSHER - 2 HEADS - ON/OFF IN CAB ONLY REQUIRES ADDITIONAL 18" CHASSIS CA & FRONT CRANKSHAFT DRIVE IF A MANUAL TRANSMISSION (CONSULT FACTORY)	0	$ 13,539	$ -		$ -
2011P	3" Y-STRAINER IN LIEU OF 2" AT WATER TANK FILL	0	$ 397	$ -		$ -
2014PSTD	1000 GALLON WATER CAPACITY - STANDARD ON 5,10,12 YD UNITS, WILL HAVE 48" DUMP HEIGHT 5 yd body 4x2 chassis only 10 yd body 4x2 or 6x4 chassis 12 yd body 6x4 chassis only (DEPENDING ON CHASSIS FRAME HEIGHT)	0	STD	STD		STD
2015PSTD	1300 GALLON WATER CAPACITY - STANDARD ON 15 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)	0	STD	STD		STD
2016P	1300 GALLON WATER CAPACITY - ADDITIONAL ON 10 & 12 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)	0	$ 2,473	$ -		$ -
2017P	1500 GALLON WATER CAPACITY - ADDITIONAL ON 15 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)	0	$ 1,237	$ -		$ -
2018P	1500 GALLON WATER CAPACITY - ADDITIONAL ON 10 & 12 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)	0	$ 3,705	$ -		$ -
2020P	6" GRAVITY WATER FILL WITH 3" Y-STRAINER ON WATER TANK IN ADDITION TO STD FILL SYSTEM	0	$ 824	$ -		$ -
2021P	ADDITIONAL AIR GAP - WATER FILL SYSTEM (INCLUDES Y-STRAINER, 2.5" X 25' FILL HOSE, HOSE STORAGE)	0	$ 676	$ -		$ -
	VACUUM SYSTEM ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
3015P	HOT SHIFT BLOWER DRIVE SYSTEM- ILO STD - PD UNITS ONLY. INCLUDES TRANSFER CASE, AIR SHIFT CONTROL, VACUUM RELIEF, FRONT CONTROL FOR BLOWER ENGAGEMENT. THIS IS FOR MANUAL TRANSMISSION CHASSIS ONLY. NOT AVAILABLE WITH 3000 AND 4000 SERIES ALLISON.	0	$ 4,685	$ -		$ -
3015PA	ELECTRONIC BLOWER ENGAGEMENT FRONT STATION CONTROL- FOR 3000 AND 4000 SERIES TRANSMISSIONS SERIES ALLISON.	0	$ 2,865	$ -		$ -
	BOOM ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**

4001P	4 FT. HYDRAULIC EXTENDABLE BOOM WITH 180 DEGREE ROTATION	0	$ 8,076	$ -		$ -
4003P	8 FT. HYDRAULIC EXTENDABLE BOOM WITH 180 DEGREE ROTATION	0	$ 9,704	$ -		$ -
4004P	8 FT. HYDRAULIC TELESCOPIC BOOM WITH 180 DEGREE ROTATION	0	$ 12,745	$ -		$ -
4014P	5 x 5 TELESCOPIC & EXTENDABLE BOOM (INCLUDES OPTION 4010P)	0	$ 16,249	$ -	See Tab PD CHANGES	$ -
4006P	JOYSTICK CONTROL FOR BOOM FUNCTION (1) - FRONT	0	$ 721	$ -		$ -
4008P	GRATE LIFTING HOOK - INSTALLED ON BOOM	0	$ 284	$ -		$ -
4009P	WATER RING ASSEMBLY - INSTALLED IN VACUUM SUCTION HOSE AT ELBOW	0	$ 747	$ -		$ -
4009PA	WATER RING ASSEMBLY - INSTALLED IN VACUUM SUCTION HOSE TO BODY	0	$ 747	$ -		$ -
4010P	POST TYPE FRONT BUMPER BOOM STORAGE ILO STD (STANDARD WITH 5X5 BOOM OPTION)	0	$ 490	$ -	See Tab PD CHANGES	$ -
4011PB	T300 OMNEX REMOTE CONTROL BELLY PACK - WIRED OR WIRELESS CAPABILITY. THIS SYSTEM WILL ACTIVATE ALL BOOM FUNCTIONS: UP, DOWN, LEFT, RIGHT, (IN & OUT IF SO EQUIPPED) VACUUM RELIEF ON/OFF, RODDER PUMP ON/OFF, THROTTLE UP/DOWN, E-STOP, HOSE REEL PAY IN/PAY OUT, HOSE REEL SPEED CONTROL, WATER PRESSURE CONTROL (IF REMOTE IS REQUIRED, YOU MUST SELECT THIS OPTION FOR A 5X5 BOOM)	0	$ 2,814	$ -		$ -
4013P	ROTATABLE INLET HOSE ASSEMBLY, TELE/EXTENDABLE	0	$ 526	$ -		$ -
4013PA	ROTATABLE INLET HOSE ASSEMBLY, 5X5	0	$ 814	$ -		$ -
	HIGH PRESSURE WATER PUMP		**LIST**	**EXT LIST**		**EXT NET**
5000P	40 GPM/2500 PSI WATER SYSTEM - ILO 60GPM/2000PSI SYSTEM- DOES NOT INCLUDE WATER ACCUMULATOR. OR MULTI FLOW	0	N/C	N/C		N/C
5001PA	60 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM	0	N/C	N/C		N/C
5002P	80 GPM/2000 PSI WATER SYSTEM - ILO STD WATER SYSTEM	0	N/C	N/C		N/C
5002PA	80 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM	0	N/C	N/C		N/C
5004P	100 GPM/2000 PSI WATER SYSTEM - INCLUDES 500' X 1 1/4" SEWER HOSE	0	$ 3,690	$ -		$ -
5004PB	100 @ 2000 PSI SYSTEM - PUMP AND PLUMBING ONLY	0	$ 1,958	$ -		$ -
5008PB	EXTREME COLD WEATHER RECIRCULATION SYSTEM – MINIMUM 25 GPM -DRIVEN FROM ALLISON AUTOMATIC TRANS	0	$ 1,566	$ -		$ -
5009PA	12 GPM COLD WEATHER RECIRCULATION SYSTEM - THIS OPTION AVAILABLE FOR ALL MACHINES WITH MANUAL TRANSMISSION. REQUIRES CHASSIS FRONT CRANKSHAFT DRIVE PROVISION. CHASSIS MUST BE ORDERED WITH FRONT CRANK PROVISION. (NOTE: ALL CHASSIS ARE NOT AVAILABLE WITH FRONT CRANK)	0	$ 4,036	$ -		$ -
5010P	ACCUMULATOR SYSTEM FOR JET RODDER WATER SYSTEM	0	$ 2,515	$ -		$ -
5015P	FRONT AND REAR HANDGUN COUPLERS	0	$ 480	$ -		$ -
5021P	HYDRO EXCAVATION KIT WITH RETRACTABLE REEL, 50' X 3/8" HOSE, HANDGUN & PLUMBING (MUST HAVE OPTION #5010 ACCUMULATOR ON THE MACHINE) *THIS IS NOT AVAILABLE ON CATCH BASIN UNITS*	0	$ 3,129	$ -		$ -
	HOSE REEL ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
6000PB	400' X 1" PIRANHA SEWER HOSE/2500 PSI	0	STD	STD	See Tab PD CHANGES	STD
6001PB	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 262	$ -	See Tab PD CHANGES	$ -
6002PB	600' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 525	$ -	See Tab PD CHANGES	$ -
	700' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 787	$ -	See Tab PD CHANGES	$ -
6003PC	800' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,050	$ -	See Tab PD CHANGES	$ -
	400' X 1" AEROQUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 75	$ -	See Tab PD CHANGES	$ -
6001P	500' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 356	$ -	See Tab PD CHANGES	$ -

6002P	600' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 637	$ -	See Tab PD CHANGES	$ -
6003P	800' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,200	$ -	See Tab PD CHANGES	$ -
	400' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 376	$ -	See Tab PD CHANGES	$ -
6001PC	500' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 713	$ -	See Tab PD CHANGES	$ -
6002PE	600' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,067	$ -	See Tab PD CHANGES	$ -
6002PC	700' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,420	$ -	See Tab PD CHANGES	$ -
	800' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,772	$ -	See Tab PD CHANGES	$ -
	400' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 500	$ -	See Tab PD CHANGES	$ -
6001PD	500' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 887	$ -	See Tab PD CHANGES	$ -
6002PF	600' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,275	$ -	See Tab PD CHANGES	$ -
6002PD	700' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,662	$ -	See Tab PD CHANGES	$ -
	800' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 2,050	$ -	See Tab PD CHANGES	$ -
6000PA	400' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 2,533	$ -	See Tab PD CHANGES	$ -
6001PA	500' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 3,297	$ -	See Tab PD CHANGES	$ -
6002PA	600' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 4,167	$ -	See Tab PD CHANGES	$ -
6003PA	800' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM & EXTRA CAPACITY REEL*	0	$ 5,907	$ -	See Tab PD CHANGES	$ -
6004PA	AUTOMATIC HOSE LEVEL WIND GUIDE	0	$ 4,345	$ -		$ -
6004PB	INDEXING AUTOMATIC HOSE LEVEL WIND GUIDE	0	$ 4,741	$ -		$ -
6004PD	PINCH ROLLER - 2100 SERIES ONLY - (INCLUDED IN 6004PA & 6004PB)	0	$ 1,294	$ -	See Tab PD CHANGES	$ -
6005PA	ADDITIONAL MECHANICAL HOSE FOOTAGE COUNTER - LOCATED ON THE REAR OF HOSE REEL	0	$ 453	$ -		$ -
6005PD	DIGITAL HOSE COUNTER/ENGLISH OR METRIC (STD FRONT MECHANICAL HOSE FOOTAGE COUNTER WILL MOVE TO REAR)	0	$ 1,566	$ -		$ -
6006P	HOSE GUARD/RODDER HOSE	0	$ 1,051	$ -		$ -
6008P	HOSE REEL MANUAL REWIND	0	$ 480	$ -		$ -
6011P	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY	0	$ 1,176	$ -		$ -
6012P	LATERAL CLEANING KIT WITH 150' HOSE AND NOZZLE/25 GPM, 2000 PSI	0	$ 2,835	$ -		$ -
6013P	HYDRAULIC TOOL PACKAGE WILL OPERATE (CLASS THREE TOOLS - 9 TO 12 GPM)	0	$ 1,345	$ -		$ -
6017P	HYDRAULIC SHUT - OFF VALVES AT SUCTION, RETURN AND FILTER LINE (3)	0	$ 1,422	$ -		$ -
6019P	RODDER PUMP DRAIN VALVES (2)	0	$ 453	$ -		$ -
6020PA	HYDRAULIC EXTENDING HOSE REEL/1000' CAPACITY ILO STD	0	$ 3,129	$ -		$ -
6020PB	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 500' X 1-1/4" AERO-QUIP SEWER HOSE 500' X 1-1/4 PIRANHA SEWER HOSE 700' X 1" SHARK, 700' X 1" PIRANHA ARMOR BELT, OR 700' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE 800' X 1" AERO-QUIP OR 800' X 1" PIRANHA SEWER HOSE	0	$ 14,662	$ -		$ -

6020PC	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 600' X 1-1/4" AERO-QUIP OR 600' X 1-1/4" PIRANHA SEWER HOSE 800' X 1" SHARK SEWER HOSE 900' X 1" PIRANHA ARMOR BELT OR 900' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE 1000' X 1" AERO-QUIP OR 1000' X 1" PIRANHA SEWER HOSE	0	$ 16,806	$ -		$ -
6022P	SEWER INSPECTION CAMERA SYSTEM (IBAK)/FRONT MOUNTED, CONTROLLER, CABLE REEL, CRAWLER W/CAMERA (PAN AND TILT) INCLUDES STORAGE TOOLBOX	0	$ 79,562	$ -	See Tab PD CHANGES	$ -
	FRONT STATION AND IN CAB CONTROLS		**LIST**	**EXT LIST**		**EXT NET**
7003P	HOURMETER FOR WATER PUMP OPERATION	0	$ 294	$ -		$ -
7004P	HOURMETER FOR PTO OPERATION	0	$ 294	$ -		$ -
7005P	HYDRAULIC OIL HIGH TEMPERATURE LIGHT AND ALARM	0	$ 335	$ -		$ -
7005PA	INTELLIVIEW IN CAB MOUNT - (Gives the operator the capability of mounting front Intelliview display in cab)	0	$ 515	$ -		$ -
	LIGHT ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
8001P	SPLIT ARROW TRAFFIC CONTROLLER TWO PIECE 10 LIGHTS - REAR ONLY	0	$ 1,279	$ -		$ -
8001PA	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - REAR	0	$ 1,279	$ -		$ -
8001PB	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - REAR	0	$ 1,876	$ -		$ -
8001PC	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - FRONT	0	$ 1,876	$ -		$ -
8001PD	WHELEN DIRECTIONAL LARGE ARROW ONE PIECE 16 STROBE LIGHTS - REAR ONLY	0	$ 4,365	$ -		$ -
8001PE	LED SPLIT ARROW TRAFFIC CONTROLLER TWO PIECE 10 LED LIGHTS - REAR ONLY	0	$ 1,463	$ -		$ -
8002P	HAND LIGHT WITH BUMPER PLUG	0	$ 340	$ -		$ -
8003P	HAND LIGHT WITH RETRACTABLE REEL	0	$ 510	$ -		$ -
8004P	REVOLVING AMBER BEACON LIGHT - FED SIG 100 SERIES MOUNTED REAR ONLY	0	$ 639	$ -		$ -
8007P	STROBE LIGHT - FED SIG US-5 SERIES REAR MOUNTED ONLY	0	$ 892	$ -		$ -
8007PB	STROBE LED AMBER LIGHT - FED SIG FRONT CAB GUARD MOUNTED	0	$ 995	$ -		$ -
8007PC	STROBE LED AMBER LIGHT - FED SIG REAR MOUNTED ONLY	0	$ 995	$ -		$ -
8008P	BRACKETS AND WIRING FOR REVOLVING OR STROBE LIGHT (EACH) (BRACKET IS FOR REVOLVING OR STROBE ONLY) REAR	0	$ 397	$ -		$ -
8008PA	BRACKETS AND WIRING FOR REVOLVING OR STROBE LIGHT (EACH) (BRACKET IS FOR REVOLVING OR STROBE ONLY) FRONT	0	$ 397	$ -		$ -
8012P	ADDITIONAL CONNECTOR FOR HAND LIGHT	0	$ 129	$ -		$ -
8013P	LIMB GUARD FOR REVOLVING OR STROBE LIGHT (EACH)	0	$ 181	$ -		$ -
8020P	WHELEN DOT 3 LIGHTING SYSTEM FOUR STROBE LIGHT HEAD ASSEMBLY	0	$ 4,752	$ -		$ -
8020PA	WHELEN DOT 3 LIGHTING SYSTEM SIX STROBE LIGHT HEAD ASSEMBLY	0	$ 4,979	$ -		$ -
8020PC	VACTOR FOUR FLASHING LIGHT ASSEMBLY - TWO PIECE EACH WITH (2) AMBER LIGHTS 7" DIA	0	$ 567	$ -		$ -
8020PE	FS DOT 3 - 6 LIGHT SYSTEM - ALL LED SYSTEM - 2 FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES	0	$ 2,639	$ -	See Tab PD CHANGES	$ -
8020PF	FS DOT 3 - 4 LIGHT SYSTEM - ALL LED SYETEM - 2 FED SIG MIRROR MOUNT STROBES, 2 REAR MOUNTED OVAL LED QUAD FLASH LIGHTS	0	$ 2,093	$ -	See Tab PD CHANGES	$ -
8020PG	FS DOT 3 - 5 LIGHT SYSTEM - ALL LED SYSTEM - 1 CAB GUARD STROBE, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH LIGHTS	0	$ 2,422	$ -	See Tab PD CHANGES	$ -
8022P	LED BUMPER STROBES LIGHTS - FED SIG RECESSED IN THE TAIL PLATE OF THE VACTOR	0	$ 1,154	$ -		$ -
8028P	LED WORK LIGHTS (2) ON ALL BOOMS	0	$ 711	$ -		$ -
8029P	LED WORK LIGHT/REAR DOOR	0	$ 564	$ -		$ -
8029PA	LED WORK LIGHT AT OPERATOR STATION (EACH)	0	$ 598	$ -		$ -

8029PB	LED WORK LIGHT @ HOSE REEL MANHOLE (EACH)	0	$ 598	$ -		$ -
8029PC	LED WORK LIGHT @ CURB SIDE	0	$ 448	$ -		$ -
8029PD	LED WORK LIGHT @ STREET SIDE	0	$ 448	$ -		$ -
	CHASSIS ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
9000P	ADDITIONAL VACTOR FULL PRINTED MANUAL	0	$ 155	$ -		$ -
9000PA	ADDITIONAL VACTOR MANUAL	0	$ 155	$ -		$ -
9001P	ZIEBART CORROSION PROTECTION	0	$ 1,407	$ -		$ -
9001PA	**ROAD SALT PROTECTION** - A PROTECTIVE COATING/KATS UL5000 A water based synthetic acrylic copolymer coating sprayed on the exterior of the machine for protection against the elements during transit. Requires a water based KATS UL8000 (Supplied by Vactor) to remove the coating	0	$ 330	$ -	See Tab PD CHANGES	$ -
9011P	PINTLE HITCH ASSEMBLY (STATE HEIGHT REQUIRED)	0	$ 1,108	$ -		$ -
9019P	**DELIVERY TO DEALER (INSERT LIST PRICE)**		$ -	$ -		$ -
9021P	CAMERA SYSTEM, REAR CAMERA ONLY	0	$ 1,566	$ -		$ -
9021PA	CAMERA SYSTEM, FRONT & REAR CAMERA	0	$ 2,139	$ -		$ -
9021PB	CAMERA SYSTEM, FRONT, REAR AND BOTH SIDES	0	$ 2,669	$ -		$ -
9023P	SAFETY CONE STORAGE RACK/PLATE FOR DROP IN CONES	0	$ 149	$ -		$ -
9023PA	SAFETY CONE STORAGE RACK/POST TYPE	0	$ 149	$ -		$ -
9024P	WATER COOLER STORAGE RACK	0	$ 148	$ -		$ -
	ALUMINUM TOOLBOXES AND TOOLTRAYS		**LIST**	**EXT LIST**		**EXT NET**
Series 9070P	**MOUNTED FRONT BUMPER & LONG HANDLE TOOL STORAGE Aluminum Toolboxes**					
9070PA	46849MQ/16x12x18 FRONT BUMPER TOOLBOXES (2) PD or FAN 4X2 & 6X4 CHASSIS 1000, 1300, 1500 GALLON CAPACITIES	0	$ 1,799	$ -		$ -
9070PB	LONG HANDLE TOOL STORAGE - (6) 2.5" PVC STORAGE TUBES LOCATED REAR SUBFRAME AND ON BOOM REST	0	$ 319	$ -		$ -
Series 9071P	***BEHIND CAB TOOLBOXES AND TOOL TRAYS*** ***CONTACT THE SALES DEPARTMENT FOR CORRECT CHASSIS LENGTH FOR THESE TOOLBOX AND TRAY SELECTIONS***					
9071PA	46849NT/17W X 30H X 48D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Back of Cab Toolbox/Passenger Side Access - Exhaust position dependent	0	$ 2,278	$ -		$ -
9071PB	46849PT/14W x 8H x 48D TOOLTRAY PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Behind Cab Tool Tray Passenger Side Access	0	$ 670	$ -		$ -
9071PD	46849PF/17W x 30H x 48D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Behind Cab Tool Box Driver Side Access - Exhaust position dependent	0	$ 2,278	$ -		$ -
9071PC	46849PU/14W x 8H x 48D TOOLTRAY PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Behind Cab Tool Tray Driver Side Access	0	$ 670	$ -		$ -
9071PE	46849AB/16W x 30H x 96D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Appropriate Cab To Axle Is Required For Dual Access	0	$ 2,870	$ -		$ -
9071PF	46849CM/14W x 36H x 96L TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Appropriate Cab To Axle Is Required For Dual Access	0	$ 2,922	$ -		$ -

9071PG	46849PM/18W x 36H x 26D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300, 1500 GALLON CAPACITIES Rain Coat Style Mounted Behind Cab Driver Side Access	0	$ 1,453	$ -	$ -
Series 9072P	***MOUNTED DRIVER SIDE-CHASSIS FRAME*** ***Aluminum Toolboxes***				
9072PA	46849JF/60W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000, 1300 GALLON ONLY Located in Area Between Boom Pedestal to Boom Guard	0	$ 2,386	$ -	$ -
9072PB	46849DY/24W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1500 GALLON ONLY Located Rear of Boom Guard Area	0	$ 1,453	$ -	$ -
Series 9073P	***MOUNTED PASSENGER SIDE-CHASSIS FRAME*** ***Aluminum Toolboxes***				
9073PA	46849MG/30W x 18H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1000,1300,1500 GALLON CAPACITIES Available When Both Handgun and HXX Reels Are Omitted	0	$ 1,583	$ -	$ -
	PAINT		**LIST**	**EXT LIST**	**EXT NET**
***	**MATCH CAB - YES OR NO**				
P110STD	MODULE - DUPONT (WET-ON-WET)	0	STD	STD	STD
***	**ENTER COLOR AND PAINT CODE**				
P111	MODULE - CENTARI (PRIMER BASE)	0	$ 1,422	$ -	$ -
***	**ENTER COLOR AND PAINT CODE**				
P112	MODULE - IMRON (PRIMER BASE)	0	$ 1,876	$ -	$ -
***	**ENTER COLOR AND PAINT CODE**				
P113	MODULE STRIPE - SINGLE	0	$ 2,051	$ -	$ -
***	**ENTER COLOR AND PAINT CODE**				
P114	MODULE STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 2,489	$ -	$ -
***	**ENTER COLOR AND PAINT CODE**				
P115	REAR DOOR STRIPE - PAINTED	0	$ 1,026	$ -	$ -
***	**ENTER COLOR AND PAINT CODE**				
P116	REAR DOOR STRIPE - REFLECTIVE TAPE (CHEVRON)	0	$ 654	$ -	$ -
**	**ENTER COLOR**				
P118	CAB PAINT - CENTARI	0	$ 3,737	$ -	$ -
***	**ENTER COLOR AND PAINT CODE**				
P119	CAB PAINT- IMRON	0	$ 4,159	$ -	$ -
***	**ENTER COLOR AND PAINT CODE**				
P120	CAB STRIPE - SINGLE	0	$ 1,324	$ -	$ -
**	**ENTER COLOR**				
P121	CAB STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 1,463	$ -	$ -
**	**ENTER COLOR**				
ITEM #	**SPECIAL OPTIONS/INSERT DESCRIPTIONS**		**INSERT LIST PRICE**	**EXT LIST**	**EXT NET**
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	SPARE PARTS/ACCESSORIES		LIST	EXT LIST		EXT NET
S001	1" - 15 Deg. Sand Nozzle W/6-Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S010	1" - 30 Deg. Penetrator Nozzle W/7 - Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S020	1" - 15 Deg. Penetrator Nozzle W/7 - Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S030	3" Dia. General Purpose Nozzle W/6 - Replaceable Nozzles	0	$ 275	$ -		$ -
S040	#10 Storm Nozzle W/8 Replaceable Nozzles	0	$ 260	$ -		$ -
S050	6" Dia. Nozzle W/8- Replaceable Nozzles	0	$ 1,185	$ -		$ -
S060	8" Dia. Nozzle W/8- Replaceable Nozzles	0	$ 1,850	$ -		$ -
S070	Culvert Nozzle W/8- Replaceable Nozzles	0	$ 940	$ -		$ -
S080	1" - 15 Deg. Probe Nozzle W/5 Jets	0	$ 160	$ -		$ -
S120	1" - 30 Deg. Lateral Kit Nozzle (Non-Tungsten Carbide)	0	$ 170	$ -		$ -
S160	1" - 30 Deg. Sanitary Nozzle W/6 Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S170	1" - 15 Deg. Sanitary Nozzle W/6 Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S180	1" - 30 Deg. Sand Nozzle W/6 Tungsten Carbide Inserts	0	$ 160	$ -		$ -
S190	Additional 1/2" Handgun Hose / Per Foot Cost	0	$ 4	$ -		$ -
S200	Additional 1" Leader Hose / Per Foot Cost	0	$ 7	$ -		$ -
S210	Basin Retriever (Handl-Clam)	0	$ 335	$ -		$ -
S220	Basin Shovel	0	$ 410	$ -		$ -
S230	Basin Spoon	0	$ 410	$ -		$ -
S240	Offset Manhole Roller	0	$ 410	$ -		$ -
S250	Root Cutter Kit (Does Not Include Saws)	0	$ 2,470	$ -		$ -
S260	6" Spiral Saw Blade	0	$ 160	$ -		$ -
S270	8" Spiral Saw Blade	0	$ 185	$ -		$ -
S280	10" Spiral Saw Blade	0	$ 185	$ -		$ -
S290	12" Spiral Saw Blade	0	$ 235	$ -		$ -
S300	15" Spiral Saw Blade	0	$ 260	$ -		$ -
S310	Nozzle Pipe For Std. 1" Nozzle	0	$ 110	$ -		$ -
S320	Nozzle Pipe For #10 Nozzle	0	$ 135	$ -		$ -
S330	Round Leaf Pick-up Nozzle	0	$ 160	$ -		$ -
S340	Lid Lifting Hook	0	$ 80	$ -		$ -
S350	8" Adjustable Air Adapter	0	$ 325	$ -		$ -
S350A	6" Adjustable Air Adapter	0	$ 325	$ -		$ -
S360	Underwater Debris Nozzle (Snorkel Kit)	0	$ 550	$ -		$ -
S370	8" x 3' Aluminum Pipe Assy	0	$ 135	$ -		$ -
S380	8" x 5' Aluminum Pipe Assy	0	$ 160	$ -		$ -
S390	8" x 7.5' Aluminum Pipe Assy	0	$ 175	$ -		$ -
S400	8" x 6.5' Catch Basin Nozzle Assy	0	$ 175	$ -		$ -
S410	8" Quick Clamp Assy	0	$ 60	$ -		$ -
S420	6" Quick Clamp Assy	0	$ 60	$ -		$ -
S430	Water Ring Assy	0	$ 300	$ -		$ -
S440	8" x 6" Flange Adapter	0	$ 160	$ -		$ -
S450	8"x4"x4" Adapter	0	$ 265	$ -		$ -
S460	Additional Handgun Assy. With Hose	0	$ 325	$ -		$ -
S470	Additional 6" Lay Flat Drain Hose - Per Ft. Price	0	$ 10	$ -		$ -
S480	Additional 2 1/2" Water Fill Hose - Per Ft. Price	0	$ 6	$ -		$ -
S490	Additional 2" Water Screen	0	$ 50	$ -		$ -
S500	Additional 3" Water Screen	0	$ 55	$ -		$ -
	1" Piranha Swage Kit - Manual (Includes Machine, Dies, and Pusher)	0	$ 856	$ -	See Tab PD CHANGES	$ -
S510	1" Areoquip Swedge Kit (Includes Machine, Dies, and Pusher)	0	$ 1,365	$ -	See Tab PD CHANGES	$ -
S515	1" Shark Hose Swedge Kit (Includes Machine, Dies, and Pusher)	0	$ 3,075	$ -		$ -
S520	1 1/4" Aeroquip Hose Swedge Kit (Includes Machine, Dies, and Pusher)	0	$ 1,815	$ -	See Tab PD CHANGES	$ -
S530	Flexible Hose Guide	0	$ 160	$ -		$ -
S540	Catch Basin Handle Assy	0	$ 160	$ -		$ -
S550	Hydrant Wrench	0	$ 75	$ -		$ -
S560	Emergency Flare Kit	0	$ 75	$ -		$ -
S570	Jet Digger	0	$ 640	$ -		$ -
S580	Grate Lift Hook	0	$ 180	$ -		$ -
S590	5# Fire Extinguisher	0	$ 135	$ -		$ -
89957	Higbee C/B Nozzle Assy 8" x 78"	0	$ 660	$ -		$ -
89957A	Higbee C/B Nozzle Assy 8" x 36"	0	$ 465	$ -		$ -

501523	Higbee C/B Nozzle Assy 6" x 36"	0	$ 425	$ -	$ -
501523A	Higbee C/B Nozzle Assy 6" x 78"	0	$ 480	$ -	$ -
34763	6" x 3' Alum Pipe Assy	0	$ 125	$ -	$ -
34763A	6" x 5' Alum Pipe Assy	0	$ 160	$ -	$ -
34763B	6" x 7.5' Alum Pipe Assy	0	$ 240	$ -	$ -
34766	6" x 6.5' Catch Basin Nozzle Assy	0	$ 230	$ -	$ -
	TOTAL OPTIONS LIST			$ -	$ -
	PRICING SUMMARY			EXT LIST	EXT NET
	BASE MODULE			$ -	$ -
	OPTIONS			$ -	$ -
	MODULE, OPTIONS, SPARE PARTS		ENTER LIST DISCOUNT	$ -	$ -
	DISCOUNT/ENTER DOLLAR AMOUNT		$ -	$ -	$ -
CONSULT FACTORY FOR STOCK CHASSIS			ENTER LIST CHASSIS PRICE	EXT LIST	EXT NET
ITEM #			$ -	$ -	$ -
MAKE					
MODEL				EXT LIST	EXT NET
LIST PRICE OF MODULE, OPTIONS AND CHASSIS LESS DISCOUNT				$ -	$ -
ENTER NON-STOCK CHASSIS INFORMATION BELOW					
MAKE					
MODEL					
	CUSTOMER SUPPLIED CHASSIS MODIFICATION CHARGE *(APPLIES WHEN CUSTOMER SUPPLIED CHASSIS DOES NOT MEET MINIMUM SPECIFICATION)*	0	$ 2,293	$ -	$ -
ENTER SPECIAL INSTRUCTIONS BELOW					
				EXT LIST	TOTAL NET
				$ -	$ -

2011 List Price Worksheet - NJPA Pricing

2103 COMBINATION UNIT

EFFECTIVE 08-24-2011

ALL INFORMATION MUST BE FILLED IN OR ORDER WILL NOT BE ACCEPTED

Vactor requires a complete chassis specification with data codes from selling dealer before an order will be accepted, unless you are purchasing a Vactor stock chassis.

PURCHASE ORDER SUMMARY

ENTER DATA IN YELLOW CELLS

Date	
Dealer PO#	
Model	
Requested Delivery Date	
	> > > > M.S.O. INFORMATION < < < <
Assign To	
Address	
City	
State	
Zip	
FedEx To	
Address	
City	
State	
Zip	
Attention	

Financed by Dealer:
Yes
No

ALL NON-EXEMPT CUSTOMERS MUST PAY F.E.T.

ANY VEHICLE UNDER 33,000 LB GVWR IS NOT SUBJECT TO F.E.T.

Dealer	
Address	
City/State/Zip	
Terms:	
Customer	
Address	
City	
State	
Zip	
Contact	
Phone	
Fax	

Delivery Instructions:
You Must Choose One
Vactor Delivery
Customer Pick-Up

ENTER DATA IN YELLOW CELLS ONLY

MODEL	2103 COMBINATION SEWER CLEANER *MODULE PRICE INCLUDES MANDATORY MOUNTING CHARGE*	QTY	LIST	EXT LIST		EXT NET
2103-16	PD Blower, 3 Yard Debris Body Capacity, 500 Gallon Water Capacity	0	$ 109,366	$ -		$ -
	TOTAL MODULE (INCLUDES MOUNTING CHARGE)	1		$ -	See Tab 2103 COMBO CHANGES	$ -
	STANDARDS INCLUDED:		LIST	EXT LIST		EXT NET
M000STD	Roots 616 RCS Blower 2400 CFM @ 0" Hg	1		STD		STD
M001STD	3 Cubic Yard Debris Tank Capacity	1		STD		STD
M002STD	Mud Flaps	1		STD		STD
M003STD	Color Coded Sealed Electrical System	1		STD		STD
	Air Shift Controls for Transfer Case	1		STD		STD
M004STD	Remote Pendant Control With 35' Cord	1		STD		STD
M005STD	Double Acting Dump Hoist Cylinder	1		STD		STD
M2603STD	2" Y-Strainer With 25' Fill Hose	1		STD		STD
M007STD	Ex-Ten Steel Debris Tank	1		STD		STD
M009STD	Water Level Sight Gauge	1		STD		STD
M010STD	Manual Over Center Rear Door Locks	1		STD		STD
M011STD	Multi-Flow Water System	1		STD		STD
M012STD	Accumulator For Vactor Water Pump	1		STD		STD
M013STD	4' Hydraulic Extendable Boom 120 Deg. Rotation	1		STD		STD
M014STD	Vacuum Relief (Kunkel Valves)	1		STD		STD
M015STD	3" Y-Strainer at Water Pump Inlet	1		STD		STD

M016STD	40 GPM @ 2500 PSI Water System	1		STD		STD
M017STD	500 Gallon Water Tank Capacity	1		STD		STD
M018STD	One Aluminum Tool Box	1		STD		STD
M019STD	Stainless Steel Float Ball Shut-Off	1		STD		STD
M020STD	Rotating Hose Reel 500' x 3/4" Capacity 120 Deg. Rotation	1		STD		STD
M021STD	500' x 3/4" Piranha Sewer Hose - 3000 PSI	1		STD		STD
M022STD	Hose Reel Hydraulic Tilt Function	1		STD		STD
M023STD	Electronic Back-Up Alarm	1		STD		STD
M024STD	Hose Footage Counter	1		STD		STD
S390BSTD	Vacuum Pipe Package 6"	1		STD		STD
MS560STD	Emergency Flare Kit	1		STD		STD
MS590STD	Fire Extinguisher - 5#	1		STD		STD
M4601STD	Dual Roller Hose Level Wind Guide	1		STD		STD
M7601	1+1 Vactor Manual-Partial Manual and CD Version	1		STD		STD
MP110STD	Module-Paint Dupont (Wet-On-Wet)	1		STD		STD
	DEBRIS BODY		**LIST**	**EXT LIST**		**EXT NET**
M1011	Gravity Drain System with 4" Lever Valve Located Passenger Side Forward In Body	0	$ 1,437	$ -		$ -
M1011A	Gravity Drain System with 4" Lever Valve Located Driver Side Forward in Body	0	$ 1,437	$ -		$ -
M1012	Decant System with 4" Air Operated Knife Valve Forward Mounted, Passenger Side with Screen and 10' Drain Hose with Camlocks	0	$ 2,368	$ -		$ -
M1012A	Decant System with 4" Air Operated Knife Valve Forward Mounted, Driver Side with Screen and 10' Drain Hose with Camlocks	0	$ 2,368	$ -		$ -
M1015	Folding Pipe Rack/Curbside	0	$ 958	$ -		$ -
M1015A	Folding Pipe Rack/Streetside	0	$ 958	$ -		$ -
M1601	Debris Body Flush-Out System	0	$ 1,380	$ -		$ -
M1602	Debris Body Load Limit Alarm	0	$ 1,900	$ -		$ -
M1603	4" Butterfly Decant Valve Rear Door Mounted	0	$ 567	$ -		$ -
M1604	450 GPM Sludge Pump System - Internally Mounted	0	$ 10,001	$ -		$ -
M1604A	450 GPM Sludge Pump System - Internally Mounted with 2.5" plumbing to front of vehicle	0	$ 12,183	$ -		$ -
M1604B	Pump-Off Port Installation Only	0	$ 328	$ -		$ -
M1605	Rear Door Splash Shield	0	$ 1,406	$ -		$ -
M1606	Hydraulic Rear Door Locks	0	$ 4,550	$ -		$ -
M1607	Debris and Water Tanks Combined	0	$ 2,217	$ -		$ -
	WATER TANK ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
M2601	Low Water Alarm with Light	0	$ 484	$ -		$ -
M2602	Low Water Warning Light	0	$ 312	$ -		$ -
M2603A	3" Y-Filter At Water Tank Fill (in lieu of Standard 2")	0	$ 401	$ -		$ -
M2604	Air Purge System - Chassis Must Have Air Brakes	0	$ 1,192	$ -		$ -
	HIGH PRESSURE WATER PUMP		**LIST**	**EXT LIST**		**EXT NET**
M3015	Hot Shift Blower Drive System (In lieu of Standard) PD Units ONLY - Includes Transfer Case Air Shift Control, Vacuum Relief, Front Control for Blower Engagement	0	$ 4,998	$ -		$ -
M3602	12 GPM Cold Weather Recirculation System - This Option Available For All Machines With Manual Transmission. Requires Front Crankshaft Drive Provision. Chassis Must Be Ordered With Front Crank Provision. (Note: All Chassis Are Not Available With Front Crank Drive).	0	$ 4,077	$ -		$ -
M3605	Lube Manifold (Includes Option M1023PA)	0	$ 2,088	$ -	See Tab 2103 COMBO CHANGES	$ -
M1023PA	Laminated Lube Chart	0	$ 56	$ -	See Tab 2103 COMBO CHANGES	$ -
M3607	Retractable Handgun Hose Reel with 50' Hose Assy.	0	$ 1,187	$ -		$ -
M5021	Hydro Excavation Kit - Includes Retractable Reel with 50' x 3/8" Hose, Handgun, and Plumbing. *This system must have Option 5014 Water Relief Valve on the unit. NOT AVAILABLE on CB Units.*	0	$ 4,129	$ -	See Tab 2103 COMBO CHANGES	$ -
M5008B	20 GPM Extreme Cold Weather Recirculation System *To upgrade from the 12 GPM System, order both options.*	0	$ 656	$ -		$ -
M5008C	12 GPM Cold Weather Recirculation System utilizing Allison Automatic Transmission	0	$ 3,467	$ -		$ -

M5014	Water Relief Valve	0	$ 1,176	$ -	See Tab 2103 COMBO CHANGES	$ -
	HOSE REEL ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
	500' X 3/4" Piranha Sewer Hose/3000 PSI	0	STD	STD	See Tab 2103 COMBO CHANGES	STD
	500' X 3/4" Aeroquip Sewer Hose/3000 PSI (In Lieu of Standard)	0	$ 193	$ -	See Tab 2103 COMBO CHANGES	$ -
M4602	Additional Hose Footage Counter - Rear	0	$ 458	$ -		$ -
M4604	Joystick Boom Control - Front	0	$ 755	$ -		$ -
	LIGHT ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
M5601	Signal-Master Directional Arrow-One Piece - Rear, 10 Light	0	$ 1,291	$ -		$ -
M8001C	Signal-Master Directional Arrow Stick - Rear	0	$ 1,895	$ -	See Tab 2103 COMBO CHANGES	$ -
M5602	Hand Light With Bumper Plug	0	$ 344	$ -		$ -
M5603	Revolving Amber Light - Front Mounted	0	$ 646	$ -		$ -
M5603A	Revolving Amber Light - Rear Mounted	0	$ 646	$ -		$ -
M5605	Strobe Light Amber - Front Mounted	0	$ 901	$ -		$ -
M5605A	Strobe Light Amber - Rear Mounted	0	$ 901	$ -		$ -
M5607	Work Light @ Operators Station	0	$ 572	$ -		$ -
M5608	Work Lights On Boom	0	$ 656	$ -		$ -
M5609	Limb Guard For Revolving/Strobe Light	0	$ 183	$ -		$ -
M5610	Work Light On Rear Door	0	$ 542	$ -		$ -
M8012	Additional Connector for Hand Light	0	$ 131	$ -		$ -
M8020E	FS DOT 3 - 6 Light System - Fed Sig Mirror Mount Strobes, 2 Mid-Ship, 2 Rear Mounted Oval LED Quad Flash Strobes	0	$ 2,665	$ -		$ -
M8025	LED Lights, Clearance, Stop, Tail, & Turn	0	$ 609	$ -		$ -
	CHASSIS ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
	Vactor Manual - Full Printed Version	0	$ 155	$ -	See Tab 2103 CHANGES	$ -
	Additional Vactor Manual - CD Version	0	$ 155	$ -		$ -
M6601	Ziebart Rust Corrosion Protection	0	$ 1,407	$ -		$ -
9001A	ROAD SALT PROTECTION - A PROTECTIVE COATING/KATS UL5000 A water based synthetic acrylic copolymer coating sprayed on the exterior of the machine for protection against the elements during transit. Requires a water based KATS UL8000 (Supplied by Vactor) to remove the coating	0	$ 330	$ -	See Tab 2103 COMBO CHANGES	$ -
M6602	Tow Hooks - Front Mounted	0	$ 339	$ -		$ -
M6602A	Tow Hooks - Rear Mounted	0	$ 235	$ -		$ -
M6604	Rear Axle Load Limit Alarm	0	$ 458	$ -		$ -
M6605	Emergency Brake (Required on chassis that do not have Rear Axle Parking Brake)	0	$ 4,696	$ -		$ -
M9019	**DELIVERY TO DEALER (INSERT LIST PRICE)**		$ -	$ -		$ -
9021	Camera System, Rear Camera Only	0	$ 1,566	$ -		$ -
9021A	Camera System, Front & Rear Camera	0	$ 2,139	$ -		$ -
9021B	Camera System, Front, Rear, & Both Sides	0	$ 2,669	$ -		$ -
M9023	Safety Cone Rack	0	$ 149	$ -		$ -
M9024	Water Cooler Storage Rack	0	$ 149	$ -		$ -
	ALUMINUM TOOLBOXES		**LIST**	**EXT LIST**		**EXT NET**
M7602A	36"x18"x18" Tool Box Aluminum	0	$ 901	$ -		$ -
M7603A	72"x18"x18" Tool Box Aluminum	0	$ 1,276	$ -		$ -
M7604A	48"x18"x18" Tool Box Aluminum	0	$ 1,057	$ -		$ -
	PAINT		**LIST**	**EXT LIST**		**EXT NET**
***	**Match Cab - Yes or No**					
P110STD	Module - Dupont (Wet-on-Wet)	0	STD	STD		STD
***	**Enter Color and Paint Code**	0				
P111	Molule - Centari (Primer Base)	0	$ 1,422	$ -		$ -
***	**Enter Color and Paint Code**	0				
P112	Module - Imron (Primer Base)	0	$ 1,876	$ -		$ -
***	**Enter Color and Paint Code**	0				
P113	Module Stripe - Single	0	$ 2,051	$ -		$ -
***	**Enter Color and Paint Code**	0				
P114	Module Stripe - Multiple (3 Maximum)	0	$ 2,489	$ -		$ -

***	Enter Color and Paint Code	0			
P115	Rear Door Stripe - Painted	0	$ 1,026	$ -	$ -
***	Enter Color and Paint Code	0			
P116	Rear Door Stripe - Reflective Tape (Chevron)	0	$ 654	$ -	$ -
**	Enter Color	0			
P118	Cab Paint - Centari	0	$ 3,737	$ -	$ -
***	Enter Color and Paint Code	0			
P119	Cab Paint - Imron	0	$ 4,159	$ -	$ -
***	Enter Color and Paint Code	0			
P120	Cab Stripe - Single	0	$ 1,324	$ -	$ -
**	Enter Color	0			
P121	Cab Stripe - Multiple (3 Maximum)	0	$ 1,463	$ -	$ -
**	Enter Color	0			
ITEM #	SPECIAL OPTIONS/INSERT DESCRIPTIONS		INSERT LIST PRICE	EXT LIST	EXT NET
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
	SPARE PARTS/ACCESSORIES		LIST	EXT LIST	EXT NET
S190	Additional 1/2" Handgun Hose/Per Foot Cost	0	$ 4	$ -	$ -
S210	Basin Retriever (Handi-Clam)	0	$ 335	$ -	$ -
S220	Basin Shovel	0	$ 410	$ -	$ -
S230	Basin Spoon	0	$ 410	$ -	$ -
S240	Offset Manhole Roller	0	$ 410	$ -	$ -
S250	Root Cutter Kit (Does Not Include Saws)	0	$ 2,470	$ -	$ -
S260	6" Spiral Saw Blade	0	$ 160	$ -	$ -
S270	8" Spiral Saw Blade	0	$ 185	$ -	$ -
S280	10" Spiral Saw Blade	0	$ 185	$ -	$ -
S290	12" Spiral Saw Blade	0	$ 235	$ -	$ -
S300	15" Spiral Saw Blade	0	$ 260	$ -	$ -
S340	Lid Lifting Hook	0	$ 80	$ -	$ -
S420	6" Quick Clamp Assy	0	$ 60	$ -	$ -
S460	Additional Handgun Assy. With Hose	0	$ 325	$ -	$ -
S470	Additional 6" Lay Flat Drain Hose - Per Ft. Price	0	$ 10	$ -	$ -
S480	Additional 2 1/2" Water Fill Hose - Per Ft. Price	0	$ 6	$ -	$ -
S500	Additional 3" Water Screen	0	$ 55	$ -	$ -
S530	Flexible Hose Guide	0	$ 160	$ -	$ -
S540A	Catch Basin Handle Assy - 6"	0	$ 160	$ -	$ -
S550	Hydrant Wrench	0	$ 75.00	$ -	$ -
S550	Hydrant Wrench	0	$ 75	$ -	$ -
S560	Emergency Flare Kit	0	$ 75	$ -	$ -
S590	5# Fire Extinguisher	0	$ 135	$ -	$ -
89957	Higbee C/B Nozzle Assy 8" x 78"	0	$ 660	$ -	$ -
89957A	Higbee C/B Nozzle Assy 8" x 36"	0	$ 465	$ -	$ -
501523	Higbee C/B Nozzle Assy 6" x 36"	0	$ 425	$ -	$ -
501523A	Higbee C/B Nozzle Assy 6" x 78"	0	$ 480	$ -	$ -
34763	6" x 3' Alum Pipe Assy	0	$ 125	$ -	$ -
34763A	6" x 5' Alum Pipe Assy	0	$ 160	$ -	$ -
34763B	6" x 7.5' Alum Pipe Assy	0	$ 240	$ -	$ -
34766	6" x 6.5' Catch Basin Nozzle Assy	0	$ 230	$ -	$ -
	TOTAL OPTIONS LIST			$ -	$ -
	PRICING SUMMARY		LIST	EXT LIST	EXT NET
	BASE MODULE			$ -	$ -
	OPTIONS			$ -	$ -
	MODULE, OPTIONS, SPARE PARTS		ENTER LIST DISCOUNT	$ -	$ -
	DISCOUNT/ENTER DOLLAR AMOUNT		$ -	$ -	$ -
CONSULT FACTORY FOR STOCK CHASSIS			ENTER LIST CHASSIS PRICE	EXT LIST	EXT NET
ITEM #			$ -	$ -	$ -

MAKE						
MODEL				EXT LIST		EXT NET
LIST PRICE OF MODULE, OPTIONS AND CHASSIS LESS DISCOUNT				$ -		$ -
ENTER NON-STOCK CHASSIS INFORMATION BELOW						
MAKE						
MODEL						
	CUSTOMER SUPPLIED CHASSIS MODIFICATION CHARGE *(APPLIES WHEN CUSTOMER SUPPLIED CHASSIS DOES NOT MEET MINIMUM SPECIFICATION)*	0	$ 2,293	$ -	See Tab 2103 COMBO CHANGES	$ -
ENTER SPECIAL INSTRUCTIONS BELOW						
				EXT LIST		TOTAL NET
				$ -		$ -

2011 List Price Worksheet - NJPA Pricing

2103 CATCH BASIN UNIT

EFFECTIVE 08-24-2011

ALL INFORMATION MUST BE FILLED IN OR ORDER WILL NOT BE ACCEPTED

Vactor requires a complete chassis specification with data codes from selling dealer before an order will be accepted, unless you are purchasing a Vactor stock chassis.

PURCHASE ORDER SUMMARY

ENTER DATA IN YELLOW CELLS

Date	
Dealer PO#	
Model	
Requested Delivery Date	
	> > > > M.S.O. INFORMATION < < < <
Assign To	
Address	
City	
State	
Zip	
FedEx To	
Address	
City	
State	
Zip	
Attention	

Financed by Dealer:
Yes
No

ALL NON-EXEMPT CUSTOMERS MUST PAY F.E.T.
ANY VEHICLE UNDER 33,000 LB GVWR IS NOT SUBJECT TO F.E.T.

Dealer	
Address	
City/State/Zip	
Terms:	
Customer	
Address	
City	
State	
Zip	
Contact	
Phone	
Fax	

Delivery Instructions:
You Must Choose One
Vactor Delivery
Customer Pick-Up

ENTER DATA IN YELLOW CELLS ONLY

MODEL	2103 CATCH BASIN CLEANER *MODULE PRICE INCLUDES MANDATORY MOUNTING CHARGE*	QTY	LIST	EXT LIST		EXT NET
2103-16	PD Blower, 3 Yard Debris Body Capacity, 500 Gallon Water Capacity	0	$ 97,168	$ -		$ -
	TOTAL MODULE (INCLUDES MOUNTING CHARGE)	1		$ -	See Tab 2103 CB CHANGES	$ -
	STANDARDS INCLUDED:		LIST	EXT LIST		EXT NET
M000STD	Roots 616 RCS Blower 2400 CFM @ 0" Hg	1		STD		STD
M001STD	3 Cubic Yard Debris Tank Capacity	1		STD		STD
M002STD	Mud Flaps	1		STD		STD
M003STD	Color Coded Sealed Electrical System	1		STD		STD
	Air Shift Controls for Transfer Case	1		STD		STD
M004STD	Remote Pendant Control With 35' Cord	1		STD		STD
M005STD	Double Acting Dump Hoist Cylinder	1		STD		STD
M2603STD	2" Y-Strainer With 25' Fill Hose	1		STD		STD
M007STD	Ex-Ten Steel Debris Tank	1		STD		STD
M009STD	Water Level Sight Gauge	1		STD		STD
M010STD	Manual Over Center Rear Door Locks	1		STD		STD
M013STD	4' Hydraulic Extendable Boom 120 Deg. Rotation	1		STD		STD
M014STD	Vacuum Relief (Kunkel Valves)	1		STD		STD
M016STD	10 GPM @ 400 PSI Water System	1		STD		STD
M017STD	500 Gallon Water Tank Capacity	1		STD		STD
M018STD	One Aluminum Tool Box	1		STD		STD
M019STD	Stainless Steel Float Ball Shut-Off	1		STD		STD

M023STD	Electronic Back-Up Alarm	1		STD		STD
M024STD	Hose Footage Counter	1		STD		STD
S390BSTD	Vacuum Pipe Package 6"	1		STD		STD
MS560STD	Emergency Flare Kit	1		STD		STD
MS590STD	Fire Extinguisher - 5#	1		STD		STD
M7601	1+1 Vactor Manual-Partial Manual and CD Version	1		STD		STD
MP110STD	Module-Paint Dupont (Wet-On-Wet)	1		STD		STD
	DEBRIS BODY		**LIST**	**EXT LIST**		**EXT NET**
M1011	Gravity Drain System with 4" Lever Valve Located Passenger Side Forward in Body	0	$ 1,437	$ -		$ -
M1011A	Gravity Drain System with 4" Lever Valve Located Driver Side Forward in Body	0	$ 1,437	$ -		$ -
M1012	Decant System with 4" Air Operated Knife Valve Forward Mounted, Passenger Side with Screen and 10' Drain Hose with Camlocks	0	$ 2,368	$ -		$ -
M1012A	Decant System with 4" Air Operated Knife Valve Forward Mounted, Driver Side with Screen and 10' Drain Hose with Camlocks	0	$ 2,368	$ -		$ -
M1015	Folding Pipe Rack/Curbside	0	$ 958	$ -		$ -
M1015A	Folding Pipe Rack/Streetside	0	$ 958	$ -		$ -
M1601	Debris Body Flush-Out System	0	$ 1,380	$ -		$ -
M1602	Debris Body Load Limit Alarm	0	$ 1,900	$ -		$ -
M1603	4" Butterfly Decant Valve Rear Door Mounted	0	$ 567	$ -		$ -
M1605	Rear Door Splash Shield	0	$ 1,406	$ -		$ -
M1606	Hydraulic Rear Door Locks	0	$ 4,550	$ -		$ -
M1607	Debris and Water Tanks Combined	0	$ 2,217	$ -		$ -
	WATER TANK ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
M2601	Low Water Alarm with Light	0	$ 484	$ -		$ -
M2602	Low Water Warning Light	0	$ 312	$ -		$ -
M2603A	3" Y-Filter At Water Tank Fill (in lieu of Standard 2")	0	$ 401	$ -		$ -
M2604	Air Purge System - Chassis Must Have Air Brakes	0	$ 1,192	$ -		$ -
	HIGH PRESSURE WATER PUMP		**LIST**	**EXT LIST**		**EXT NET**
M3015	Hot Shift Blower Drive System (In lieu of Standard) PD Units ONLY - Includes Transfer Case Air Shift Control, Vacuum Relief, Front Control for Blower Engagement	0	$ 4,998	$ -		$ -
M3602	12 GPM Cold Weather Recirculation System - This Option Available For All Machines With Manual Transmission. Requires Front Crankshaft Drive Provision. Chassis Must Be Ordered With Front Crank Provision. (Note: All Chassis Are Not Available With Front Crank Drive)	0	$ 4,077	$ -		$ -
M3605	Lube Manifold (Includes Option M1023PA)	0	$ 2,088	$ -	See Tab 2103 CB CHANGES	$ -
M1023PA	Laminated Lube Chart	0	$ 56	$ -	See Tab 2103 CB CHANGES	$ -
M3607	Retractable Handgun Hose Reel with 50' Hose Assy.	0	$ 1,187	$ -		$ -
	FRONT ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
M4604	Joystick Boom Control - Front	0	$ 755	$ -		$ -
	LIGHT ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
M5601	Signal-Master Directional Arrow-One Piece - Rear, 10 Light	0	$ 1,291	$ -		$ -
M8001C	Signal-Master Directional Arrow Stick - Rear	0	$ 1,895	$ -	See Tab 2103 CB CHANGES	$ -
M5602	Hand Light With Bumper Plug	0	$ 344	$ -		$ -
M5603	Revolving Amber Light - Front Mounted	0	$ 646	$ -		$ -
M5603A	Revolving Amber Light - Rear Mounted	0	$ 646	$ -		$ -
M5605	Strobe Light Amber - Front Mounted	0	$ 901	$ -		$ -
M5605A	Strobe Light Amber - Rear Mounted	0	$ 901	$ -		$ -
M5607	Work Light @ Operators Station	0	$ 572	$ -		$ -
M5608	Work Lights On Boom	0	$ 656	$ -		$ -
M5609	Limb Guard For Revolving/Strobe Light	0	$ 183	$ -		$ -
M5610	Work Light On Rear Door	0	$ 542	$ -		$ -
M8012	Additional Connector for Hand Light	0	$ 131	$ -		$ -
M8020E	FS DOT 3 - 6 Light System - Fed Sig Mirror Mount Strobes, 2 Mid-Ship, 2 Rear Mounted Oval LED Quad Flash Strobes	0	$ 2,665	$ -		$ -
M8025	LED Lights, Clearance, Stop, Tail, & Turn	0	$ 609	$ -		$ -
	CHASSIS ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**

	Vactor Manual - Full Printed Version	0	$ 155	$ -	See Tab 2103 CB CHANGES	$ -
	Additional Vactor Manual - CD Version	0	$ 155	$ -		$ -
M6601	Ziebart Rust Corrosion Protection	0	$ 1,407	$ -		$ -
9001A	ROAD SALT PROTECTION - A PROTECTIVE COATING/KATS UL5000 A water based synthetic acrylic copolymer coating sprayed on the exterior of the machine for protection against the elements during transit. Requires a water based KATS UL8000 (Supplied by Vactor) to remove the coating	0	$ 330	$ -	See Tab 2103 CB CHANGES	$ -
M6602	Tow Hooks - Front Mounted	0	$ 339	$ -		$ -
M6602A	Tow Hooks - Rear Mounted	0	$ 235	$ -		$ -
M6604	Rear Axle Load Limit Alarm	0	$ 458	$ -		$ -
M6605	Emergency Brake (Required on chassis that do not have Rear Axle Parking Brake)	0	$ 4,696	$ -		$ -
M9019	DELIVERY TO DEALER (INSERT LIST PRICE)		$ -	$ -		$ -
9021	Camera System, Rear Camera Only	0	$ 1,566	$ -		$ -
9021A	Camera System, Front & Rear Camera	0	$ 2,139	$ -		$ -
9021B	Camera System, Front, Rear, & Both Sides	0	$ 2,669	$ -		$ -
M9023	Safety Cone Rack	0	$ 149	$ -		$ -
M9024	Water Cooler Storage Rack	0	$ 149	$ -		$ -
	ALUMINUM TOOLBOXES		LIST	EXT LIST		EXT NET
M7602A	36"x18"x18" Tool Box Aluminum	0	$ 901	$ -		$ -
M7603A	72"x18"x18" Tool Box Aluminum	0	$ 1,276	$ -		$ -
M7604A	48"x18"x18" Tool Box Aluminum	0	$ 1,057	$ -		$ -
	PAINT		LIST	EXT LIST		EXT NET
***	Match Cab - Yes or No					
P110STD	Module - Dupont (Wet-on-Wet)	0	STD	STD		STD
***	Enter Color and Paint Code	0				
P111	Molule - Centari (Primer Base)	0	$ 1,422	$ -		$ -
***	Enter Color and Paint Code	0				
P112	Module - Imron (Primer Base)	0	$ 1,876	$ -		$ -
***	Enter Color and Paint Code	0				
P113	Module Stripe - Single	0	$ 2,051	$ -		$ -
***	Enter Color and Paint Code	0				
P114	Module Stripe - Multiple (3 Maximum)	0	$ 2,489	$ -		$ -
***	Enter Color and Paint Code	0				
P115	Rear Door Stripe - Painted	0	$ 1,026	$ -		$ -
***	Enter Color and Paint Code	0				
P116	Rear Door Stripe - Reflective Tape (Chevron)	0	$ 654	$ -		$ -
**	Enter Color	0				
P118	Cab Paint - Centari	0	$ 3,737	$ -		$ -
***	Enter Color and Paint Code	0				
P119	Cab Paint - Imron	0	$ 4,159	$ -		$ -
***	Enter Color and Paint Code	0				
P120	Cab Stripe - Single	0	$ 1,324	$ -		$ -
**	Enter Color	0				
P121	Cab Stripe - Multiple (3 Maximum)	0	$ 1,463	$ -		$ -
**	Enter Color	0				
ITEM #	SPECIAL OPTIONS/INSERT DESCRIPTIONS		INSERT LIST PRICE	EXT LIST		EXT NET
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
	SPARE PARTS/ACCESSORIES		LIST	EXT LIST		EXT NET
S190	Additional 1/2" Handgun Hose/Per Foot Cost	0	$ 4	$ -		$ -
S210	Basin Retriever (Handi-Clam)	0	$ 335	$ -		$ -
S220	Basin Shovel	0	$ 410	$ -		$ -
S230	Basin Spoon	0	$ 410	$ -		$ -
S240	Offset Manhole Roller	0	$ 410	$ -		$ -
S250	Root Cutter Kit (Does Not Include Saws)	0	$ 2,470	$ -		$ -

S260	6" Spiral Saw Blade	0	$ 160	$ -		$ -
S270	8" Spiral Saw Blade	0	$ 185	$ -		$ -
S280	10" Spiral Saw Blade	0	$ 185	$ -		$ -
S290	12" Spiral Saw Blade	0	$ 235	$ -		$ -
S300	15" Spiral Saw Blade	0	$ 260	$ -		$ -
S340	Lid Lifting Hook	0	$ 80	$ -		$ -
S420	6" Quick Clamp Assy	0	$ 60	$ -		$ -
S460	Additional Handgun Assy. With Hose	0	$ 325	$ -		$ -
S470	Additional 6" Lay Flat Drain Hose - Per Ft. Price	0	$ 10	$ -		$ -
S480	Additional 2 1/2" Water Fill Hose - Per Ft. Price	0	$ 6	$ -		$ -
S500	Additional 3" Water Screen	0	$ 55	$ -		$ -
S530	Flexible Hose Guide	0	$ 160	$ -		$ -
S540A	Catch Basin Handle Assy - 6"	0	$ 160	$ -		$ -
S550	Hydrant Wrench	0	$ 75.00	$ -		$ -
S550	Hydrant Wrench	0	$ 75	$ -		$ -
S560	Emergency Flare Kit	0	$ 75	$ -		$ -
S590	5# Fire Extinguisher	0	$ 135	$ -		$ -
89957	Higbee C/B Nozzle Assy 8" x 78"	0	$ 660	$ -		$ -
89957A	Higbee C/B Nozzle Assy 8" x 36"	0	$ 465	$ -		$ -
501523	Higbee C/B Nozzle Assy 6" x 36"	0	$ 425	$ -		$ -
501523A	Higbee C/B Nozzle Assy 6" x 78"	0	$ 480	$ -		$ -
34763	6" x 3' Alum Pipe Assy	0	$ 125	$ -		$ -
34763A	6" x 5' Alum Pipe Assy	0	$ 160	$ -		$ -
34763B	6" x 7.5' Alum Pipe Assy	0	$ 240	$ -		$ -
34766	6" x 6.5' Catch Basin Nozzle Assy	0	$ 230	$ -		$ -
	TOTAL OPTIONS LIST	1		$ -		$ -
	PRICING SUMMARY	1	LIST	EXT LIST		NET
	BASE MODULE	1		$ -		$ -
	OPTIONS	1		$ -		$ -
	MODULE, OPTIONS, SPARE PARTS	1	ENTER LIST DISCOUNT	$ -		$ -
	DISCOUNT/ENTER DOLLAR AMOUNT	1	$ -	$ -		$ -
CONSULT FACTORY FOR STOCK CHASSIS		1	ENTER LIST CHASSIS PRICE	EXT LIST		EXT NET
ITEM #		1	$ -	$ -		$ -
MAKE		1				
MODEL		1		EXT LIST		EXT NET
LIST PRICE OF MODULE, OPTIONS AND CHASSIS LESS DISCOUNT		1		$ -		$ -
ENTER NON-STOCK CHASSIS INFORMATION BELOW		1				
MAKE		1				
MODEL		1				
		1				
	CUSTOMER SUPPLIED CHASSIS MODIFICATION CHARGE *(APPLIES WHEN CUSTOMER SUPPLIED CHASSIS DOES NOT MEET MINIMUM SPECIFICATION)*	0	$ 2,293	$ -	See Tab 2103 CB CHANGES	$ -
ENTER SPECIAL INSTRUCTIONS BELOW		1				
		1				
		1				

120081-SK
Purchase of Vactor Trucks

EXT LIST	TOTAL NET
$ -	$ -

2011 RAMJET LIST PRICE WORKSHEET - NJPA Pricing

F-SERIES

EFFECTIVE 08-24-2011

ALL INFORMATION MUST BE FILLED IN OR ORDER WILL NOT BE ACCEPTED

Vactor requires a complete chassis specification with data codes from selling dealer before an order will be accepted, unless you are purchasing a Vactor stock chassis.

PURCHASE ORDER SUMMARY

ENTER DATA IN YELLOW CELLS

Date	
Dealer PO#	
Model	
Requested Delivery Date	
	> > > > M.S.O. INFORMATION < < < <
Assign To	
Address	
City	
State	
Zip	
FedEx To	
Address	
City	
State	
Zip	
Attention	

Financed by Dealer:
Yes
No

ALL NON-EXEMPT CUSTOMERS MUST PAY F.E.T.

ANY VEHICLE UNDER 33,000 LB GVWR IS NOT SUBJECT TO F.E.T.

Dealer	
Address	
City/State/Zip	
Terms:	
Customer	
Address	
City	
State	
Zip	
Contact	
Phone	
Fax	

Delivery Instructions:
You Must Choose One
Vactor Delivery
Customer Pick-Up

ENTER DATA IN YELLOW CELLS ONLY

F-SERIES RAMJET
WITH FRONT HOSE REEL & VACTOR WATER PUMP
(MODULE PRICE INCLUDES MANDATORY MOUNTING CHARGE)

CODE	F-SERIES RAMJET	QTY	LIST	EXT LIST		EXT NET
F6015	1500 GALLON WATER TANK 60 GPM/2000 PSI VACTOR WATER PUMP	0	$ 77,690	$ -		$ -
F6020	2000 GALLON WATER TANK 60 GPM/2000 PSI VACTOR WATER PUMP	0	$ 81,720	$ -		$ -
F6025	2500 GALLON WATER TANK 60 GPM/2000 PSI VACTOR WATER PUMP *(Requires tandem axle)*	0	$ 85,751	$ -		$ -
F8015	1500 GALLON WATER TANK 80 GPM/2000 PSI VACTOR WATER PUMP	0	$ 77,690	$ -		$ -
F8020	2000 GALLON WATER TANK 80 GPM/2000 PSI VACTOR WATER PUMP	0	$ 81,720	$ -		$ -
F8025	2500 GALLON WATER TANK 80 GPM/2000 PSI VACTOR WATER PUMP *(Requires tandem axle)*	0	$ 85,751	$ -		$ -
F1015	1500 GALLON WATER TANK 100 GPM/2000 PSI VACTOR WATER PUMP	0	$ 90,672	$ -		$ -
F1020	2000 GALLON WATER TANK 100 GPM/2000 PSI VACTOR WATER PUMP	0	$ 94,703	$ -		$ -
F1025	2500 GALLON WATER TANK 100 GPM/2000 PSI VACTOR WATER PUMP *(Requires tandem axle)*	0	$ 98,734	$ -		$ -
	TOTAL MODULE (INCLUDES MOUNTING CHARGE)	1		$ -	See Tab F-SERIES CHANGES	$ -
	STANDARDS INCLUDED:		**LIST**	**EXT LIST**		**EXT NET**
001STDJ	24" MAN WAY	1		STD		STD
005STDJ	2.5" X 25' FILL HOSE	1		STD		STD
010STDJ	2" GATE VALVE DRAIN	1		STD		STD

015STDJ	304 STAINLESS STEEL TANK W/BAFFLES	1		STD		STD
027STDJ	400' X 1" PIRANHA SEWER HOSE	1		STD		STD
035STDJ	1" X 10" LEADER HOSE	1		STD		STD
040STDJ	MANUAL HOSE WIND GUIDE	1		STD		STD
045STDJ	TWO NOZZLES-15 DEG PENETRATOR/30 DEG SANITARY	1		STD		STD
050STDJ	FLEXIBLE HOSE GUIDE	1		STD		STD
055STDJ	1" NOZZLE PIPE	1		STD		STD
060STDJ	HYDRANT WRENCH	1		STD		STD
065STDJ	HANDGUN WITH 35' X 1/2" HOSE AND CONNECTOR	1		STD		STD
075STDJ	WATER PRESSURE GAUGE	1		STD		STD
095STDJ	TOOL TRAYS LEFT AND RIGHT SIDE	1		STD		STD
100STDJ	36 X 18 X 18 ALUMINUM TOOL BOX CURBSIDE	1		STD		STD
105STDJ	ACCESS LADDER TO TOP OF TANK	1		STD		STD
115STDJ	NEMA 4 LIGHTING SYSTEM	1		STD		STD
120STDJ	MUD FLAPS	1		STD		STD
125STDJ	REAR BUMPER	1		STD		STD
140STDJ	VACTOR HYDRAULIC DRIVEN WATER PUMP (60 GPM/2000 PSI)	1		STD		STD
148STDJ	3" Y-STRAINER AT WATER PUMP	1		STD		STD
150STDJ	HYDRAULIC OIL SIGHT GAUGE	1		STD		STD
151STDJ	ELECTRIC BACK-UP ALARM	1		STD		STD
157STDJ	600' CAPACITY FRONT MTD HOSE REEL	1		STD		STD
158STDJ	TOOL BASKET AT REAR - EXPANDED METAL CONSTRUCTION	1		STD		STD
J2002STD	LOW WATER WARNING LIGHT	1		STD		STD
J2010STD	3" DRAIN VALVE AT WATER PUMP	1		STD		STD
J6005STD	HOSE FOOTAGE COUNTER	1		STD		STD
J6007STD	HOSE REEL MANUAL 15" HYD EXT & RETRACT	1		STD		STD
J7002STD	HOSE REEL MANUAL HYDRAULIC EXTENSION	1		STD		STD
J8000STD	CIRCUIT BREAKERS	1		STD		STD
J9000STD	1+1 JETTER MANUAL - PARTIAL MANUAL AND CD VERSION	1		STD		STD
P110STD	MODULE - DUPONT (WET-ON-WET)	1		STD		STD
	WATER TANK ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
J2000	DUAL WATER FILL SYSTEM	0	$ 681	$ -		$ -
J2001	LOW WATER ALARM WITH LIGHT	0	$ 480	$ -		$ -
J2003	LAVAL WATER SEPARATOR (CENTRIFUGAL SEPARATOR AT WATER TANK FILL)	0	$ 1,618	$ -		$ -
J2004	CONTINUOUS FILL SYSTEM AT WATER TANK INLET	0	$ 1,618	$ -		$ -
J2006	AIR PURGE SYSTEM FOR VACTOR PUMP/CHASSIS MUST HAVE AIR COMPRESSOR	0	$ 1,181	$ -		$ -
J2011	3" Y-STRAINER @ WATER FILL	0	$ 397	$ -		$ -
J2011A	2" Y-STRAINER @ WATER FILL	0	$ 547	$ -		$ -
	HIGH PRESSURE WATER PUMP		**LIST**	**EXT LIST**		**EXT NET**
J5005	DANA GEAR BOX WITH P.T.O. - FOR MT SERIES AUTOMATIC AND TRANSMISSIONS WITHOUT AN 8-BOLT PTO WINDOW	0	$ 8,241	$ -		$ -
J5008	12 GPM COLD WEATHER RECIRCULATION SYSTEM–CHASSIS W/MD OR HD TRANSMISSION. SYSTEM DRIVEN FROM AUTOMATIC TRANSMISSION	0	$ 2,010	$ -		$ -
J5008B	UPGRADE TO EXTREME COLD WEATHER RECIRCULATION SYSTEM – 20 GPM-THIS IS UPGRADE FROM 12 GPM SYSTEMS (ADD TO RECIRCULATOR SELECTION)	0	$ 645	$ -		$ -
J5009A	12 GPM COLD WEATHER RECIRCULATION SYSTEM -THIS OPTION AVAILABLE FOR ALL MACHINES WITH MANUAL TRANSMISSION. REQUIRES FRONT CRANKSHAFT DRIVE PROVISION. CHASSIS MUST BE ORDERED WITH FRONT CRANK PROVISION. (Note All chassis are not available with front crank)	0	$ 4,036	$ -		$ -
J5010	ACCUMULATOR SYSTEM FOR WATER SYSTEM	0	$ 2,515	$ -		$ -
J5012	MULTI-FLOW SYSTEM WITH NOZZLE STORAGE RACK - 3 ADDITIONAL NOZZLES WITH 80 GPM SYSTEM & 2 ADDITIONAL NOZZLES WITH 60 GPM SYSTEM	0	$ 5,108	$ -		$ -
J5014	WATER RELIEF VALVE - 1" - FOR VACTOR WATER PUMP	0	$ 1,176	$ -		$ -
J5015	FRONT AND REAR HANDGUN COUPLERS	0	$ 480	$ -		$ -
J5018	HANDGUN VALVE AT FRONT	0	$ 253	$ -		$ -
J5020	ACCUMULATOR VALVE AT FRONT	0	$ 253	$ -		$ -
J5022	FRONT CRANKSHAFT DRIVE FOR HYDRAULICS TO OPERATE WATER PUMP (CHASSIS MUST HAVE FRONT ENGINE PTO PROVISION)	0	$ 2,634	$ -		$ -
	HOSE REEL ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
6000PB	400' X 1" PIRANHA SEWER HOSE/2500 PSI	0	STD	STD	See Tab F-SERIES CHANGES	STD
6001PB	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 262	$ -	See Tab F-SERIES CHANGES	$ -

6002PB	600' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 525	$ -	See Tab F-SERIES CHANGES	$ -
	700' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 787	$ -	See Tab F-SERIES CHANGES	$ -
6003PC	800' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,050	$ -	See Tab F-SERIES CHANGES	$ -
	400' X 1" AEROQUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 75	$ -	See Tab F-SERIES CHANGES	$ -
6001P	500' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 356	$ -	See Tab F-SERIES CHANGES	$ -
6002P	600' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 637	$ -	See Tab F-SERIES CHANGES	$ -
6003P	800' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,200	$ -	See Tab F-SERIES CHANGES	$ -
	400' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 376	$ -	See Tab F-SERIES CHANGES	$ -
6001PC	500' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 713	$ -	See Tab F-SERIES CHANGES	$ -
6002PE	600' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,067	$ -	See Tab F-SERIES CHANGES	$ -
6002PC	700' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,420	$ -	See Tab F-SERIES CHANGES	$ -
	800' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,772	$ -	See Tab F-SERIES CHANGES	$ -
	400' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 500	$ -	See Tab F-SERIES CHANGES	$ -
6001PD	500' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 887	$ -	See Tab F-SERIES CHANGES	$ -
6002PF	600' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,275	$ -	See Tab F-SERIES CHANGES	$ -
6002PD	700' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 1,662	$ -	See Tab F-SERIES CHANGES	$ -
	800' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD) *REQUIRES EXTRA CAPACITY REEL*	0	$ 2,050	$ -	See Tab F-SERIES CHANGES	$ -
6000PA	400' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 2,533	$ -	See Tab F-SERIES CHANGES	$ -
6001PA	500' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 3,297	$ -	See Tab F-SERIES CHANGES	$ -
6002PA	600' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 4,167	$ -	See Tab F-SERIES CHANGES	$ -
6003PA	800' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 5,907	$ -	See Tab F-SERIES CHANGES	$ -
J6004A	AUTOMATIC HOSE LEVEL WIND GUIDE *(INCLUDES J6004D)*	0	$ 4,345	$ -		$ -
J6004D	PINCH ROLLER ASSEMBLY	0	$ 1,294	$ -		$ -
J6005A	ADDITIONAL HOSE FOOTAGE COUNTER - 1 STD REAR	0	$ 454	$ -		$ -
J6005D	ACCU-COUNT DIGITAL HOSE COUNTER/ENGLISH OR METRIC	0	$ 2,928	$ -		$ -
J6006	HOSE GUARD/RODDER HOSE	0	$ 1,051	$ -		$ -
J6008	HOSE REEL MANUAL REWIND	0	$ 480	$ -		$ -
J6011	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY	0	$ 1,176	$ -		$ -
J6011A	HANDGUN HOSE REEL - MANUAL TYPE REEL WITH 50' HOSE ASSEMBLY.	0	$ 831	$ -		$ -
J6012	LATERAL CLEANING KIT WITH 150' HOSE AND NOZZLE	0	$ 2,835	$ -		$ -
J6013	HYDRAULIC TOOL PACKAGE	0	$ 1,345	$ -		$ -

J6014	TELESCOPING ROTATING HOSE REEL-ILO STD CAPACITY 600' X 1" PIRANHA, AEROQUIP OR SHARK HOSE	0	$ 10,731	$ -	$ -
J6014A	AERO-STYLE TELESCOPING ROTATING HOSE REEL-ILO STD CAPACITY 600' X 1" SHARK HOSE ONLY	0	$ 11,081	$ -	$ -
J6014B	AERO-STYLE TELESCOPING ROTATING HOSE REEL-ILO STD CAPACITY 800' X 1" SHARK HOSE ONLY	0	$ 12,978	$ -	$ -
J6015	TELESCOPING ROTATING HOSE REEL-ILO STD CAPACITY 500' X 1-1/4" PIRANHA OR AEROQUIP HOSE 700' X 1" SHARK HOSE 800' X 1" AEROQUIP OR PIRANHA HOSE	0	$ 14,611	$ -	$ -
J6015D	EXTRA CAPACITY 15" EXTEND AND RETRACT HOSE REEL-ILO STD CAPACITY 500' X 1-1/4" PIRANHA OR AEROQUIP HOSE 700' X 1" SHARK HOSE 800' X 1" PIRANHA OR AEROQUIP HOSE	0	$ 2,170	$ -	$ -
J6016A	TELESCOPING ROTATING HOSE REEL-CAPACITY 600' X 1-1/4" PIRANHA OR AEROQUIP HOSE - *CONSULT FACTORY FOR APPLICATION* 900 ' X 1" SHARK HOSE 1000' X 1" PIRANHA OR AEROQUIP HOSE	0	$ 16,806	$ -	$ -
J6017	HYDRAULIC SHUT-OFF VALVES AT SUCTION, RETURN AND FILTER LINE (3)	0	$ 1,422	$ -	$ -
J6018	NOZZLE STORAGE RACK (STANDARD W/MULTI-FLOW SYSTEM)	0	$ 155	$ -	$ -
J6019	RODDER PUMP DRAIN VALVES (2)	0	$ 453	$ -	$ -
J6022	HOSE REEL PAY IN/PAY OUT JOYSTICK	0	$ 768	$ -	$ -
	FRONT STATION AND CONTROLS		**LIST**	**EXT LIST**	**EXT NET**
J7001	TACHOMETER (CHASSIS)	0	$ 655	$ -	$ -
J7005	LOCKABLE CONTROL BOX COVER	0	$ 155	$ -	$ -
	LIGHT ACCESSORIES		**LIST**	**EXT LIST**	**EXT NET**
J8001	SPLIT ARROW TRAFFIC CONTROLLER TWO PIECE 10 LIGHTS - REAR ONLY	0	$ 1,279	$ -	$ -
J8001A	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - FRONT	0	$ 1,279	$ -	$ -
J8001B	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - REAR	0	$ 1,877	$ -	$ -
J8001C	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - FRONT	0	$ 1,876	$ -	$ -
J8001D	WHELEN DIRECTIONAL LARGE ARROW ONE PIECE 16 STROBE LIGHTS - REAR ONLY	0	$ 4,365	$ -	$ -
J8002	HAND LIGHT WITH BUMPER PLUG	0	$ 340	$ -	$ -
J8003	HAND LIGHT WITH RETRACTABLE REEL	0	$ 510	$ -	$ -
J8004	REVOLVING LIGHT MOUNTED - REAR ONLY	0	$ 639	$ -	$ -
J8004A	REVOLVING AMBER BEACON LIGHT - FRONT ONLY	0	$ 639	$ -	$ -
J8007	STROBE LIGHT MOUNTED - REAR ONLY	0	$ 892	$ -	$ -
J8007A	STROBE LIGHT MOUNTED - FRONT ONLY	0	$ 892	$ -	$ -
J8007B	STROBE LED AMBER LIGHT - FED SIG FRONT CAB GUARD MOUNTED *(NO LIMB GUARD AVAILABLE)*	0	$ 995	$ -	$ -
J8007C	STROBE LED AMBER LIGHT - FED SIG REAR MOUNTED ONLY	0	$ 995	$ -	$ -
J8008	BRACKETS AND WIRING - REAR (FOR STROBE OR REVOLVING LIGHT ONLY)	0	$ 397	$ -	$ -
J8008A	BRACKETS AND WIRING - FRONT (FOR STROBE OR REVOLVING LIGHT ONLY)	0	$ 397	$ -	$ -
J8009	WORK LIGHT AT HOSE REEL CONTROLS	0	$ 567	$ -	$ -
J8009A	WORK LIGHT AT HOSE REEL MANHOLE	0	$ 567	$ -	$ -
J8012	ADDITIONAL CONNECTOR FOR HAND LIGHT	0	$ 129	$ -	$ -
J8013	LIMB GUARD FOR REVOLVING OR STROBE LIGHT	0	$ 181	$ -	$ -
J8016	WORKLIGHT ON REAR DOOR	0	$ 537	$ -	$ -
J8020	WHELEN DOT 3 LIGHTING SYSTEM FOUR STROBE LIGHT HEAD ASSEMBLY	0	$ 4,752	$ -	$ -
J8020A	WHELEN DOT 3 LIGHTING SYSTEM SIX STROBE LIGHT HEAD ASSEMBLY	0	$ 4,979	$ -	$ -
J8020B	REAR BUMPER MOUNTED 2 AMBER STROBES - FED SIG TWO 6" DIA RECESSED IN BUMPER	0	$ 980	$ -	$ -
J8020C	VACTOR FOUR FLASHING LIGHT ASSEMBLY TWO PIECE EACH WITH (2) AMBER LIGHTS 7" DIA	0	$ 567	$ -	$ -
J8020E	FS DOT 3 - 6 LIGHT SYSTEM - FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES	0	$ 2,639	$ -	$ -
J8020F	FS DOT 3 - 4 LIGHT SYSTEM - (FED SIG/MIRROR MOUNT STROBES, 2 REAR MOUNTED, OVAL LED QUAD FLASH LIGHTS)	0	$ 2,093	$ -	$ -
J8020G	FS 6 LIGHT SYSTEM - ALL LED SYSTEM, 2 CAB GUARD STROBES, 2 REAR MOUNTED OVAL QUAD FLASH LIGHTS	0	$ 2,422	$ -	$ -
J8022	LED BUMPER STROBES LIGHTS	0	$ 1,154	$ -	$ -

J8025	LED LIGHTS, CLEARANCE, STOP, TAIL & TURN	0	$ 603	$ -		$ -
J8025A	LED LIGHTS, CLEARANCE, BACK-UP, STOP, TAIL & TURN	0	$ 738	$ -		$ -
J8026	FS DOT 3 - 6 LIGHT SYSTEM - FED SIG 2 MIRROR MOUNT STROBES, 2 MIDSHIP, 2 REAR MOUNTED OVAL QUAD FLASH LIGHTS, AND LED CLEARANCE, STOP-TAIL-TURN LIGHTS, BACK UP	0	$ 2,928	$ -		$ -
	CHASSIS ACCESSORIES		LIST	EXT LIST		EXT NET
J9000	JETTER MANUAL - FULL PRINTED VERSION	0	$ 155	$ -	See Tab F-SERIES CHANGES	$ -
J9000A	ADDITIONAL JETTER MANUAL - CD VERSION	0	$ 155	$ -		$ -
J9001	ZIEBART CORROSION PROTECTION	0	$ 1,407	$ -		$ -
9001A	ROAD SALT PROTECTION - A PROTECTIVE COATING/KATS UL5000 A water based synthetic acrylic copolymer coating sprayed on the exterior of the machine for protection against the elements during transit. Requires a water based KATS UL8000 (Supplied by Vactor) to remove the coating.	0	$ 330	$ -	See Tab F-SERIES CHANGES	$ -
J9002	TOW HOOKS/FRONT	0	$ 336	$ -		$ -
J9002A	TOW HOOKS/REAR	0	$ 233	$ -		$ -
J9011	PINTLE HITCH ASSEMBLY (SPECIFY HEIGHT REQUIRED)	0	$ 1,108	$ -		$ -
J9012A	24 X 18 X 18 ALUMINUM TOOL BOX	0	$ 773	$ -		$ -
J9013A	36 X 12 X 12 ALUMINUM TOOL BOX	0	$ 784	$ -		$ -
J9014C	48 X 18 X 18 ALUMINUM TOOL BOX	0	$ 892	$ -		$ -
J9016A	96 X 30 X 16 ALUMINUM FULL WIDTH TOOL BOX REAR MOUNTED IN LIEU OF STD TOOL BASKET	0	$ 2,263	$ -		$ -
J9019	DELIVERY TO DEALER (INSERT LIST PRICE)		$ -	$ -		$ -
9021	CAMERA SYSTEM, REAR CAMERA ONLY	0	$ 1,566	$ -		$ -
9021A	CAMERA SYSTEM, FRONT & REAR CAMERA	0	$ 2,139	$ -		$ -
9021B	CAMERA SYSTEM, FRONT, REAR, & BOTH SIDES	0	$ 2,669	$ -		$ -
	PAINT		LIST	EXT LIST		EXT NET
***	MATCH CAB - YES OR NO					
P110STD	MODULE - DUPONT (WET-ON-WET)	0	STD	STD		STD
***	ENTER COLOR AND PAINT CODE					
P111	MODULE - CENTARI (PRIMER BASE)	0	$ 1,422	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P112	MODULE - IMRON (PRIMER BASE)	0	$ 1,876	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P113	MODULE STRIPE - SINGLE	0	$ 2,051	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P114	MODULE STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 2,489	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P115	REAR DOOR STRIPE - PAINTED	0	$ 1,026	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P116	REAR DOOR STRIPE - REFLECTIVE TAPE (CHEVRON)	0	$ 654	$ -		$ -
**	ENTER COLOR					
P118	CAB PAINT - CENTARI	0	$ 3,737	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P119	CAB PAINT- IMRON	0	$ 4,159	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P120	CAB STRIPE - SINGLE	0	$ 1,324	$ -		$ -
**	ENTER COLOR					
P121	CAB STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 1,463	$ -		$ -
**	ENTER COLOR					
ITEM #	SPECIAL OPTIONS/INSERT DESCRIPTIONS		INSERT LIST PRICE	EXT LIST		EXT NET
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
			$ -	$ -		$ -
	SPARE PARTS/ACCESSORIES		LIST	EXT LIST		EXT NET
S001	1" - 15 DEGREE SAND NOZZLE (6 REAR TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S010	1" - 30 DEGREE PENETRATOR NOZZLE (6 REARWARD, 1 FORWARD TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S020	1" - 15 DEGREE PENETRATOR NOZZLE (6 REARWARD, 1 FORWARD TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S030	3" DIA. GEN. PURPOSE NOZZLE (6 REAR REPLACEABLE NOZZLES)	0	$ 275	$ -		$ -
S040	#10 STORM NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 260	$ -		$ -
S050	6" DIA. NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 1,185	$ -		$ -
S060	8" DIA. NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 1,850	$ -		$ -

S070	CULVERT NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 940	$ -		$ -
S080	1" - 15 DEGREE PROBE NOZZLE (5 REAR JETS)	0	$ 160	$ -		$ -
S120	1" - 30 DEGREE LATERAL KIT NOZZLE (NON-TUNGSTEN CARBIDE)	0	$ 170	$ -		$ -
S160	1" - 30 DEGREE SANITARY NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S170	1" - 15 DEGREE SANITARY NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S180	1" - 30 DEGREE SAND NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S190	ADDITIONAL 1/2" HANDGUN HOSE/PER FOOT COST	0	$ 4	$ -		$ -
S200	ADDITIONAL 1" LEADER HOSE/PER FOOT COST	0	$ 7	$ -		$ -
S210	BASIN RETRIEVER (HANDI-CLAM)	0	$ 335	$ -		$ -
S220	BASIN SHOVEL	0	$ 410	$ -		$ -
S230	BASIN SPOON	0	$ 410	$ -		$ -
S240	OFFSET MANHOLE ROLLER	0	$ 410	$ -		$ -
S250	ROOT CUTTER KIT (DOES NOT INCLUDE SAWS)	0	$ 2,470	$ -		$ -
S260	6" SPIRAL SAW FOR ROOT CUTTER	0	$ 160	$ -		$ -
S270	8" SPIRAL SAW FOR ROOT CUTTER	0	$ 185	$ -		$ -
S280	10" SPIRAL SAW FOR ROOT CUTTER	0	$ 185	$ -		$ -
S290	12" SPIRAL SAW FOR ROOT CUTTER	0	$ 235	$ -		$ -
S300	15" SPIRAL SAW FOR ROOT CUTTER	0	$ 260	$ -		$ -
S310	NOZZLE PIPE FOR STD 1" NOZZLE	0	$ 110	$ -		$ -
S320	NOZZLE PIPE FOR #10 NOZZLE	0	$ 135	$ -		$ -
S340	LID LIFTER HOOK	0	$ 80	$ -		$ -
S460	ADDITIONAL HANDGUN ASSEMBLY WITH HOSE	0	$ 325	$ -		$ -
S480	ADDITIONAL 2 1/2" WATER FILL HOSE/PER FOOT COST	0	$ 6	$ -		$ -
S490	ADDITIONAL 2" WATER SCREEN	0	$ 50	$ -		$ -
S500	ADDITIONAL 3" WATER SCREEN	0	$ 55	$ -		$ -
	1" MANUAL MENDER KIT - PIRANHA HOSE (INCLUDES MACHINE, DIES, PUSHER)	0	$ 856	$ -	See Tab F-SERIES CHANGES	$ -
S510	1" MANUAL MENDER KIT - AEROQUIP HOSE (INCLUDES MACHINE, DIES, PUSHER)	0	$ 1,365	$ -		$ -
S515	1" MANUAL MENDER KIT - SHARK HOSE (INCLUDES MACHINE, DIES, PUSHER)	0	$3,075	$ -		$ -
S520	1 1/4" MANUAL MENDER KIT - AEROQUIP HOSE (INCLUDES MACHINE, DIES, PUSHER)	0	$1,815	$ -		$ -
S530	FLEXIBLE HOSE GUIDE	0	$ 160	$ -		$ -
S550	HYDRANT WRENCH	0	$ 75	$ -		$ -
S560	EMERGENCY FLARE KIT	0	$ 75	$ -		$ -
S590	5# FIRE EXTINGUISHER	0	$ 135	$ -		$ -
	TOTAL OPTIONS LIST			$ -		$ -
	PRICING SUMMARY			EXT LIST		EXT NET
	BASE MODULE AND MOUNTING CHARGE			$ -		$ -
	OPTIONS			$ -		$ -
	MODULE/MOUNTING CHARGE, OPTIONS, SPARE PARTS		ENTER LIST DISCOUNT	$ -		$ -
	DISCOUNT/ENTER DOLLAR AMOUNT		$ -	$ -		$ -
CONSULT FACTORY FOR STOCK CHASSIS			ENTER LIST CHASSIS PRICE	EXT LIST		EXT NET
ITEM #			$ -	$ -		$ -
MAKE						
MODEL						
LIST PRICE OF MODULE, OPTIONS AND CHASSIS LESS DISCOUNT						
ENTER NON-STOCK CHASSIS INFORMATION BELOW						
MAKE						
MODEL						
	CUSTOMER SUPPLIED CHASSIS MODIFICATION CHARGE *(APPLIES WHEN CUSTOMER SUPPLIED CHASSIS DOES NOT MEET MINIMUM SPECIFICATION)*	0	$ 2,293	$ -	See Tab F-SERIES CHANGES	$ -
ENTER SPECIAL INSTRUCTIONS BELOW						
				EXT LIST		TOTAL NET
				$ -		$ -

2011 RAMJET LIST PRICE WORKSHEET - NJPA Pricing

P-SERIES

EFFECTIVE 08-24-2011

ALL INFORMATION MUST BE FILLED IN OR ORDER WILL NOT BE ACCEPTED

Vactor requires a complete chassis specification with data codes from selling dealer before an order will be accepted, unless you are purchasing a Vactor stock chassis.

PURCHASE ORDER SUMMARY

ENTER DATA IN YELLOW CELLS

Date	
Dealer PO#	
Model	
Requested Delivery Date	
	> > > > M.S.O. INFORMATION < < < <
Assign To	
Address	
City	
State	
Zip	
FedEx To	
Address	
City	
State	
Zip	
Attention	

Financed by Dealer:

	Yes
	No

ALL NON-EXEMPT CUSTOMERS MUST PAY F.E.T.

ANY VEHICLE UNDER 33,000 LB GVWR IS NOT SUBJECT TO F.E.T.

Dealer	
Address	
City/State/Zip	
Terms:	
Customer	
Address	
City	
State	
Zip	
Contact	
Phone	
Fax	

Delivery Instructions:
You Must Choose One

	Vactor Delivery
	Customer Pick-Up

THE P SERIES JETTER MUST HAVE AN ALLISON 3000 OR 3500 AUTOMATIC TRANSMISSION

ENTER DATA IN YELLOW CELLS ONLY

P-SERIES RAMJET
WITH FIXED REAR HOSE REEL & MYERS TRIPLEX WATER PUMP
(MODULE PRICE INCLUDES MANDATORY MOUNTING CHARGE)

CODE	P-SERIES RAMJET - SHROUDED	QTY	LIST	EXT LIST	EXT NET
P6515S	1500 GALLON WATER TANK 65 GPM/2000 PSI MYERS D65-20 TRIPLEX WATER PUMP	0	$ 85,368	$ -	$ -
P6520S	2000 GALLON WATER TANK 65 GPM/2000 PSI MYERS D65-20 TRIPLEX WATER PUMP *(Requires tandem axle)*	0	$ 89,399	$ -	$ -
P8015S	1500 GALLON WATER TANK 80 GPM/2000 PSI MYERS DP80-20 TRIPLEX WATER PUMP	0	$ 89,858	$ -	$ -
P8020S	2000 GALLON WATER TANK 80 GPM/2000 PSI MYERS DP80-20 TRIPLEX WATER PUMP *(Requires tandem axle)*	0	$ 93,889	$ -	$ -
CODE	P-SERIES RAMJET - UNSHROUDED		LIST	EXT LIST	EXT NET
P6515U	1500 GALLON WATER TANK 65 GPM/2000 PSI MYERS D65-20 TRIPLEX WATER PUMP	0	$ 77,460	$ -	$ -
P6520U	2000 GALLON WATER TANK 65 GPM/2000 PSI MYERS D65-20 TRIPLEX WATER PUMP *(Requires tandem axle)*	0	$ 81,491	$ -	$ -

P8015U	1500 GALLON WATER TANK 80 GPM/2000 PSI MYERS DP80-20 TRIPLEX WATER PUMP	0	$ 81,950	$ -		$ -
P8020U	2000 GALLON WATER TANK 80 GPM/2000 PSI MYERS DP80-20 TRIPLEX WATER PUMP *(Requires tandem axle)*	0	$ 85,981	$ -		$ -
	TOTAL MODULE (INCLUDES MOUNTING CHARGE)	1		$ -	See Tab P-SERIES CHANGES	$ -
	STANDARDS INCLUDED:		**LIST**	**EXT LIST**		**EXT NET**
001STDJ	24" MAN WAY	1		STD		STD
005STDJ	2.5" X 25' FILL HOSE	1		STD		STD
010STDJ	2" GATE VALVE DRAIN	1		STD		STD
015STDJ	304 STAINLESS STEEL TANK W/BAFFLES	1		STD		STD
0202STDJ	NON-SKID MATERIAL ON TOP	1		STD		STD
020STDJ	WATER RELIEF VALVE	1		STD		STD
025STDJ	800' CAPACITY FIXED HOSE REEL - REAR MOUNTED	1		STD	See Tab P-SERIES CHANGES	STD
027STDJ	400' X 1" PIRANHA SEWER HOSE	1		STD		STD
030STDJ	AUTO REWIND FOR SEWER HOSE	1		STD		STD
035STDJ	1" X 10" LEADER HOSE	1		STD		STD
040STDJ	MANUAL HOSE WIND GUIDE	1		STD		STD
045STDJ	TWO NOZZLES-15 DEG PENETRATOR/30 DEG SANITARY	1		STD		STD
050STDJ	FLEXIBLE HOSE GUIDE	1		STD		STD
055STDJ	1" NOZZLE PIPE	1		STD		STD
060STDJ	HYDRANT WRENCH	1		STD		STD
065STDJ	HANDGUN WITH 35' X 1/2" HOSE AND CONNECTOR	1		STD		STD
070STDJ	TACHOMETER WITH HOUR METER	1		STD		STD
075STDJ	WATER PRESSURE GAUGE	1		STD		STD
080STDJ	LOW WATER WARNING LIGHT	1		STD		STD
090STDJ	SHROUDED ENCLOSURE OR UNSHROUDED	1		STD		STD
095STDJ	TOOL TRAYS LEFT AND RIGHT SIDE	1		STD		STD
100STDJ	36 X 18 X 18 ALUMINUM TOOL BOX CURB SIDE	1		STD		STD
105STDJ	ACCESS LADDER TO TOP OF TANK	1		STD		STD
115STDJ	NEMA 4 LIGHTING SYSTEM	1		STD		STD
120STDJ	MUD FLAPS	1		STD		STD
125STDJ	REAR BUMPER	1		STD		STD
130STDJ	MYERS D65-20 TRIPLEX WATER PUMP	1		STD		STD
148STDJ	3" Y-STRAINER AT WATER PUMP	1		STD		STD
150STDJ	HYDRAULIC OIL SIGHT GAUGE	1		STD		STD
151STDJ	ELECTRIC BACK-UP ALARM	1		STD		STD
J6005STD	HOSE FOOTAGE COUNTER	1		STD		STD
J8000STD	CIRCUIT BREAKERS	1		STD		STD
J9000STD	1+1 JETTER MANUAL - PARTIAL MANUAL AND CD VERSION	1		STD		STD
P110STD	MODULE - DUPONT (WET-ON-WET)	1		STD		STD
	WATER TANK ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
J2000	DUAL WATER FILL	0	$ 681	$ -		$ -
J2001	LOW WATER ALARM WITH LIGHT	0	$ 480	$ -		$ -
J2003	LAVAL WATER SEPARATOR	0	$ 1,618	$ -		$ -
J2004	CONTINUOUS FILL SYSTEM AT WATER TANK INLET	0	$ 1,618	$ -		$ -
J2006	AIR PURGE SYSTEM FOR TRI-PLEX WATER PUMP/CHASSIS MUST HAVE AIR COMPRESSOR	0	$ 1,181	$ -		$ -
J2011	3" Y-STRAINER @ WATER FILL	0	$ 397	$ -		$ -
J2011A	2" Y-STRAINER @ WATER FILL	0	$ 547	$ -		$ -
J2402	SHROUD HEATER PACKAGE	0	$ 5,551	$ -		$ -
J2405	WATER PUMP TOOL KIT	0	$ 160	$ -		$ -
	HIGH PRESSURE WATER PUMP		**LIST**	**EXT LIST**		**EXT NET**
J5008	COLD WEATHER RECIRCULATION/TRIPLEX WATER PUMP	0	$ 310	$ -		$ -
J5015	FRONT AND REAR HANDGUN COUPLERS	0	$ 480	$ -		$ -
	HOSE REEL ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
J025A	180 DEGREE ROTATING HOSE REEL-800' CAPACITY (IN LIEU OF STANDARD FIXED REEL) *UNSHROUDED MODELS ONLY*	0	$ 2,806	$ -	See Tab P-SERIES CHANGES	$ -
6000PB	400' X 1" PIRANHA SEWER HOSE/2500 PSI	0	STD	STD	See Tab P-SERIES CHANGES	STD

6001PB	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 262	$0	See Tab P-SERIES CHANGES	$0
6002PB	600' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 525	$0	See Tab P-SERIES CHANGES	$0
	700' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 787	$0	See Tab P-SERIES CHANGES	$0
6003PC	800' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,050	$0	See Tab P-SERIES CHANGES	$0
	400' X 1" AEROQUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 75		See Tab P-SERIES CHANGES	
6001P	500' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 356	$0	See Tab P-SERIES CHANGES	$0
6002P	600' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 637	$0	See Tab P-SERIES CHANGES	$0
6003P	800' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,200	$0	See Tab P-SERIES CHANGES	$0
	400' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 376	$0	See Tab P-SERIES CHANGES	$0
6001PC	500' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 713	$0	See Tab P-SERIES CHANGES	$0
6002PE	600' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,067	$0	See Tab P-SERIES CHANGES	$0
6002PC	700' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE)	0	$ 1,420	$0	See Tab P-SERIES CHANGES	$0
	800' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE)	0	$ 1,772	$0	See Tab P-SERIES CHANGES	$0
	400' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 500	$0	See Tab P-SERIES CHANGES	$0
6001PD	500' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 887	$0	See Tab P-SERIES CHANGES	$0
6002PF	600' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,275	$0	See Tab P-SERIES CHANGES	$0
6002PD	700' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,662	$0	See Tab P-SERIES CHANGES	$0
	800' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 2,050	$0	See Tab P-SERIES CHANGES	$0
6000PA	400' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 2,533	$0	See Tab P-SERIES CHANGES	$0
6001PA	500' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 3,297	$0	See Tab P-SERIES CHANGES	$0
6002PA	600' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 4,167	$0	See Tab P-SERIES CHANGES	$0
6003PA	800' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 5,907	$0	See Tab P-SERIES CHANGES	$0
J6005A	ADDITIONAL HOSE FOOTAGE COUNTER -1 STD REAR	0	$ 454	$ -		$ -
J6005D	ACCU-COUNT/DIGITAL HOSE COUNTER/ ENGLISH OR METRIC	0	$ 2,928	$ -		$ -

J6011	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY	0	$ 1,176	$ -		$ -
J6012	LATERAL CLEANING KIT WITH 150' HOSE AND NOZZLE	0	$ 2,835	$ -		$ -
J6017	HYDRAULIC SHUT-OFF VALVES AT SUCTION, RETURN AND FILTER (3)	0	$ 1,422	$ -		$ -
J6018	NOZZLE STORAGE RACK	0	$ 155	$ -		$ -
J6022	HOSE REEL PAY IN/PAY OUT JOYSTICK	0	$ 768	$ -		$ -
	FRONT STATION AND CONTROLS		**LIST**	**EXT LIST**		**EXT NET**
J7005	LOCKABLE CONTROL BOX COVER	0	$ 155	$ -		$ -
	LIGHT ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
J8001	SPLIT ARROW TRAFFIC CONTROLLER TWO PIECE 10 LIGHTS - REAR ONLY	0	$ 1,279	$ -		$ -
J8001A	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - FRONT	0	$ 1,279	$ -		$ -
J8001B	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - REAR	0	$ 1,877	$ -		$ -
J8001C	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - FRONT	0	$ 1,876	$ -		$ -
J8001D	WHELEN DIRECTIONAL LARGE ARROW ONE PIECE 16 STROBE LIGHTS - REAR ONLY	0	$ 4,365	$ -		$ -
J8002	HAND LIGHT WITH BUMPER PLUG	0	$ 340	$ -		$ -
J8003	HAND LIGHT WITH RETRACTABLE REEL	0	$ 510	$ -		$ -
J8004	REVOLVING LIGHT MOUNTED - REAR ONLY	0	$ 639	$ -		$ -
J8004A	REVOLVING AMBER BEACON LIGHT - FRONT ONLY	0	$ 639	$ -		$ -
J8007	STROBE AMBER BEACON - FOR REAR ONLY	0	$ 892	$ -		$ -
J8007A	STROBE LIGHT MOUNTED - FRONT ONLY	0	$ 892	$ -		$ -
J8007C	STROBE LED AMBER LIGHT - FED SIG REAR MOUNTED ONLY	0	$ 995	$ -		$ -
J8008	BRACKETS AND WIRING - REAR (FOR STROBE OR REVOLVING LIGHT ONLY)	0	$ 397	$ -		$ -
J8008A	BRACKETS AND WIRING - FRONT (FOR STROBE OR REVOLVING LIGHT ONLY)	0	$ 397	$ -		$ -
J8009	WORK LIGHT AT HOSE REEL CONTROLS	0	$ 567	$ -		$ -
J8009A	WORK LIGHT AT HOSE REEL MANHOLE	0	$ 567	$ -		$ -
J8012	ADDITIONAL CONNECTOR FOR HAND LIGHT	0	$ 129	$ -		$ -
J8013	LIMB GUARD FOR REVOLVING OR STROBE LIGHT	0	$ 181	$ -		$ -
J8020	WHELEN DOT 3 LIGHTING SYSTEM FOUR STROBE LIGHT HEAD ASSEMBLY	0	$ 4,752	$ -		$ -
J8020A	WHELEN DOT 3 LIGHTING SYSTEM SIX STROBE LIGHT HEAD ASSEMBLY	0	$ 4,979	$ -		$ -
J8020C	VACTOR FOUR FLASHING LIGHT ASSEMBLY TWO PIECE EACH WITH (2) AMBER LIGHTS 7" DIA	0	$ 567	$ -		$ -
J8020E	FS DOT 3 - 6 LIGHT SYSTEM - FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES	0	$ 2,639	$ -		$ -
J8020F	FS DOT 3 - 4 LIGHT SYSTEM - (FED SIG/MIRROR MOUNT STROBES, 2 REAR MOUNTED, OVAL LED QUAD FLASH LIGHTS)	0	$ 2,093	$ -		$ -
J8020G	FS 6 LIGHT SYSTEM - ALL LED SYSTEM, 2 CAB GUARD STROBES, 2 REAR MOUNTED OVAL QUAD FLASH LIGHTS	0	$ 2,422	$ -		$ -
J8025	LED LIGHTS, CLEARANCE, STOP, TAIL & TURN	0	$ 603	$ -		$ -
J8025A	LED LIGHTS, CLEARANCE, BACK-UP, STOP, TAIL & TURN	0	$ 738	$ -		$ -
	CHASSIS ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
J9000	JETTER MANUAL - FULL PRINTED VERSION	0	$ 155	$ -	See Tab P-SERIES CHANGES	$ -
J9000A	ADDITIONAL JETTER MANUAL - CD VERSION	0	$ 155	$ -		$ -
J9001	ZIEBART CORROSION PROTECTION	0	$ 1,407	$ -		$ -
9001A	**ROAD SALT PROTECTION** - A PROTECTIVE COATING/KATS UL5000 A water based synthetic acrylic copolymer coating sprayed on the exterior of the machine for protection against the elements during transit. Requires a water based KATS UL8000 (Supplied by Vactor) to remove the coating.	0	$330	$ -	See Tab P-SERIES CHANGES	$ -
J9002	TOW HOOKS/FRONT	0	$ 336	$ -		$ -
J9002A	TOW HOOKS/REAR	0	$ 233	$ -		$ -
J9011	PINTLE HITCH ASSEMBLY (SPECIFY HEIGHT REQUIRED)	0	$ 1,108	$ -		$ -

NOTE: CHASSIS CONFIGURATION MAY HINDER TOOL BOX SIZE CONSULT FACTORY			LIST	EXT LIST	EXT NET
J9012A	24 X 18 X 18 ALUMINUM TOOL BOX	0	$ 773	$ -	$ -
J9013A	36 X 12 X 12 ALUMINUM TOOL BOX *(MAXIMUM 1 PER TRUCK)*	0	$ 784	$ -	$ -
J9014C	48 X 18 X 18 ALUMINUM TOOL BOX *(IN LIEU OF STANDARD)*	0	$ 892	$ -	$ -
J9019	DELIVERY TO DEALER (INSERT LIST PRICE)	1	$ -	$ -	$ -
9021	CAMERA SYSTEM, REAR CAMERA ONLY	0	$ 1,566	$ -	$ -
9021A	CAMERA SYSTEM, FRONT & REAR CAMERA	0	$ 2,139	$ -	$ -
9021B	CAMERA SYSTEM, FRONT, REAR, & BOTH SIDES	0	$ 2,669	$ -	$ -
	PAINT	1	LIST	EXT LIST	EXT NET
***	MATCH CAB - YES OR NO	1			
P110STD	MODULE - DUPONT (WET-ON-WET)	0	STD	STD	STD
***	ENTER COLOR AND PAINT CODE				
P111	MODULE - CENTARI (PRIMER BASE)	0	$ 1,422	$ -	$ -
***	ENTER COLOR AND PAINT CODE				
P112	MODULE - IMRON (PRIMER BASE)	0	$ 1,876	$ -	$ -
***	ENTER COLOR AND PAINT CODE				
P113	MODULE STRIPE - SINGLE	0	$ 2,051	$ -	$ -
***	ENTER COLOR AND PAINT CODE				
P114	MODULE STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 2,489	$ -	$ -
***	ENTER COLOR AND PAINT CODE				
P115	REAR DOOR STRIPE - PAINTED	0	$ 1,026	$ -	$ -
***	ENTER COLOR AND PAINT CODE				
P116	REAR DOOR STRIPE - REFLECTIVE TAPE (CHEVRON)	0	$ 654	$ -	$ -
**	ENTER COLOR				
P118	CAB PAINT - CENTARI	0	$ 3,737	$ -	$ -
***	ENTER COLOR AND PAINT CODE				
P119	CAB PAINT- IMRON	0	$ 4,159	$ -	$ -
***	ENTER COLOR AND PAINT CODE				
P120	CAB STRIPE - SINGLE	0	$ 1,324	$ -	$ -
**	ENTER COLOR				
P121	CAB STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 1,463	$ -	$ -
**	ENTER COLOR				
ITEM #	SPECIAL OPTIONS/INSERT DESCRIPTIONS	1	INSERT LIST PRICE	EXT LIST	EXT NET
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
		1	$ -	$ -	$ -
	SPARE PARTS/ACCESSORIES	1	LIST	EXT LIST	EXT NET
S001	1" - 15 DEGREE SAND NOZZLE (6 REAR TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -	$ -
S010	1" - 30 DEGREE PENETRATOR NOZZLE (6 REARWARD, 1 FORWARD TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -	$ -
S020	1" - 15 DEGREE PENETRATOR NOZZLE (6 REARWARD, 1 FORWARD TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -	$ -
S030	3" DIA. GEN. PURPOSE NOZZLE (6 REAR REPLACEABLE NOZZLES)	0	$ 275	$ -	$ -
S040	#10 STORM NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 260	$ -	$ -
S050	6" DIA. NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 1,185	$ -	$ -
S060	8" DIA. NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 1,850	$ -	$ -
S070	CULVERT NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 940	$ -	$ -
S080	1" - 15 DEGREE PROBE NOZZLE (5 REAR JETS)	0	$ 160	$ -	$ -
S120	1" - 30 DEGREE LATERAL KIT NOZZLE (NON-TUNGSTEN CARBIDE)	0	$ 170	$ -	$ -
S160	1" - 30 DEGREE SANITARY NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -	$ -
S170	1" - 15 DEGREE SANITARY NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -	$ -

S180	1" - 30 DEGREE SAND NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S190	ADDITIONAL 1/2" HANDGUN HOSE/PER FOOT COST	0	$ 4	$ -		$ -
S200	ADDITIONAL 1" LEADER HOSE/PER FOOT COST	0	$ 7	$ -		$ -
S210	BASIN RETRIEVER (HANDI-CLAM)	0	$ 335	$ -		$ -
S220	BASIN SHOVEL	0	$ 410	$ -		$ -
S230	BASIN SPOON	0	$ 410	$ -		$ -
S240	OFFSET MANHOLE ROLLER	0	$ 410	$ -		$ -
S250	ROOT CUTTER KIT (DOES NOT INCLUDE SAWS)	0	$ 2,470	$ -		$ -
S260	6" SPIRAL SAW FOR ROOT CUTTER	0	$ 160	$ -		$ -
S270	8" SPIRAL SAW FOR ROOT CUTTER	0	$ 185	$ -		$ -
S280	10" SPIRAL SAW FOR ROOT CUTTER	0	$ 185	$ -		$ -
S290	12" SPIRAL SAW FOR ROOT CUTTER	0	$ 235	$ -		$ -
S300	15" SPIRAL SAW FOR ROOT CUTTER	0	$ 260	$ -		$ -
S310	NOZZLE PIPE FOR STD 1" NOZZLE	0	$ 110	$ -		$ -
S320	NOZZLE PIPE FOR #10 NOZZLE	0	$ 135	$ -		$ -
S340	LID LIFTER HOOK	0	$ 80	$ -		$ -
S460	ADDITIONAL HANDGUN ASSEMBLY WITH HOSE	0	$ 325	$ -		$ -
S480	ADDITIONAL 2 1/2" WATER FILL HOSE/PER FOOT COST	0	$ 6	$ -		$ -
S490	ADDITIONAL 2" WATER SCREEN	0	$ 50	$ -		$ -
S500	ADDITIONAL 3" WATER SCREEN	0	$ 55	$ -		$ -
	1" MANUAL MENDER KIT - PIRANHA HOSE (INCLUDES MACHINE, DIES, PUSHER)	0	$ 856	$ -	See Tab P-SERIES CHANGES	$ -
S510	1" MANUAL MENDER KIT - AEROQUIP HOSE (INCLUDES MACHINE, DIES, PUSHER)	0	$ 1,365	$ -		$ -
S530	FLEXIBLE HOSE GUIDE	0	$ 160	$ -		$ -
S550	HYDRANT WRENCH	0	$ 75	$ -		$ -
S560	EMERGENCY FLARE KIT	0	$ 75	$ -		$ -
S590	5# FIRE EXTINGUISHER	0	$ 135	$ -		$ -
	TOTAL OPTIONS LIST	1		$ -		$ -
	PRICING SUMMARY	1		EXT LIST		EXT NET
	BASE MODULE AND MOUNTING CHARGE	1		$ -		$ -
	OPTIONS	1		$ -		$ -
	MODULE/MOUNTING CHARGE, OPTIONS, SPARE PARTS	1	ENTER LIST DISCOUNT	$ -		$ -
	DISCOUNT/ENTER DOLLAR AMOUNT	1	$ -	$ -		$ -
CONSULT FACTORY FOR STOCK CHASSIS		1	ENTER LIST CHASSIS PRICE	EXT LIST		EXT NET
ITEM #		1	$ -	$ -		$ -
MAKE		1				
MODEL		1				
LIST PRICE OF MODULE, OPTIONS AND CHASSIS LESS DISCOUNT		1				
ENTER NON-STOCK CHASSIS INFORMATION BELOW		1				
MAKE		1				
MODEL		1				
		1				
	CUSTOMER SUPPLIED CHASSIS MODIFICATION CHARGE *(APPLIES WHEN CUSTOMER SUPPLIED CHASSIS DOES NOT MEET MINIMUM SPECIFICATION)*	0	$ 2,293	$ -	See Tab P-SERIES CHANGES	$ -
ENTER SPECIAL INSTRUCTIONS BELOW		1				
		1				
		1				
		1				
		1				
		1				
		1				
		1				
		1				
		1				
		1		EXT LIST		TOTAL NET
				$ -		$ -

2011 RAMJET LIST PRICE WORKSHEET - NJPA Pricing

V-SERIES

EFFECTIVE 08-24-2011

ALL INFORMATION MUST BE FILLED IN OR ORDER WILL NOT BE ACCEPTED

Vactor requires a complete chassis specification with data codes from selling dealer before an order will be accepted, unless you are purchasing a Vactor stock chassis.

PURCHASE ORDER SUMMARY

ENTER DATA IN YELLOW CELLS

Date	
Dealer PO#	
Model	
Requested Delivery Date	
	> > > > M.S.O. INFORMATION < < < <
Assign To	
Address	
City	
State	
Zip	
FedEx To	
Address	
City	
State	
Zip	
Attention	

Financed by Dealer:
- Yes
- No

ALL NON-EXEMPT CUSTOMERS MUST PAY F.E.T.

ANY VEHICLE UNDER 33,000 LB GVWR IS NOT SUBJECT TO F.E.T.

Dealer	
Address	
City/State/Zip	
Terms:	
Customer	
Address	
City	
State	
Zip	
Contact	
Phone	
Fax	

Delivery Instructions:
You Must Choose One
- Vactor Delivery
- Customer Pick-Up

ENTER DATA IN YELLOW CELLS ONLY

V-SERIES RAMJET
WITH FIXED REAR HOSE REEL & VACTOR WATER PUMP
(MODULE PRICE INCLUDES MANDATORY MOUNTING CHARGE)

CODE	V-SERIES RAMJET - SHROUDED	QTY	LIST	EXT LIST	EXT NET
V6015S	1500 GALLON WATER TANK 60 GPM/2000 PSI VACTOR WATER PUMP	0	$ 89,154	$ -	$ -
V6020S	2000 GALLON WATER TANK 60 GPM/2000 PSI VACTOR WATER PUMP *(Requires tandem axle)*	0	$ 93,185	$ -	$ -
V8015S	1500 GALLON WATER TANK 80 GPM/2000 PSI VACTOR WATER PUMP	0	$ 89,154	$ -	$ -
V8020S	2000 GALLON WATER TANK 80 GPM/2000 PSI VACTOR WATER PUMP *(Requires tandem axle)*	0	$ 93,185	$ -	$ -
CODE	V-SERIES RAMJET UNSHROUDED		LIST	EXT LIST	EXT NET
V6015U	1500 GALLON WATER TANK 60 GPM/2000 PSI VACTOR WATER PUMP	0	$ 81,246	$ -	$ -
V6020U	2000 GALLON WATER TANK 60 GPM/2000 PSI VACTOR WATER PUMP *(Requires tandem axle)*	0	$ 85,277	$ -	$ -
V8015U	1500 GALLON WATER TANK 80 GPM/2000 PSI VACTOR WATER PUMP	0	$ 81,246	$ -	$ -
V8020U	2000 GALLON WATER TANK 80 GPM/2000 PSI VACTOR WATER PUMP *(Requires tandem axle)*	0	$ 85,277	$ -	$ -

	TOTAL MODULE (INCLUDES MOUNTING CHARGE)	1		$ -	See Tab V-SERIES CHANGES	$ -
	STANDARDS INCLUDED:		LIST	EXT LIST		EXT NET
001STDJ	24" MAN WAY	1		STD		STD
005STDJ	2.5" X 25' FILL HOSE	1		STD		STD
010STDJ	2" GATE VALVE DRAIN	1		STD		STD
015STDJ	304 STAINLESS STEEL TANK W/BAFFLES	1		STD		STD
J2025STD	NON-SKID MATERIAL ON TOP	1		STD		STD
025STDJ	800' CAPACITY FIXED HOSE REEL - REAR MOUNTED	1		STD	See Tab V-SERIES CHANGES	STD
027STDJ	400' X 1" PIRANHA SEWER HOSE	1		STD		STD
030STDJ	AUTO REWIND FOR SEWER HOSE	1		STD		STD
035STDJ	1" X 10" LEADER HOSE	1		STD		STD
040STDJ	MANUAL HOSE WIND GUIDE	1		STD		STD
045STDJ	TWO NOZZLES-15 DEG PENETRATOR/30 DEG SANITARY	1		STD		STD
050STDJ	FLEXIBLE HOSE GUIDE	1		STD		STD
055STDJ	1" NOZZLE PIPE	1		STD		STD
060STDJ	HYDRANT WRENCH	1		STD		STD
065STDJ	HANDGUN WITH 35' X 1/2" HOSE AND CONNECTOR	1		STD		STD
070STDJ	TACHOMETER WITH HOUR METER	1		STD		STD
075STDJ	WATER PRESSURE GAUGE	1		STD		STD
080STDJ	LOW WATER WARNING LIGHT	1		STD		STD
090STDJ	SHROUDED ENCLOSURE OR UNSHROUDED	1		STD		STD
095STDJ	TOOL TRAYS LEFT AND RIGHT SIDE	1		STD		STD
0100STDJ	36 X 18 X 18 ALUMINUM, TOOL BOX CURBSIDE	1		STD		STD
0105STDJ	ACCESS LADDER TO TOP OF TANK	1		STD		STD
115STDJ	NEMA 4 LIGHTING SYSTEM	1		STD		STD
120STDJ	MUD FLAPS	1		STD		STD
125STDJ	REAR BUMPER	1		STD		STD
140STDJ	VACTOR HYDRAULIC DRIVEN WATER PUMP	1		STD		STD
148STDJ	3" Y-STRAINER AT WATER PUMP	1		STD		STD
150STDJ	HYDRAULIC OIL SIGHT GAUGE	1		STD		STD
151STDJ	ELECTRIC BACK-UP ALARM	1		STD		STD
155STDJ	RODDER PUMP DRAIN VALVES	1		STD		STD
J8000STD	CIRCUIT BREAKERS IN LIEU OF FUSES	1		STD		STD
J9000STD	1+1 JETTER MANUAL - PARTIAL MANUAL AND CD VERSION	1		STD		STD
P110STD	MODULE - DUPONT (WET-ON-WET)	1		STD		STD
J2010STD	3" DRAIN VALVE AT WATER PUMP	1		STD		STD
	WATER TANK ACCESSORIES		LIST	EXT LIST		EXT NET
J2000	DUAL WATER FILL SYSTEM	0	$ 681	$ -		$ -
J2001	LOW WATER ALARM WITH LIGHT	0	$ 480	$ -		$ -
J2003	LAVAL WATER SEPARATOR (CENTRIFUGAL SEPARATOR AT WATER TANK FILL)	0	$ 1,618	$ -		$ -
J2004	CONTINUOUS FILL SYSTEM AT WATER TANK INLET	0	$ 1,618	$ -		$ -
J2006	AIR PURGE SYSTEM FOR VACTOR PUMP/CHASSIS MUST HAVE AIR COMPRESSOR	0	$ 1,181	$ -		$ -
J2011	3" Y-STRAINER @ WATER FILL	0	$ 397	$ -		$ -
J2011A	2" Y-STRAINER @ WATER FILL	0	$ 547	$ -		$ -
J2403	SHROUD HEATER PACKAGE FOR VACTOR PUMP	0	$ 5,551	$ -		$ -
	HIGH PRESSURE WATER PUMP		LIST	EXT LIST		EXT NET
J5005	DANA GEAR BOX WITH P.T.O. - FOR MT SERIES AUTOMATIC AND TRANSMISSIONS WITHOUT AN 8-BOLT PTO WINDOW	0	$ 8,241	$ -		$ -
J5008	12 GPM COLD WEATHER RECIRCULATION SYSTEM--CHASSIS W/MD OR HD TRANSMISSION. SYSTEM DRIVEN FROM AUTOMATIC TRANSMISSION	0	$ 2,010	$ -		$ -
J5008B	UPGRADE TO EXTREME COLD WEATHER RECIRCULATION SYSTEM – 20 GPM-THIS IS UPGRADE FROM 12 GPM SYSTEMS (ADD TO RECIRCULATOR SELECTION)	0	$ 645	$ -		$ -
J5009A	12 GPM COLD WEATHER RECIRCULATION SYSTEM -THIS OPTION AVAILABLE FOR ALL MACHINES WITH MANUAL TRANSMISSION. REQUIRES FRONT CRANKSHAFT DRIVE PROVISION. CHASSIS MUST BE ORDERED WITH FRONT CRANK PROVISION. (Note All chassis are not available with front crank)	0	$ 4,036	$ -		$ -
J5010	ACCUMULATOR SYSTEM FOR WATER SYSTEM	0	$ 2,515	$ -		$ -
J5012	MULTI-FLOW SYSTEM WITH NOZZLE STORAGE RACK - 3 ADDITIONAL NOZZLES WITH 80 GPM SYSTEM & 2 ADDITIONAL NOZZLES WITH 60 GPM SYSTEM	0	$ 5,108	$ -		$ -
J5014	WATER RELIEF VALVE - 1" - FOR VACTOR WATER PUMP	0	$ 1,176	$ -		$ -

J5015	FRONT AND REAR HANDGUN COUPLERS	0	$ 480	$ -		$ -
J5018	HANDGUN VALVE AT FRONT	0	$ 253	$ -		$ -
J5020	ACCUMULATOR VALVE AT FRONT	0	$ 253	$ -		$ -
J5022	HYDRAULICS DRIVEN FROM CHASSIS ENGINE TO OPERATE WATER PUMP (FEPTO-Drive must be supplied by chassis dealer)	0	$ 2,634	$ -		$ -
	HOSE REEL ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
J025A	180 DEGREE ROTATING HOSE REEL-800' CAPACITY (IN LIEU OF STANDARD FIXED REEL) *UNSHROUDED MODELS ONLY*	0	$ 2,806	$ -	See Tab V-SERIES CHANGES	$ -
6000PB	400' X 1" PIRANHA SEWER HOSE/2500 PSI	0	STD	STD	See Tab V-SERIES CHANGES	STD
6001PB	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 262	$ -	See Tab V-SERIES CHANGES	$ -
6002PB	600' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 525	$ -	See Tab V-SERIES CHANGES	$ -
	700' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 787	$ -	See Tab V-SERIES CHANGES	$ -
6003PC	800' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,050	$ -	See Tab V-SERIES CHANGES	$ -
	400' X 1" AEROQUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 75	$ -	See Tab V-SERIES CHANGES	$ -
6001P	500' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 356	$ -	See Tab V-SERIES CHANGES	$ -
6002P	600' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 637	$ -	See Tab V-SERIES CHANGES	$ -
6003P	800' X 1" AERO-QUIP SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,200	$ -	See Tab V-SERIES CHANGES	$ -
	400' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 376	$ -	See Tab V-SERIES CHANGES	$ -
6001PC	500' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 713	$ -	See Tab V-SERIES CHANGES	$ -
6002PE	600' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,067	$ -	See Tab V-SERIES CHANGES	$ -
6002PC	700' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE)	0	$ 1,420	$ -	See Tab V-SERIES CHANGES	$ -
	800' X 1" PIRANHA ARMOR BELT SEWER HOSE/2500 PSI (IN LIEU OF STD HOSE)	0	$ 1,772	$ -	See Tab V-SERIES CHANGES	$ -
	400' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 500	$ -	See Tab V-SERIES CHANGES	$ -
6001PD	500' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 887	$ -	See Tab V-SERIES CHANGES	$ -
6002PF	600' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,275	$ -	See Tab V-SERIES CHANGES	$ -
6002PD	700' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 1,662	$ -	See Tab V-SERIES CHANGES	$ -
	800' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE/2500 PSI (IN LIEU OF STD)	0	$ 2,050	$ -	See Tab V-SERIES CHANGES	$ -
6000PA	400' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 2,533	$ -	See Tab V-SERIES CHANGES	$ -

6001PA	500' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 3,297	$ -	See Tab V-SERIES CHANGES	$ -
6002PA	600' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 4,167	$ -	See Tab V-SERIES CHANGES	$ -
6003PA	800' X 1" SHARK SEWER HOSE/3000 PSI (IN LIEU OF STD) *REQUIRES 80 GPM WATER SYSTEM*	0	$ 5,907	$ -	See Tab V-SERIES CHANGES	$ -
J6005A	ADDITIONAL HOSE FOOTAGE COUNTER -1 STD REAR	0	$ 454	$ -		$ -
J6005D	ACCU-COUNT/DIGITAL HOSE COUNTER/ ENGLISH OR METRIC	0	$ 2,928	$ -		$ -
J6011	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY	0	$ 1,176	$ -		$ -
J6012	LATERAL CLEANING KIT WITH 150' HOSE AND NOZZLE	0	$ 2,835	$ -		$ -
J6017	HYDRAULIC SHUT-OFF VALVES AT SUCTION, RETURN AND FILTER LINE (3)	0	$ 1,422	$ -		$ -
J6018	NOZZLE STORAGE RACK (STANDARD W/MULTI-FLOW SYSTEM)	0	$ 155	$ -		$ -
J6022	HOSE REEL PAY IN/PAY OUT JOYSTICK	0	$ 768	$ -		$ -
	FRONT STATION AND CONTROLS		**LIST**	**EXT LIST**		**EXT NET**
J7005	LOCKABLE CONTROL BOX COVER	0	$ 155	$ -		$ -
	LIGHT ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
J8001	SPLIT ARROW TRAFFIC CONTROLLER TWO PIECE 10 LIGHTS - REAR ONLY	0	$ 1,279	$ -		$ -
J8001A	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - FRONT	0	$ 1,279	$ -		$ -
J8001B	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - REAR	0	$ 1,877	$ -		$ -
J8001C	SIGNAL-MASTER DIRECTIONAL ARROW STICK ONE PIECE 8 LED LIGHTS - FRONT	0	$ 1,876	$ -		$ -
J8001D	WHELEN DIRECTIONAL LARGE ARROW ONE PIECE 16 STROBE LIGHTS - REAR ONLY	0	$ 4,365	$ -		$ -
J8002	HAND LIGHT WITH BUMPER PLUG	0	$ 340	$ -		$ -
J8003	HAND LIGHT WITH RETRACTABLE REEL	0	$ 510	$ -		$ -
J8004	REVOLVING LIGHT MOUNTED - REAR ONLY	0	$ 639	$ -		$ -
J8004A	REVOLVING AMBER BEACON LIGHT - FRONT ONLY ON CAB GUARD	0	$ 639	$ -		$ -
J8007	STROBE AMBER BEACON - FOR REAR ONLY	0	$ 892	$ -		$ -
J8007A	STROBE LIGHT MOUNTED FRONT ONLY - CAB GUARD	0	$ 892	$ -		$ -
J8007C	STROBE LED AMBER LIGHT - FED SIG REAR MOUNTED ONLY	0	$ 995	$ -		$ -
J8008	BRACKETS AND WIRING - REAR (FOR STROBE OR REVOLVING LIGHT ONLY)	0	$ 397	$ -		$ -
J8008A	BRACKETS AND WIRING - FRONT (FOR STROBE OR REVOLVING LIGHT ONLY)	0	$ 397	$ -		$ -
J8009	WORK LIGHT AT HOSE REEL CONTROLS	0	$ 567	$ -		$ -
J8009A	WORK LIGHT AT HOSE REEL MANHOLE	0	$ 567	$ -		$ -
J8012	ADDITIONAL CONNECTOR FOR HAND LIGHT	0	$ 129	$ -		$ -
J8013	LIMB GUARD FOR REVOLVING OR STROBE LIGHT	0	$ 181	$ -		$ -
J8020	WHELEN DOT 3 LIGHTING SYSTEM FOUR STROBE LIGHT HEAD ASSEMBLY	0	$ 4,752	$ -		$ -
J8020A	WHELEN DOT 3 LIGHTING SYSTEM SIX STROBE LIGHT HEAD ASSEMBLY	0	$ 4,979	$ -		$ -
J8020C	VACTOR FOUR FLASHING LIGHT ASSEMBLY TWO PIECE EACH WITH (2) AMBER LIGHTS 7" DIA	0	$ 567	$ -		$ -
J8020E	FS DOT 3 - 6 LIGHT SYSTEM - FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES	0	$ 2,639	$ -		$ -
J8020F	FS DOT 3 - 4 LIGHT SYSTEM - (FED SIG/MIRROR MOUNT STROBES, 2 REAR MOUNTED, OVAL LED QUAD FLASH LIGHTS)	0	$ 2,093	$ -		$ -
J8020G	FS 6 LIGHT SYSTEM - ALL LED SYSTEM, 2 CAB GUARD STROBES, 2 REAR MOUNTED OVAL QUAD FLASH LIGHTS	0	$ 2,422	$ -		$ -
J8025	LED LIGHTS, CLEARANCE, STOP, TAIL & TURN	0	$ 603	$ -		$ -
J8025A	LED LIGHTS, CLEARANCE, BACK-UP, STOP, TAIL & TURN	0	$ 738	$ -		$ -
	CHASSIS ACCESSORIES		**LIST**	**EXT LIST**		**EXT NET**
J9000	JETTER MANUAL - FULL PRINTED VERSION	0	$ 155	$ -	See Tab V-SERIES CHANGES	$ -
J9000A	ADDITIONAL JETTER MANUAL - CD VERSION	0	$ 155	$ -		$ -

J9001	ZIEBART CORROSION PROTECTION	0	$ 1,407	$ -		$ -
9001A	**ROAD SALT PROTECTION** - A PROTECTIVE COATING/KATS UL5000 A water based synthetic acrylic copolymer coating sprayed on the exterior of the machine for protection against the elements during transit. Requires a water based KATS UL8000 (Supplied by Vactor) to remove the coating.	0	$330	$ -	See Tab V-SERIES CHANGES	$ -
J9002	TOW HOOKS/FRONT	0	$ 336	$ -		$ -
J9002A	TOW HOOKS/REAR	0	$ 233	$ -		$ -
J9011	PINTLE HITCH ASSEMBLY (SPECIFY HEIGHT REQUIRED)	0	$ 1,108	$ -		$ -
46849KN	70 X 20 X 20 ALUMINUM TOOL BOX EACH	0	$ 2,433	$ -		$ -
J9012A	24 X 18 X 18 ALUMINUM TOOL BOX EACH	0	$ 773	$ -		$ -
J9014A	36 X 18 X 18 ALUMINUM, TOOL BOX STREETSIDE	0	$ 856	$ -		$ -
J9014C	48 X 18 X 18 ALUMINUM TOOL BOX *(IN LIEU OF STANDARD)*	0	$ 892	$ -		$ -
J9016A	96 X 30 X 16 ALUMINUM FULL WIDTH TOOL BOX (REQUIRES ADDITIONAL 18" CA)	0	$ 2,263	$ -		$ -
J9019	DELIVERY TO DEALER (INSERT LIST PRICE)	1	$ -	$ -		$ -
9021	CAMERA SYSTEM, REAR CAMERA ONLY	0	$ 1,566	$ -		$ -
9021A	CAMERA SYSTEM, FRONT & REAR CAMERA	0	$ 2,139	$ -		$ -
9021B	CAMERA SYSTEM, FRONT, REAR, & BOTH SIDES	0	$ 2,669	$ -		$ -
	PAINT	1	LIST	EXT LIST		EXT NET
***	MATCH CAB - YES OR NO	1				
P110STD	MODULE - DUPONT (WET-ON-WET)	0	STD	STD		STD
***	ENTER COLOR AND PAINT CODE					
P111	MODULE - CENTARI (PRIMER BASE)	0	$ 1,422	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P112	MODULE - IMRON (PRIMER BASE)	0	$ 1,876	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P113	MODULE STRIPE - SINGLE	0	$ 2,051	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P114	MODULE STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 2,489	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P115	REAR DOOR STRIPE - PAINTED	0	$ 1,026	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P116	REAR DOOR STRIPE - REFLECTIVE TAPE (CHEVRON)	0	$ 654	$ -		$ -
**	ENTER COLOR					
P118	CAB PAINT - CENTARI	0	$ 3,737	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P119	CAB PAINT- IMRON	0	$ 4,159	$ -		$ -
***	ENTER COLOR AND PAINT CODE					
P120	CAB STRIPE - SINGLE	0	$ 1,324	$ -		$ -
**	ENTER COLOR					
P121	CAB STRIPE - MULTIPLE (3 MAXIMUM)	0	$ 1,463	$ -		$ -
**	ENTER COLOR					
ITEM #	SPECIAL OPTIONS/INSERT DESCRIPTIONS	1	INSERT LIST PRICE	EXT LIST		EXT NET
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
		1	$ -	$ -		$ -
	SPARE PARTS/ACCESSORIES	1	LIST	EXT LIST		EXT NET
S001	1" - 15 DEGREE SAND NOZZLE (6 REAR TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S010	1" - 30 DEGREE PENETRATOR NOZZLE (6 REARWARD, 1 FORWARD TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S020	1" - 15 DEGREE PENETRATOR NOZZLE (6 REARWARD, 1 FORWARD TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S030	3" DIA. GEN. PURPOSE NOZZLE (6 REAR REPLACEABLE NOZZLES)	0	$ 275	$ -		$ -
S040	#10 STORM NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 260	$ -		$ -
S050	6" DIA. NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 1,185	$ -		$ -
S060	8" DIA. NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 1,850	$ -		$ -
S070	CULVERT NOZZLE (8 REAR REPLACEABLE NOZZLES)	0	$ 940	$ -		$ -
S080	1" - 15 DEGREE PROBE NOZZLE (5 REAR JETS)	0	$ 160	$ -		$ -

S120	1" - 30 DEGREE LATERAL KIT NOZZLE (NON-TUNGSTEN CARBIDE)	0	$ 170	$ -		$ -
S160	1" - 30 DEGREE SANITARY NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S170	1" - 15 DEGREE SANITARY NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S180	1" - 30 DEGREE SAND NOZZLE (6 REAR, TUNGSTEN CARBIDE INSERTS)	0	$ 160	$ -		$ -
S190	ADDITIONAL 1/2" HANDGUN HOSE/PER FOOT COST	0	$ 4	$ -		$ -
S200	ADDITIONAL 1" LEADER HOSE/PER FOOT COST	0	$ 7	$ -		$ -
S210	BASIN RETRIEVER (HANDI-CLAM)	0	$ 335	$ -		$ -
S220	BASIN SHOVEL	0	$ 410	$ -		$ -
S230	BASIN SPOON	0	$ 410	$ -		$ -
S240	OFFSET MANHOLE ROLLER	0	$ 410	$ -		$ -
S250	ROOT CUTTER KIT (DOES NOT INCLUDE SAWS)	0	$ 2,470	$ -		$ -
S260	6" SPIRAL SAW FOR ROOT CUTTER	0	$ 160	$ -		$ -
S270	8" SPIRAL SAW FOR ROOT CUTTER	0	$ 185	$ -		$ -
S280	10" SPIRAL SAW FOR ROOT CUTTER	0	$ 185	$ -		$ -
S290	12" SPIRAL SAW FOR ROOT CUTTER	0	$ 235	$ -		$ -
S300	15" SPIRAL SAW FOR ROOT CUTTER	0	$ 260	$ -		$ -
S310	NOZZLE PIPE FOR STD 1" NOZZLE	0	$ 110	$ -		$ -
S320	NOZZLE PIPE FOR #10 NOZZLE	0	$ 135	$ -		$ -
S340	LID LIFTER HOOK	0	$ 80	$ -		$ -
S460	ADDITIONAL HANDGUN ASSEMBLY WITH HOSE	0	$ 325	$ -		$ -
S480	ADDITIONAL 2 1/2" WATER FILL HOSE/PER FOOT COST	0	$ 6	$ -		$ -
S490	ADDITIONAL 2" WATER SCREEN	0	$ 50	$ -		$ -
S500	ADDITIONAL 3" WATER SCREEN	0	$ 55	$ -		$ -
	1" MANUAL MENDER KIT - PIRANHA HOSE (INCLUDES MACHINE, DIES, PUSHER)	0	$ 856	$ -	See Tab V-SERIES CHANGES	$ -
S510	1" MANUAL MENDER KIT - AEROQUIP HOSE (INCLUDES MACHINE, DIES, PUSHER)	0	$ 1,365	$ -		$ -
S530	FLEXIBLE HOSE GUIDE	0	$ 160	$ -		$ -
S550	HYDRANT WRENCH	0	$ 75	$ -		$ -
S560	EMERGENCY FLARE KIT	0	$ 75	$ -		$ -
S590	5# FIRE EXTINGUISHER	0	$ 135	$ -		$ -
	TOTAL OPTIONS LIST			$ -		$ -
	PRICING SUMMARY			EXT LIST		EXT NET
	BASE MODULE AND MOUNTING CHARGE			$ -		$ -
	OPTIONS			$ -		$ -
	MODULE/MOUNTING CHARGE, OPTIONS, SPARE PARTS		ENTER LIST DISCOUNT	$ -		$ -
	DISCOUNT/ENTER DOLLAR AMOUNT		$ -	$ -		$ -
CONSULT FACTORY FOR STOCK CHASSIS			ENTER LIST CHASSIS PRICE	EXT LIST		EXT NET
ITEM #			$ -	$ -		$ -
MAKE						
MODEL						
LIST PRICE OF MODULE, OPTIONS AND CHASSIS LESS DISCOUNT						
ENTER NON-STOCK CHASSIS INFORMATION BELOW						
MAKE						
MODEL						
	CUSTOMER SUPPLIED CHASSIS MODIFICATION CHARGE *(APPLIES WHEN CUSTOMER SUPPLIED CHASSIS DOES NOT MEET MINIMUM SPECIFICATION)*	0	$ 2,293	$ -	See Tab V-SERIES CHANGES	$ -
ENTER SPECIAL INSTRUCTIONS BELOW						
				EXT LIST		TOTAL NET
				$ -		$ -

NJPA PRICING - EFFECTIVE 9-23-11

HXX PD 2011	Customer Information		Date:	
Company			Delivery Requirement:	
	Billing Address:			
Address			Terms:	
City			Customer P.O. Number:	
State				
Zip				
	Shipping Address:		Financing Information:	
Address				
City			Deposit Amount	$ -
State				
Zip			Delivery Instructions: Must Pick One	
Contact			Vactor/Guzzler Delivery	
Phone Number			Customer Pickup	
Fax Number			FET Criteria	
Federal Tax I.D.	*Required from New Customers Only !*		Direct Customer - United States	

HXX PD STANDARD EQUIPMENT

Code	Description	QTY	List	Ext. List
	Hydro-Excavator PD Standard Modules *(Includes Mandatory Mounting Charge)*			
	12 Cubic yard capacity debris body with Hibon 8702 Tri-Lobe Blower (28" Hg) 5150 CFM @ Max. Speed 2000 RPM *(Requires Tandem Axle Chassis WITH Pusher Axle)*	0	$227,843	$0
	15 Cubic yard capacity debris body with Hibon 8702 Tri-Lobe Blower (28" Hg) 5150 CFM @ Max. Speed 2000 RPM *(Requires Tridem Axle Chassis)*	0	$233,398	$0
	12 Cubic yard capacity debris body with Roots 824 RCS Bi-Lobe Blower (18" Hg) 3650 CFM @ Max. Speed 2250 RPM *(Requires Tandem Axle Chassis - WITHOUT Pusher Axle)*	0	$215,043	$0
	Debris Body			
	12 Cubic yard volumetric debris body			
	Cylindrical design, 1/4" abrasion & corrosion resistant Ex-Ten steel			
	Flat style, 3/4 rear door, hinged at top w/replaceable neoprene seal			
	Vibrator mounting bracket only			
	Hydraulic rear door locking system with door grabber			
	Hydraulic rear door open & close system			
	6" Knife valve with 10' drain hose, cam-loc connector			
	8" Inspection port, Top mounted with ladder for easy access			
	Rear door support for operator safety			
	Front mounted hydraulic dump cylinder, 50 degree dump angle, power up/power down			
	Water Tanks			
	1200 Gallon capacity insulted, structural foam & polyethylene water tank			
	Water tank separate from debris tank			
	Includes anti-siphon device & anti-splash valve with 25' water fill hose and connectors			
	Water level sight gauge, Mark-V electronic low water warning system			
	5 Year warranty against leaks			
	Water System			
	Water system rating is 10 gpm @ 2500 psi			
	Hydraulic operated Tri-plex piston water pump			
	Water pump on/off located on wireless control and control box			
	Variable pressure and flow achieved by electronic-over-hydraulic controls at operators station			
	Handgun hose 3/8" x 75' with operating pressure of 3500 psi and burst pressure of 14,500 psi, located in a cabinet.			
	Vacuum System			
	Ultra Quiet Inlet and Outlet Silencers Acoustically Matched to Blower			
	Direct Drive Omsi Transfer Case			
	Dual Cyclonic Separators with 14" clean out door			
	Microstrainer Final Filter with 3" Camlock drain			
	8" Vacuum relief located in the inlet of debris tank to allow operator to vent to atmosphere. Wireless and or hand control operated.			
	Multi-Function Wireless Remote includes: complete boom control, E-Stop, Throttle Up/Down, Pump On/Off, Pump Multi-Flow Up/Down, Vacuum Enable/Disable, and Vacuum Enhance (optional).			
	Control Panel (Located Passengers Side)			
	Located inside an aluminum box for protection			
	Vansco-Electronic Package includes: chassis tachometer, blower tachometer, operating mode, PTO mode, hydraulic oil temp indication, water temp indication, and blower temp indication. E-Stops will open vacuum relief, throttle chassis engine to idle, turn off water pump, and disable hydraulics. E-Stops located at all HMI points (control panel, wireless remote, optional corded pendant). IntelliView display includes Machine Functions and Diagnostics (Chassis and Module).			
	Boom & Vacuum Hose			
	7' Hydraulic extendable boom/top mounted with 320 degrees of rotation			
	8" I.D. wire reinforced rubber suction hose			
	Boom will have an electric-over-hydraulic solenoid system with programmable flow control valves			
	Boom will be powered hydraulically up/down/right/left/extend/retract			
	Boom control located at control panel and hand held wireless control			
	All boom inlet hose and tubing will be 8" inside diameter			
	Vacuum Pipe Package			

	Package will be: (1) 8" x 7' aluminum fluidizer tube with rubber safety end (2) 8" x 6' aluminum flanged pipe (2) 8" x 3' aluminum flanged pipe (5) 8" quick clamps	
	All connections between debris body and vacuum system will be self-adjusting, pressure fitting type	
	Water System/Pipe Package	
	Includes: (1) Digging wand (1) dual nozzle assembly (1) triple nozzle assembly Quick couplers and shut-off valve (3) Extension pipe assemblies totaling 20'	
	Hydraulic System	
	Hydraulic reservoir capacity of 50 gallons with strainers on all suction lines.	
	Oil level sight gauge	
	Inspection hatch for maintenance	
	10 micron spin on type filter	
	Electrical	
	Entire system will be moisture and vapor sealed	
	Electrical connections require no exposure wires or terminals	
	Light bulbs will be shock mounted	
	Complete wiring diagram is provided with machine, circuit breakers are supplied. LED stop, turn, tail and clearance lights.	
	Storage Cabinets	
	(1) 50"L x 30"D x 30"H Aluminum tool box located behind cab passenger side. Water pump and retractable handgun hose reel will be located in this box.	
	Mounting	
	Approved truck chassis	
	Paint	
	All metal surfaces shot blasted prior to painting	
	All metal surfaces will be phosphate washed prior to painting	
	Coated with a minimum of 2.5 mil primer	
	Painted with a minimum of 2.5 mil finish paint process	
	Module components will be painted prior to assembly	
	Miscellaneous	
	Tow hooks front and rear	
	Mud Flaps	
	Electronic back-up alarm	
	Spring Loaded Ground Reel	
	Fenders	
	Factory Training and Start Up	

Code	Optional and Recommended Optional Equipment	QTY	List	Ext List
	Debris Body			
H1004	Debris tank load limit alarm		$1,882	$0
H1007	6" Butterfly valve in rear door		$1,072	$0
H1008	6" Knife valve in rear door		$1,221	$0
H1011	Heating of 6" Knife valve in rear door *(Available only on 6:00 position valve)*		$2,750	$0
H1015	Folding pipe rack, curbside		$944	$0
H1015A	Folding pipe rack, street side		$944	$0
H1015B	Folding pipe rack, rear door		$944	$0
H1022	Splash shield, rear door (Recommended option)		$715	$0
H1023	Lube manifold		$2,068	$0
H1026	Electric vibrator - debris body mounted		$1,559	$0
H1030	Sludge pump off-load system		$8,265	$0
H1035	Rear door decant screen		$877	$0
H1040	Float ball screens - Perforated plastic		$310	$0
	Water Tank Accessories			
H2004	Continuous fill system at water tank inlet		$1,570	$0
H2006	Air purge system utilizing chassis air system (Recommended option)		$1,172	$0
H2025	1300 Gallon capacity 304 stainless steel water tank (10 Yr. Warranty)		$9,173	$0
	Water Heater			
H2021B	Water heater will be rated at 400,000 B.T.U. 12 Volt heater will have low flow/burner shutdown, electronic temperature control, and heater inlet pressure gauge (Recommended option)		$6,038	$0
H2021A	940,000 BTU water heater - includes inverter **(Requires 20 gpm water system. Chassis must have minimum 160 amp alternator)**		$10,102	$0
	Cold Weather Package			
H2021C	Cabinet Heater, Drain valve donut heater and Insulation Package (Recommended Option)		$2,419	$0
H2021D	Heating & Insulation of Operator Side Toolboxes		$2,250	$0
	Boom Accessories			
H4004	7' Hydraulic telescopic boom w/320 degree rotation (Recommended option)		$10,392	$0

H4011B	Omnex T-300 Belly Pack *(In lieu of Standard wireless remote)* Secures to operator with a nylon belt strap Improved operator ergonomics and fingertip operation Controls the boom and throttle with a joystick and paddles Includes 33 Ft. wired tether for battery backup E-Stop function standard		$1,750	$0
H4012	Remote push button pendant control with 75' cable with a vacuum relief, water on/off and throttle control		$480	$0
H4013	Omnex T-110 Wireless Remote for Body Functions *(In addition to Standard wireless remote or T-300 Belly Pack)* Complete body control functions (rear door, body dump, body locks) Throttle up/down control Water pump on/off control with fixed flow for wash down gun Vibrator and pump-off controls (if equipped) E-Stop function standard		$1,450	$0
H1036	Vacuum Enhancer		$1,967	$0
	High Pressure Water Pump			
H5009A	10 gpm cold weather recirculator system (Recommended option)		$4,192	$0
H5017A	20 GPM/2500 psi Single Cat triplex pump **(Requires 940K Heater, & Min. 160 Amp alternator)**		$8,035	$0
H2024	Glycol Anti-Freeze System		$2,062	$0
	Air Excavation Package			
H5020	Boss Air Compressor-185 CFM/150 PSI Rotary screw compressor with hourmeter, pressure gauge, oil temperature gauge, high pressure and high temperature shutdown. System includes: 50' x 3/4" air hose with auto rewind hose reel 10' x 1" lightweight hose Ergonomic trigger type handle with pressure display (1) 4' nonconductive lance (1) 3' nonconductive lance extension Blow back shield Quick disconnect (1) High efficiency nozzle sized to match the air compressor		$17,535	$0
	Hose Reel Accessories			
H6013	Hydraulic tool package (Recommended option)		$1,337	$0
H6017	Hydraulic shut-off valves @ suction, return and inlet filter line (3)		$715	$0
	Front Station & Controls			
H7004A	Second operator station Includes: additional hose reel - rear mounted with second handgun, plumbing and fittings. (Front and Rear station - 10 gpm water pump is standard)		$4,042	$0
	Light Accessories			
H8001	Split arrow traffic controller, two-piece, 10 lights, rear only		$1,278	$0
H8001A	Signal-Master directional arrow, one-piece, 10 lights, FRONT only		$1,278	$0
H8001B	Signal-Master directional arrow stick, one-piece, 8 L.E.D. lights, REAR only		$1,877	$0
H8001D	Whelen directional large arrow, one-piece, 16 strobe lights, rear only		$4,483	$0
H8001E	L.E.D. Split Arrow Traffic Controller- Two Piece Rear Mount Only!		$1,585	$0
H8002	Handlight with bumper plug		$328	$0
H8003	Handlight with retractable reel (Recommended option)		$504	$0
H8004	Revolving light, rear only (Recommended option)		$628	$0
H8004A	Revolving amber beacon light cyclone mounted (Recommended option)		$628	$0
H8007	Strobe light rear mounted		$886	$0
H8007A	Revolving amber beacon light cyclone mounted		$886	$0
H8007B	Strobe amber beacon, front of body		$886	$0
H8007C	L.E.D.Strobe light cyclone mounted		$970	$0
H8007D	L.E.D.Strobe amber beacon, rear only		$970	$0
H8008	Brackets and wiring for revolving or strobe light		$388	$0
H8009	Worklight at operator station (Recommended option) *(Not available with H8015)*		$563	$0
H8011	Worklights at telescopic boom		$715	$0
H8012	Additional connector for handlight		$118	$0
H8013	Limb guard for revolving or strobe light		$177	$0
H8015	Work zone lighting package *(In lieu of rear and side work lights)*		$1,950	$0
H8016	Worklight, rear door *(Not available with H8015)*		$528	$0
H8020	DOT 3 lighting system, four strobe light head assembly		$4,759	$0
H8020A	Whelen DOT lighting system, six strobe light head assembly		$4,988	$0
H8025A	L.E.D. Stop,Turn,Tail, Back-Up and Clearance Lights		$750	$0
	Tool Box - Vactor & Chassis Accessories			
H9000A	Additional HXX Manual		$147	$0
H9001	Ziebart corrosion protection		$1,401	$0
H9002	Chain rack for tire chains (mounted on frame rail - one per side)		$395	$0
H9011	Pintle Eye Assembly - 20,000 Lb. Capacity *(Height Required)*		$1,856	$0
H9011A	Pintle Eye Assembly - 30,000 Lb. Capacity *(Height Required)*		$2,205	$0
H9021	18"L x 24"D x 48"H Aluminum tool box mounted right side behind tandem. (If two are selected, additional tool box is mounted on left side). *Maximum two per truck.* (Recommended option)		$1,039	$0
H9025	104"L x 24"D x 24"H Aluminum tool box mounted above rear tandem, either side of truck. *Maximum one per truck.* (Recommended option - 1 on Right Side)		$2,877	$0
H9071A	96"L x 16"D x 48"H Aluminum tool box mounted behind cab *(Requires longer cab to axle - Not available on stock chassis without modification)*		$4,250	$0
H9071B	96"L x 16"D x 48"H Aluminum tool box mounted behind cab with Glycol heater and Insulation package *(Requires longer cab to axle - Not available on stock chassis without modification)*		$6,125	$0
H9071C	96"L x 16"D x 48"H Aluminum tool box mounted behind cab with Diesel fired cargo heater and Insulation package *(Requires longer cab to axle - Not available on stock chassis without modification)*		$9,950	$0

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	Paint			
HP111	Module - Centari (Primer base)		$1,388	$0
HP112	Module - Imron (Primer base) (Recommended option)		$1,839	$0
HP113	Module - Stripe, single		$814	$0
HP114	Module - Stripe, multiple (3 maximum)		$1,302	$0
HP115	Rear door stripe, painted		$1,005	$0
HP116	Rear door stripe, reflective tape (Chevron)		$631	$0
HP118	Cab paint - Centari		$3,898	$0
HP119	Cab paint - Imron		$4,208	$0
HP120	Cab stripe, single		$1,300	$0
HP121	Cab stripe, multiple (Painted)		$1,444	$0
P1055	Installation of Customer Supplied Logos		$588	$0
H9001	ROAD SALT PROTECTION - A protective coating / KATS UL5000 - A water based synthetic acrylic copolymer coating sprayed on the exterior of the machine for protection against the elements during transit. Requires water based KATS UL8000 (supplied by Vactor) to remove the coating.		$331	$0
	Additional Special Options			
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
	Chassis Options			
H9027A	Regen Warning System (IH ONLY)		$374	$0
				$0
				$0
			Options Total	$0.00

Code	HXX PD Chassis	QTY	NET	Ext NET
HPIT430M	2012 IH 7600 SBA 6x4 WITH Pusher Axle, 430 HP Maxx-Force engine, Fuller manual transmission *2010 Emissions*		$109,522	$0.00
HPKT425M	2011-2012 Kenworth T800 6x4 WITH Pusher Axle, 425 HP Cummins ISX engine, Fuller manual transmission *(2010 Emissions)*		$105,807	$0.00
	Customer Supplied Chassis		$0.00	$0.00
	Customer Supplied Chassis Modification Charge *(Applies when customer supplied chassis does not meet minimum specification)*		$1,835	$0.00
			Total Net - Chassis	$0.00

PRICING SUMMARY	List	NET
Base Module	*$0.00*	*#DIV/0!*
Selected Options	*$0.00*	*#DIV/0!*
Module and Selected Options	*$0.00*	*#DIV/0!*
Discount Percentage / Amount	#DIV/0!	#DIV/0!
Chassis Net Price		*$0.00*
Net Price of Module, Std. Options and Chassis		#DIV/0!
Module FET (if applicable)	0.031	*#DIV/0!*
Chassis FET (if applicable)	0.120	*$0.00*
Net Price of Module, Options, Chassis with FET		#DIV/0!
Net Price Hoses and Accessories		
Net Price of Spare Parts		
Finders Fee (Fill in below)		
Delivery Charges NET		
TOTAL SELLING PRICE		#DIV/0!
All Prices in US Dollars		
Deposit Amount		$0.00
TOTAL NET PRICE		#DIV/0!
TOTAL NET PRICE LESS FET		#DIV/0!

Paint Instructions	
Color	
Striping Info.	
Non-Stock Chassis information	
Make	
Model	
Special Instructions	

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HXX FAN 2011	Customer Information		Date:	
Company			Delivery Requirement:	
	Billing Address:			
Address			Terms:	
City			Customer P.O. Number:	
State				
Zip			Financing Information:	
	Shipping Address:			
Address			Deposit Amount	$ -
City				
State			Delivery Instructions: Must Pick One	
Zip			Vactor/Guzzler Delivery	
Contact			Customer Pickup	
Phone Number				
Fax Number			FET Criteria	
Federal Tax I.D.	*Required from New Customers Only !*		Click In Cell For Dropdown to Select	

HXX FAN STANDARD EQUIPMENT

Code	Description	QTY	List	Ext. List
	Hydro-Excavator FAN Standard Module *(Includes Mandatory Mounting Charge)*	1	$194,995	$194,995
	Debris Body			
	12 Cubic yard volumetric debris body			
	Cylindrical design, 1/4" abrasion & corrosion resistant Ex-Ten steel			
	Flat style, 3/4 rear door, hinged at top with replaceable neoprene seal			
	Vibrator mounting bracket only			
	Hydraulic rear door locking system			
	Hydraulic rear door open & close system			
	6" Knife valve with 10' drain hose, cam-loc connector			
	8" Inspection port, Top mounted with ladder for easy access			
	Rear door support for operator safety			
	Front mounted hydraulic dump cylinder, 50 degree dump angle, power up/power down			
	Dual air ports with dual 10" stainless steel float ball shutoff system			
	Water Tanks			
	1200 Gallon capacity insulted, structural foam & polyethylene water tank			
	Water tank separate from debris tank			
	Includes anti-siphon device & anti-splash valve with 25' water fill hose and connectors			
	Water level sight gauge, Mark-V electronic low water warning system			
	5 Year warranty against leaks			
	Water System			
	Water system rating is 10 gpm @ 2500 psi			
	Hydraulic operated Tri-plex piston water pump			
	Water pump on/off located on wireless control and control box			
	Variable pressure and flow achieved by electronic-over-hydraulic controls at operators station			
	Handgun hose 3/8" x 75' w/operating pressure of 3500 psi and burst pressure of 14,500 psi, located in a cabinet.			
	Vacuum System			
	Dual 38" aluminum two-stage centrifugal compressor/fan system			
	Hydrostatic fan drive system			
	Gauge package: voltmeter, water temperature, oil pressure, tachometer with hourmeter located at operator station			
	2" Fan housing drain			
	8" Vacuum relief located in the inlet of debris tank to allow operator to vent to atmosphere. Wireless and or hand control operated.			
	Wireless remote control for boom with water pump control, throttle, vacuum relief, and E-Stop.			
	Dual float ball screens - Perforated plastic			
	Control Panel (Located Passengers Side)			
	Located inside an aluminum box for protection			
	The control panel will include: Tachometer with hourmeter, Mark-V electronic low water indicator, circuit breakers, water pump on/off, fan engagement throttle, water pump pressure control, and E-Stop.			
	Joystick boom control at operator's station			
	Boom & Vacuum Hose			
	7' Hydraulic extendable boom/top mounted with 320 degrees of rotation			
	8" I.D. wire reinforced rubber suction hose			
	Boom will have an electric-over-hydraulic solenoid system with programmable flow control valves			
	Boom will be powered hydraulically up/down/right/left/extend/retract			
	Boom control located at control panel and hand held wireless control			
	All boom inlet hose and tubing will be 8" inside diameter			
	Vacuum Pipe Package			
	Package will be: (1) 8" x 7' aluminum fluidizer tube with rubber safety end (2) 8" x 6' aluminum flanged pipe (2) 8" x 3' aluminum flanged pipe (5) 8" quick clamps			
	All connections between debris body and vacuum system will be self-adjusting, pressure fitting type			
	Water System/Pipe Package			

	Includes: (1) Digging wand (1) dual nozzle assembly (1) triple nozzle assembly Quick couplers and shut-off valve (3) Extension pipe assemblies totaling 20'	
	Hydraulic System	
	Hydraulic reservoir capacity of 65 gallons with strainers on all suction lines.	
	Oil level sight gauge	
	Inspection hatch for maintenance	
	10 micron spin on type filter	
	Electrical	
	Entire system will be moisture and vapor sealed	
	Electrical connections require no exposure wires or terminals	
	Light bulbs will be shock mounted	
	Complete wiring diagram is provided with machine, circuit breakers are supplied. LED stop, turn, tail and clearance lights.	
	Storage Cabinets	
	(1) 50"L x 30"D x 30"H Aluminum tool box located behind cab passenger side. Water pump and retractable handgun hose reel will be located in this box.	
	Mounting	
	Approved truck chassis	
	Paint	
	All metal surfaces shot blasted prior to painting	
	All metal surfaces will be phosphate washed prior to painting	
	Coated with a minimum of 2.5 mil primer	
	Painted with a minimum of 2.5 mil finish paint process	
	Module components will be painted prior to assembly	
	Miscellaneous	
	Tow hooks front and rear	
	Mud Flaps	
	Electronic back-up alarm	
	Fenders	
	Spring Loaded Ground Reel	
	Factory Training and Start Up	

Code	Optional and Recommended Optional Equipment	QTY	List	Ext List
	Debris Body			
H1004	Debris tank load limit alarm		$1,882	$0
H1007	6" Butterfly valve in rear door		$1,072	$0
H1008	6" Knife valve in rear door		$1,221	$0
H1011	Heating of 6" Knife valve in rear door *(Available only on 6:00 position valve)*		$2,750	$0
H1015	Folding pipe rack, curbside		$944	$0
H1015A	Folding pipe rack, street side		$944	$0
H1015B	Folding pipe rack, rear door		$944	$0
H1022	Splash shield, rear door (Recommended option)	1	$715	$715
H1023	Lube manifold		$2,068	$0
H1026	Electric vibrator - debris body mounted		$1,559	$0
H1030	Sludge pump off-load system		$8,265	$0
H1035	Rear Door Decant Screen		$877	$0
	Water Tank Accessories			
H2004	Continuous fill system at water tank inlet		$1,570	$0
H2006	Air purge system utilizing chassis air system (Recommend option)	1	$1,172	$1,172
H2025	1300 Gallon capacity 304 stainless steel water tank (10 Yr. Warranty)		$9,173	$0
	Water Heater			
H2021B	Water heater will be rated at 400,000 B.T.U. 12 Volt heater will have low flow/burner shutdown, electronic temperature control, and heater inlet pressure gauge (Recommended option)	1	$6,038	$6,038
H2021A	940,000 BTU water heater - includes inverter **Requires 20 gpm water system. Chassis must have minimum 160 amp alternator**		$10,102	$0
	Cold Weather Package			
H2021C	Cabinet Heater, Drain valve donut heater and Insulation Package		$2,419	$0
H2021D	Heating & Insulation of Operator Side Toolboxes		$2,250	$0
	Boom Accessories			
H4004	7' Hydraulic telescopic boom with 320 degree rotation (Recommended option)	1	$10,392	$10,392
H4012	Remote push button pendant control with 75' cable with a vacuum relief, water on/off and throttle control		$480	$0
	High Pressure Water Pump			
H5009A	10 gpm cold weather recirculator system (Recommended option)	1	$4,192	$4,192
H5017A	20 GPM/2500 psi Single Cat triplex pump **(Requires 940K Heater, & Min. 160 Amp alternator)**		$8,035	$0
H2024	Glycol Anti-Freeze System		$2,062	$0
	Air Excavation Package			

H5020	Boss Air Compressor-185 CFM/150 PSI Rotary screw compressor with hourmeter, pressure gauge, oil temperature gauge, high pressure and high temperature shutdown. System includes: 50' x 3/4" air hose with auto rewind hose reel 10' x 1" lightweight hose Ergonomic trigger type handle with pressure display (1) 4' nonconductive lance (1) 3' nonconductive lance extension Blow back shield Quick disconnect (1) High efficiency nozzle sized to match the air compressor		$17,535	$0
	Hose Reel Accessories			
H6013	Hydraulic tool package (Recommended option)	1	$1,337	$1,337
H6017	Hydraulic shut-off valves @ suction, return and inlet filter line (3)		$715	$0
	Front Station & Controls			
H7004A	Second operator station		$4,042	$0
	Light Accessories			
H8001	Split arrow traffic controller, two-piece, 10 lights, rear only		$1,278	$0
H8001A	Signal-Master directional arrow, one-piece, 10 lights, FRONT only		$1,278	$0
H8001B	Signal-Master directional arrow stick, one-piece, 8 L.E.D. lights, REAR only		$1,877	$0
H8001D	Whelen directional large arrow, one-piece, 16 strobe lights, rear only		$4,483	$0
H8001E	L.E.D. Split Arrow Traffic Controller- Two Piece Rear Mount Only !		$1,585	$0
H8002	Handlight with bumper plug		$328	$0
H8003	Handlight with retractable reel (Recommended option)	1	$504	$504
H8004	Revolving light, rear only (Recommended option)	1	$628	$628
H8004A	Revolving amber beacon light cyclone mounted (Recommended option)	1	$628	$628
H8007	Strobe light rear mounted		$886	$0
H8007A	Revolving amber beacon light cyclone mounted		$886	$0
H8007B	Strobe amber beacon, front of body		$886	$0
H8007C	L.E.D.Strobe light cyclone mounted		$970	$0
H8007D	L.E.D.Strobe amber beacon, rear only		$970	$0
H8008	Brackets and wiring for revolving or strobe light		$388	$0
H8009	Worklight at operator station (Recommended option) *(Not available with H8015)*	1	$563	$563
H8011	Worklights at telescopic boom		$715	$0
H8012	Additional connector for handlight		$118	$0
H8013	Limb guard for revolving or strobe light		$177	$0
H8015	Work zone lighting package *(In lieu of rear and side work lights)*		$1,950	$0
H8016	Worklight, rear door *(Not available with H8015)*		$528	$0
H8020	DOT 3 lighting system, four strobe light head assembly		$4,759	$0
H8020A	Whelen DOT lighting system, six strobe light head assembly		$4,988	$0
H8025A	L.E.D. Stop,Turn,Tail, Back-Up and Clearance Lights		$750	$0
	Tool Box - Vactor & Chassis Accessories			
H9000A	Additional HXX Manual		$147	$0
H9001	Ziebart corrosion protection		$1,401	$0
H9002	Chain rack for tire chains (mounted on frame rail - one per side)		$395	$0
H9011	Pintle Eye Assembly - 20,000 Lb. Capacity *(Height Required)*		$1,856	$0
H9011A	Pintle Eye Assembly - 30,000 Lb. Capacity *(Height Required)*		$2,205	$0
H9021	18"L x 24"D x 48"H Aluminum tool box mounted right side behind tandem.	1	$1,039	$1,039
H9022	58"L x 30"D x 48"H Aluminum tool box mounted on left side in front of tandem under water tank.		$2,310	$0
H9024	Additional 50 gallon fuel tank to be mounted on left side.		$1,284	$0
H9025	104"L x 24"D x 24"H Aluminum tool box mounted above rear tandem, either side of truck. *Maximum one per truck.* (Recommended option - 1 on Right Side)	1	$2,877	$2,877
	Paint			
HP111	Module - Centari (Primer base)		$1,388	$0
HP112	Module - Imron (Primer base) (Recommended option)		$1,839	$0
HP113	Module - Stripe, single		$814	$0
HP114	Module - Stripe, multiple (3 maximum)		$1,302	$0
HP115	Rear door stripe, painted		$1,005	$0
HP116	Rear door stripe, reflective tape (Chevron)		$631	$0
HP118	Cab paint - Centari		$3,898	$0
HP119	Cab paint - Imron		$4,208	$0
HP120	Cab stripe, single		$1,300	$0
HP121	Cab stripe, multiple (Painted)		$1,444	$0
P1055	**Installation of Customer Supplied Logos**		$588	$0
H9001	ROAD SALT PROTECTION - A protective coating / KATS UL5000 - A water based synthetic acrylic copolymer coating sprayed		$331	$0
	Additional Special Options			
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
	Chassis Options			
H9027A	Regen Warning System (IH ONLY)		$374	$0
				$0

			Options Total	$30,083.67

Code	HXX FAN Chassis	QTY	NET	Ext NET
HFIT390M	2012 IH 7600 SBA 6x4 with 390 HP MaxxForce 11 engine, Fuller manual transmission	1	$100,411	$100,411.00
HFIT390A	2012 IH 7600 SBA 6x4 with 390 HP MaxxForce 11 engine, Allison automatic transmission		$114,017	$0.00
HFKT390M	2012 Kenworth T800 6x4 with 390 HP Cummins ISX engine, Fuller manual transmission		$0	$0.00
	Customer Supplied Chassis		$0.00	$0.00
	Customer Supplied Chassis Modification Charge *(Applies when customer supplied chassis does not meet minimum specification)*		$1,835	$0.00

Total Chassis Net $100,411.00

PRICING SUMMARY	List	NET
Base Module	*$194,994.90*	*$194,994.90*
Selected Options	*$30,083.67*	*$30,083.67*
Module and Selected Options	*$225,078.57*	*$225,078.57*
Discount Percentage / Amount	0.000%	$0.00
Chassis Net Price		*$100,411.00*
Net Price of Module, Std. Options and Chassis		$325,489.57
Module FET (if applicable)	0.00	$0.00
Chassis FET (if applicable)	0.00	$0.00
Net Price of Module, Options, Chassis with FET		$325,489.57
Net Price Hoses and Accessories		
Net Price of Spare Parts		
Finders Fee (Fill in below)		
Delivery Charges NET		
TOTAL SELLING PRICE		$325,489.57

Deposit Amount $ -

TOTAL NET PRICE $325,489.57

TOTAL NET PRICE LESS FET $325,489.57

ALL PRICES ARE IN US DOLLARS

Trade-in Value	
Year:	
Make:	
Model:	

Finder's Fee Information

Pay to:	
Company:	
Address:	

Conquest Sale
Yes ____
No ____

Paint Instructions

Color	
Striping Info.	

Non-Stock Chassis information

Make	

DATE:

Federal Tax ID#

Exhibit B

1.1 Invoices

Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
495 S. Main St.
Las Vegas, NV 89101

The Successful Bidder shall submit a detailed invoice to the City, after shipment of goods or performance of services. All invoices should (i) identify charges against specific Blanket Purchase Order item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Blanket Purchase Order and Purchase Order Release number, and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the goods or services for which payment is requested. **Invoices received without a valid purchase order will be returned unpaid.** Upon acceptance of the goods or services by the City and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.

1.2 Insurance

The Company shall procure and maintain Workers' Compensation and General Liability Insurance, at its own expense, for all work related to the performance of this Agreement.

1.3 Indemnification

(a) The Company agrees to protect, indemnify and hold the City, its officers, employees, agents and consultants (collectively herein the "City") harmless from any and all claims, liabilities, losses, damages, suits, actions, fines, decrees and judgments including workman compensation claims, attorney fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, agents or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the City, or (ii) in the performance of the terms, conditions and covenants of this Agreement, regardless of whether the Liabilities were caused in part by the City. Any money due and owing the Company under this Agreement may be retained by the City for its protection. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

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

1.4 Delivery – F.O.B. Point

(a) The Company shall deliver the Goods, F.O.B. Destination, to the following address:

City of Las Vegas, Fleet & Transportation Services Division
2950 Ronemus Drive
Las Vegas, NV 89128

(b) The Company shall pay all freight charges. The Company shall file all claims and bears all responsibility for the Goods from the point of origin to the City's destination. All prices shall include delivery as well as any necessary unloading.

1.5 Pricing

(a) Payment to the Company will be made only for the actual quantities of Goods delivered and accepted.

(b) Prices and description of Goods are as follows per Exhibit C:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Vactor 2112 Plus Jet Rodder	1	$368,784.00	$368,784.00
2	Vactor 2103 Jet Rodder	1	$226,501.00	$226,501.00
-	Total	2	-	$595,285.00

(c) The prices set forth in (b), above, include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Agreement

1.6 Taxes

The City is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statues 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) set forth in Paragraph B-3 are net, exclusive of these taxes. The Company shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Goods delivered under this Agreement. The Company agrees to defend, indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

1.7 Billing and Payment

(a) The City will issue a Purchase Order, subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and does not represent the ordering of any additional quantities of the Goods. Beyond what is set forth in this Agreement. The Agreement number will be reflected on the face of the Purchase Order.

(b) The Company shall submit a detailed invoice to the City after shipment of the Goods. All invoices should (i) identify charges against specific Purchase Order item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Purchase Order and Agreement number and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the Goods for which payment is requested. **.** Upon acceptance of the Goods by the City and reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** Invoices for partial shipments must only include items actually sent in the partial shipments.

1.8 Ordering

Orders will be issued in the following manner:

A Standard Purchase Order will be issued, specifying the ordering of a particular number of Goods or multiple scheduled deliveries of Goods. Upon receipt of a Standard Purchase Order, the time allotted for delivery of Goods begins. Receipt of a Purchase Order is deemed to begin when the City successfully faxes the Standard Purchase Order to the Company, or within five days of mailing of a Standard Purchase Order by the City.

1.9 Keys and Manuals

The Successful Bidder shall be required to furnish **one (1)** complete set of **parts, service and operator** manuals for each **Vactor** delivered and Six (6) keys for each unit. Parts, service and operator manuals are to be written so that a qualified technician can read and interpret effectively the contents. Final payment shall be contingent upon the Successful Bidder furnishing to the Owner the complete parts, service and operator manuals.

HAAKER EQUIPMENT COMPANY
SINCE 1972
A CALIFORNIA CORPORATION
10 W. Mayflower Avenue
North Las Vegas NV 89030
http://www.haaker.com

PROPOSAL

December 13, 2011

TO: CITY OF LAS VEGAS
2950 Ronemus Drive
Las Vegas NV 89128

ATTN: Mr. Guy Edwards

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval:

ONE (1) NEW VACTOR 2103 JET RODDER

3-Cubic Yard Capacity Catch Basin Cleaner and Sewer Cleaner Mounted on a 2012 International 4300 SBA 4x2 Chassis, MaxxForce DT EPA10, 230 HP Engine, Allison 3500 RDS Automatic Transmission, Includes Air Brakes. Equipped with all Standard and Optional Equipment listed:

Standard Equipment

- ✓ 2,400 CFM Positive Displacement Blower
- ✓ 3 Cu Yard Capacity
- ✓ 40 GPM/2500 PSI Water System with Accumulator and Multi Flow System
- ✓ 500 Gallon Aluminum Water Tank Capacity
- ✓ Variable Pressure Water Pump, Hydraulically Driven, Double Acting, Single Piston, 80 Gpm At 2000 PSI Water System
- ✓ 500 Foot Capacity, Rotating Front Hose Reel
- ✓ Nitrogen Accumulator
- ✓ 500' Capacity Hose Reel with 500' of ¾", 3,000 PSI Operating, 7,500 Burst Pressure Rodder Hose
- ✓ 4" Body Drain Pipe with 10; Drain Hose
- ✓ Variable Flow Handgun Assembly with 25' of ½" Drain Hose with Centrally Located coupler
- ✓ Footage Counter
- ✓ Circuit Breakers
- ✓ Cylindrical Extend Steel Debris Boyd
- ✓ Double Acting Hydraulic Dump Hoist
- ✓ (2) Jet Rodder Nozzles
- ✓ 6-Way Power Boom Assembly with 120-degree Rotation and 4' Hydraulic Extension
- ✓ Remote Push Pendant Control with 15' of Cable
- ✓ Pipe Package
- ✓ (1) 6" x 3' Aluminum Pipe Extension
- ✓ (2) 6" x 5' Aluminum Pipe Extension
- ✓ (1) 6" x 6' 6" Catch Basin Nozzle
- ✓ (4) 6" Quick Clamps
- ✓ Sealed Electrical System
- ✓ Flexible Hose Guide
- ✓ Aluminum, Lockable Tool Box 36x18x18
- ✓ Mud Flaps
- ✓ Vacuum Relief
- ✓ 10" Stainless Steel Float Shut Off Ball
- ✓ Air Shift Transfer Case
- ✓ 2" Y Strainer with 25' Fill Hose
- ✓ 3" Y Strainer at Water Pump
- ✓ 3" Drain Vale at Water Pump
- ✓ Tach Hour Meter for Blower
- ✓ Vactor Manual
- ✓ Emergency Flare Kit
- ✓ 5# Fire Extinguisher

Optional Equipment Included

- ✓ Gravity Drain System with 4" Level Valve Located Passenger Side Forward in Body
- ✓ Decant System with 4" Air Operated Knife Valve Forward Mounted, Passenger Side with Screen and 10' Drain Hose with Camlocks
- ✓ Fold Down Pipe rack – Street and Curb Side
- ✓ Debris Body Flush Out
- ✓ Debris Body Load Limit Alarm
- ✓ 4" Butterfly Decant, Rear Door
- ✓ Rear Door Splash Shield
- ✓ Hydraulic Rear Door Locks
- ✓ Poybrid Tank Coating
- ✓ Low Water Alarm with Light
- ✓ Lube Manifold
- ✓ Retractable Handgun Hose Reel with 50' Hose Assembly
- ✓ Joystick Boom Control
- ✓ Handlight with Bumper Plug
- ✓ LED Light s, Clearance, Stop, Tail and Turn
- ✓ Vactor Manual
- ✓ 72x18x18 Aluminum Tool box
- ✓ Imron Paint
- ✓ Rear Door Stripe, Chevron Reflective Tape
- ✓ Rodder Pump Drain Valves
- ✓ Front & Rear Handgun Couplers
- ✓ Side Skirts, Rear of Unit
- ✓ 6 Sets of Keys
- ✓ Spare Tire
- ✓ Air Horn
- ✓ 25' Additional Lay Flat Hose
- ✓ Additional Lights Mounted on Rear Door
- ✓ Whelen LED Light Package:
  (2) Ha238c Hide-A-Way Strobes
  (2) 4e Grilp Grill Master Hsg W/ 402000au Linear Strobes
  (1) Cps660 Power Supply
  (1) 9m142000 (55") Light Bar W/ 9aly Alley Lights W/ Front Flashers, Cab Mounted
  (1) Pcc6r Controller
  (1) Ta870a – Traffic Advisor
  (1) Tatpr20 – 20' Extension Cable
- ✓ Additional Lights Mounted to Rear Door
- ✓ Dual Captains Chairs

PRICE: FOB LAS VEGAS, NV: ..... $ 226,501.00

Plus Sales Tax if Applicable

Effective January 1, 2012

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 90 Days . Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 120-180 Days **TERMS:** **Net 30 or Approved Lease**

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

BY: Kyle Wright _____ **DATE:** _____

Kyle Wright
Sales Representative

HAAKER EQUIPMENT COMPANY
SINCE 1972
A CALIFORNIA CORPORATION
10 W. Mayflower Avenue
North Las Vegas NV 89030
http://www.haaker.com

PROPOSAL

December 13, 2011

TO: CITY OF LAS VEGAS
2950 Ronemus Drive
Las Vegas NV 89128

ATTN: Mr. Guy Edwards

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval:

One (1) NEW VACTOR 2112 PLUS JET RODDER

12-Cubic Yard Capacity with Roots 16" Positive Displacement Blower, 1300 Gallons of Water, Mounted on a 2012 Freightliner 6x4 Chassis with Cummins ISC-350 350 HP Engine and Allison 3000RDS Automatic Transmission.. Equipped with all Standard and Optional Equipment listed:

Standard Equipment:

- ✓ One Alum Tool Box-Weather Proof Lockable-48x22x24 Located Passenger Side On Sub frame
- ✓ Aluminum Fenders
- ✓ Mud Flaps
- ✓ Electric/Hydraulic For Way Boom
- ✓ Color Coded Sealed Electrical System
- ✓ Remote Pendant Control With 35' Cord
- ✓ Double Acting Hydraulic Dump Hoist Cylinder
- ✓ 2" Y Strainer With 25' Fill Hose
- ✓ Handgun Assembly And 1/2" X 35' Hose, With Quick Disconnect
- ✓ Ex-Ten Steel Cylindrical Debris Tank
- ✓ Flexible Hose Guide
- ✓ (3) Nozzles With Carbide Inserts And Nozzle Rack
- ✓ 1" Nozzle Pipe
- ✓ Flat Rear Door With Hydraulic Locks And Door Power Up, Power Down, Open/Close. (No Grabber)
- ✓ Dual 10" Ss Float Shut Off System/Rear Mounted
- ✓ Debris Body Vacuum Relief System
- ✓ Hydraulic Oil High Temperature Light/Alarm
- ✓ Liquid Float Level Indicator
- ✓ Front Blower Controls
- ✓ 180 Degree Rotation Non-Telescopic Boom, Front Loading 8" Suction Hose
- ✓ Boom Transport Cradle
- ✓ 3" Y Strainer At Water Pump W/3" Drain Valve
- ✓ Midship Handgun Coupling
- ✓ Water Flow Meter
- ✓ Hose Wind Guide, Dual Roller
- ✓ Hose Footage Counter
- ✓ Hose Reel Manual Hyd Extend/Retract
- ✓ Hose Reel Chain Cover (Full)
- ✓ Hydraulic Extending 15" Hose Reel (800' Capacity)
- ✓ Tachometer /Chassis Engine
- ✓ Tachometer & Hour Meter/Blower
- ✓ Circuit Breakers
- ✓ Vactor Manual
- ✓ Electronic Back Up Alarm
- ✓ Module-Wet On Wet Dupont Paint
- ✓ 8" Vacuum Pipe Package
- ✓ Emergency Flare Kit
- ✓ Fire Extinguisher - 5#
- ✓ 60" Dump Height
- ✓ Debris Deflector Plate
- ✓ Suction Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe
- ✓ Vansco-Electronic Package
- ✓ Performance Package: Hyd Variable Flow, Dual Hyd Pumps
- ✓ Side Mounted Water Pump

Optional Equipment:

- ✓ Debris Body Flushout System
- ✓ Debris Body Vacuum Relief System with Debris Body Load Limit Alarm
- ✓ 6" Butterfly Valve, Rear Door
- ✓ 6" Knife Valve/Rear Door
- ✓ Submersible Trash Pump – Plumbed to front Bumper
- ✓ 6" Decant System with Air Operated Knife Valve
- ✓ Fold Down Pipe Rack Curbside and Streetside
- ✓ Splash Shield
- ✓ Lube Manifold
- ✓ Low Water Light and Alarm and Water Pump Flow Indicator
- ✓ 3" Y Strainer at Water Tank Fill
- ✓ 1300 Gallons Water
- ✓ Electronic Blower Engagement Front Station Control
- ✓ 8' Hydraulic Telescopic Boom
- ✓ Joystick Control for Boom Function
- ✓ Post Style Front Bumper Boom Storage
- ✓ T300 Omnex Remote Control Belly Pack
- ✓ 80 GPM/2500 PSI Water System-ILO Standard Water System
- ✓ Air Acuated Accumulator for Hose Reel
- ✓ Accumulator System for Water Pump
- ✓ Front and Rear Handgun Couplers
- ✓ Telescoping Rotating Hose Reel
- ✓ 800' X 1" Piranha Sewer Hose/2500 PSI
- ✓ Handgun Hose Reel – Spring Retractable Reel with 50' Hose Assembly
- ✓ Automatic Hose Level Wind Guide
- ✓ Digital Hose Counter
- ✓ Hydraulic Shut-Off Valves at Suction, Return and Filterline (3)
- ✓ Rodder Pump Drain Valves (2)
- ✓ Hydraulic Oil High Temperature Light and Alarm
- ✓ Additional Connector for Hand Light
- ✓ Handlight with Bumper Plug
- ✓ LED Bumper Strobes/Lights Recessed in the tail plate of the Vactor
- ✓ LED Worklight at Operators Station
- ✓ LED Worklights On Boom
- ✓ LED Worklights at Rear Door
- ✓ 16x30x96 Aluminum Tool Box Behind Cab
- ✓ LED Worklights at Hose Reel Manhole
- ✓ LED Worklights at Curb Side
- ✓ LED Worklights at Street Side
- ✓ Additional Vactor Full Printed Manual
- ✓ Camera System Front/Rear/Both Sides
- ✓ Safety Cone Storage Rack
- ✓ Water Cooler Storage Rack
- ✓ 16x12x18 Aluminum Tool Boxes (2)
- ✓ Long Handle Tool Storage
- ✓ 16x30x96 Aluminum Tool Box
- ✓ 60x24x24 Aluminum Tool Box
- ✓ 30x18x24 Aluminum Tool Box
- ✓ Module – Centari Paint
- ✓ Rear Door Stripes – Chevron
- ✓ 2 Additional Hose Racks and Ladder Box
- ✓ Hydrant Wrench
- ✓ Whelen LED Light Package
- ✓ Polybrid Tank Coating
- ✓ 10# Fire Extinguisher
- ✓ Captains Chairs in Chassis

TOTAL UNIT PRICE: ..... $ 368,784.00

Plus Sales Tax if applicable

Effective January 1, 2012

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 240-300 Days **TERMS:** Net 30

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:**_____

BY: Kyle Wright **DATE:** _____

Kyle Wright
Sales Representative

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
For possible action to approve award of Contract No. 110222-PH, Oracle CC&B Implementation Consultant - Department of Information Technologies - Award recommended to: PROMARK SOLUTIONS, INC. ($754,980 - Sanitation Enterprise Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $754,980
Funding Source: Sanitation EF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
A competitive Request for Proposals process was conducted to select a consultant to assist the City in the implementation of Oracle's Customer Care and Billing (CC&B) Product for sewer billing processes. The RFP evaluation team determined that ProMark Solutions, Inc. submitted the proposal most advantageous to the City based upon cost savings of approximately $1.3 million.

PCC: P. Hoffman
POC: Maryann Walsh Wolff - (702) 755-0688

RECOMMENDATION:
That City Council approve award of Contract No. 110222-PH, Oracle CC&B Implementation Consultant to ProMark Solutions, Inc. in the amount of $754,980. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 110222-PH
2. Certificate - Disclosure of Ownership/Principals

ORACLE CC&B IMPLEMENTATION CONSULTING SERVICES

THIS CONTRACT is entered into this _____ day of _____, 20___, 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 ProMark Solutions (hereinafter the "Company"), a limited liability corporation, having its principal office at 9733 Camden Hills Avenue, Las Vegas, Nevada 89145.

SECTION A – Contract Form

The subject matter of this Contract is the provision of consulting services to assist the City in implementing Oracle's Customer Care and Billing (CC&B) application.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

(b) *"CC&B"* means Customer Care and Billing version 2.3.1, the Oracle software product to be implemented under this Contract.

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

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

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

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

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

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

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

(j) *"Project"* means the implementation of CC&B to replace the City's existing software application for sewer billing processes.

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

B-2 Contract Type

The Contract type is fixed price, not to exceed. This is a Non-Exclusive Contract.

B-3 Prices / Costs

(a) The Company will invoice the City in accordance with the Payment Schedule attached as Exhibit 1.

(b) Reimbursable Travel Expenses. If travel is required in the performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase.

Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $170 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

(c) Reimbursable Incidental Expenses. The City may reimburse non-travel incidental expenses on the approval of the Project Manager and up to the allowance detailed in Exhibit 1, Payment Schedule. These expenses may include shipping costs, printing/copying costs, phone meetings, and conference call costs. Expenses customarily considered as part of the Company's overhead, as well as expenses for items that will be shared with other Company clients, are not reimbursable.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the Payment Schedule set forth in Exhibit 1. All invoices should identify the following items:

(i) the date of the invoice and invoice number,;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made;
(iv) performance dates covered;
(v) receipts for Incidental Expenses/Travel Expenses; and
(vi) copy of the Progress Report, signed/approved by City's Project Manager.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Project Schedule

(a) The performance period commences from Award Date and continues through the completion of services provided, unless extended through mutual agreement by both parties. Completion of services is anticipated approximately 14 months from Award Date.

(b) A Project Schedule is attached as Exhibit 2. This Project Schedule shall be updated by the Company from time to time as necessary, but no less often than every 60days, and submitted as a part of the Company's Progress Report for the Project Manager's approval. :

SECTION C – Statement of Work

C-1 General

The Company will provide a collection of implementation services both onsite and remotely. The City will be responsible for management of the Project as a whole, while the Company will be wholly responsible for certain items as noted specifically in Section C-2, and will provide assistance in a consultative capacity for other areas as noted in Section C-2.

C-2 Scope of Services

The Company will provide implementation services to the City, with scope as follows for the associated pay items:

(a) Formal Classroom Training: The Company shall provide three training courses, to include Functional Implementers Training (class time is 8 days); Java and Cobol Developers Training (class time is 8 days); and Advanced Configuration Training ("Cool Tools") (class time is 8 days).

Payment notes: fixed price of $54,000 payable in three equal installments on completion of each course, plus expenses not to exceed $8,400.

(b) Initial Environment CC&B Install: The Company will be responsible for installation of one CC&B instance with assistance from City staff, and will provide documentation for repeat, additional installations to be done by City staff.

Payment notes: fixed price of $20,800 payable in two installments, plus expenses not to exceed $5,500.
- $10,400 payable on completion of install
- $10,400 payable upon delivery and acceptance of documentation

(c) Informal Workshops: The Company will provide "side by side" work time for City staff. Informal means that there are no materials prepared in advance. City participants are expected to "learn by doing"/watching and taking their own notes and documentation in addition to Oracle published documentation. The informal workshops/"side by side" work time includes:
(i) Data Conversion Toolkit, CC&B Conversion Best Practices, Conversion Steps, Tips and Tricks (160 hours)
(ii) CC&B Install, Environment Management, Batch Processing. Direction for set-up of batch scheduler or workflow within CC&B (160 hours)
(iii) Testing and Day in the Life workshops (160 hours) including 50 out of box test script templates, a testing approach, and test script templates.

Payment notes: fixed price of $72,800 payable in five installments, plus expenses not to exceed $16,800.
- $28,000 payable on completion of workshop on Oracle Data Conversion Toolkit, CC&B Conversion Best Practices, Conversion Steps, Tips and Tricks
- $10,400 payable upon completion of Environment Management workshop
- $10,400 payable upon completion of batch workflow set up workshop
- $12,000 payable upon delivery of test script templates
- $12,000 payable upon completion of Day in the Life workshop

(d) Modification and Interface Design Specifications: The Company shall develop the high level approach and, with the City's input, high level design specifications for the modifications and CC&B side of the interfaces to/from CC&B, and submit these in written form to the Project Manager. Included in this task are specifications and approach for the following:

Modifications:
1. (SE3) Title Company Portal for looking up payoff amounts
2. (R14) Title Company requests can be submitted, stored and sent electronically upon request
3. Address check against Situs during data entry
4. Notification when property owner changes on single family dwelling tract, via To Do
5. (CS-11) Online notification if no active sewer account for address
6. (BR24) System validates bad parcel number, invalid code, bad address, no Situs, other missing required information
7. When penalties are assessed, it automatically flags the account to create a rebill
8. Cashiering "drawer"

Interfaces
1. Personnel Action Request (PAR) – Clark County inbound information – updates billing for pools, status code – weekly inbound interface
2. (IN5) Interface with ARCGIS or Digital Mapping System
3. (IN8) Inbound only interface with lock box – batch
4. (IN9) Bi-directional Tax Roll interface (batch) – monthly
5. Oracle EBS Financials – GL (outbound from CC&B) – automated
6. Oracle EBS Financials – AP (outbound from CC&B Excel file only)
7. Web payments real time inbound interface (XAI)
8. Net pays – Bank of America inbound interface (Batch)

9. Address changes (Pitney Bowes)
10. ACH outbound from CC&B
11. Letter Print Extract (out of box)
12. Bill Print Extract (out of box)

Reports

1. (R16) – Properties to be liened (preliminary lien report – could be outline)
2. (R17) – Daily register with liens released with any lien release criteria
3. (R18) – Daily register with liens released when tax roll remittance received
4. New, Dead, Split parcel report
5. PAR report
6. Credit balance report
7. Penalty report
8. Audit/adjustment report
9. Bankruptcy report

Payment notes: The Company shall provide written design specifications and reports for the Project Manager's approval. Payment shall be a fixed price of $136,400, payable in multiple installments, plus expenses not to exceed $28,480.

- $34,100 payable upon delivery and acceptance of the three design document templates for reports, modifications and interfaces
- 29 payments of $3,055 each on delivery of each modification, report or interface
- $13,705 upon acceptance of all designs

(e) CC&B Base Product Configuration:

- Facilitate multiple months of workshops (precise number to be determined by Project Manager) to have business and technical teams agree on values for the City.
- Assist the City to populate a master worksheet and CC&B Master Configuration environment with initial values (spreadsheets provided by Company).
- Institute a change order process for the City to update as needed during the Project.
- Assemble a prototype for consumption based rates to serve as a guideline for City rates development and "what if" analysis, proof of concept testing. This will not be a production grade prototype.
- Assist and provide expertise in Project Go Live.

Payment notes: fixed price of $195,300 payable in multiple installments, plus expenses not to exceed $40,040.

- $39,060 payable upon delivery of workshop detailed agenda, configuration workbook template
- $48,825 payable on completion of first third of workshops
- $48,825 payable on completion of second third of workshops
- $39,060 payable on completion of all workshops
- $19,530 on verification of configured instance with start service, stop service, and a successfully billed customer account

(f) Functional Architecture assistance:

- Assist the City during the full lifecycle of the Project from analysis through development, conversion, testing, UAT, deployment, post go live.
- On request, advise and evaluate Configuration change orders after initial population of configuration tables.

Payment notes: Services will be requested specifically by the Project Manager and may be billed monthly as incurred, not to exceed 420 hours at $155 per hour, plus expenses not to exceed $7,050.

(g) Design/Developer assistance:

- Assist the City during the full lifecycle of the Project from analysis through development, conversion, testing, user acceptance testing, deployment.
- Assist the City developers with coding and unit test of the modifications and interfaces, doing coding as directed, which may include the underlying SQL needed for City reports.
- As requested, develop modifications and interfaces as prioritized by the City and coach on the data model and common SQL queries that will form underlying logic for reports.

Payment notes: Services will be requested specifically by the Project Manager and may be billed monthly as incurred, not to exceed 140 hours at $175 per hour, plus expenses not to exceed $7,050.

(h) Project Management Advisory assistance:
- The City will provide the primary Project Manager for this Project. The Company will provide assistance to the Project Manager by providing project document templates, advice on Project progression and timelines.
- The Company's primary advisor to the Project Manager will dedicate one day on-site per month for the duration of the Project.

Payment notes: Services will be requested specifically by the Project Manager and may be billed monthly as incurred, not to exceed 140 hours at $175 per hour, with no allowance for reimbursable expenses.

(i) Email Support: The Company will provide miscellaneous support via email, as requested for the duration of the Project.

Payment notes: Services will be requested specifically by the Project Manager and may be billed monthly as incurred, not to exceed 80 hours at $130 per hour, with no allowance for reimbursable expenses.

(j) Travel and Reimbursable Expenses:

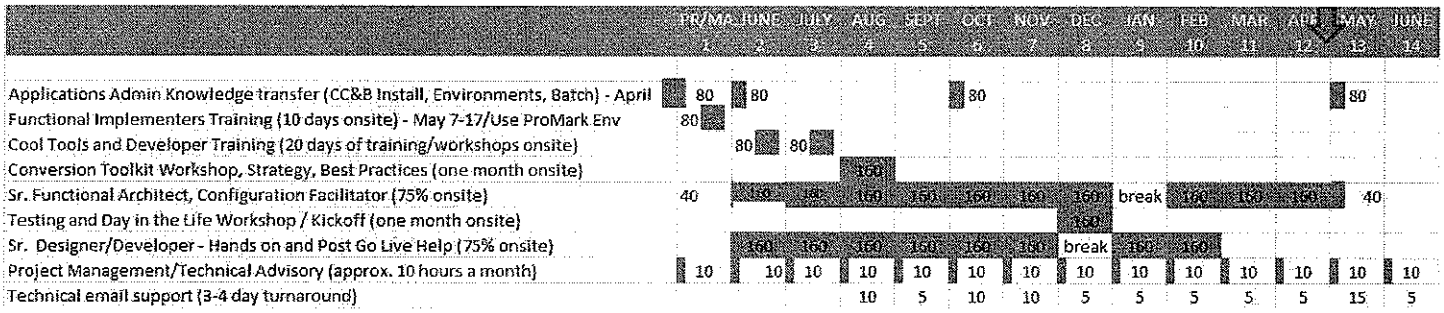
Payment notes: Travel and other reimbursable expenses may be billed monthly as incurred up to the allowance specified, and are subject to the terms outlined in Section B-3, Prices / Costs.

C-3 Deliverables

Major project deliverables shall be as described in Exhibit 1, Payment Schedule and Exhibit 2, Project Schedule. All deliverables for payment must be accepted in writing by the Project Manager by completion of an acceptance form as shown in Exhibit 4, Delivery Acceptance Form. In addition to major project deliverables, the Company shall provide a monthly Progress Report which shall include, at minimum, the following:
- Description of services completed the preceding month
- Billing Progress Summary (see Exhibit 3)
- Areas of concern for Project completion, timeliness

The Company shall submit the Progress Report to the Project Manager for review and approval once every month. A signed copy of the most recent Progress Report must be submitted with each invoice.

The Company resource and hours plan is per the estimates in the table below:



C-4 City Responsibilities

(a) General:
- (i) The City will provide onsite computing resources and desk space for up to three Company staff members, plus a dedicated conference room for regular team meetings.
- (ii) The City will provide facilities for all hands meetings and other group assemblies as required during the course of the Project.
- (iii) The City will be responsible for all environment support, including servers, application, network, communications, and software.
- (iv) Formal training, installation, and all workshops will be scheduled in advance as part of the Project planning process. Should the City need to reschedule any of these events, the City will provide a minimum of 30 days advance notice.

(v) The City will provide a Project Manager and core team members to work the majority of their time on the Project, per the estimates in the table below

	PR/MA 1	JUNE 2	JULY 3	AUG 4	SEPT 5	OCT 6	NOV 7	DEC 8	JAN 9	FEB 10	MAR 11	APR 12	MAY 13	JUNE 14
Applications Administration (support environments), DBA	0.25	1	1	0.75	0.5	0.5	1	1	1	0.5	0.5	1	0.5	0.5
Functional - Configuration, Requirements, Data Cleansing, Testing (2.5)	2.5	2.5	2.5	2.5	1.5	1.5	1.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
Data Conversion Programming - Legacy Extracts			1	1	1	0.25	0.25	0.25	0.25	0.5	0.5	1		
Data Conversion Programming - Mapping and Logic into Oracle CC&B			1	1	1	1	1	1	1	1	1	1	1	
Development of Custom Modifications and Interfaces (2 to 3)	2	2	2	2	2	2	2	2	2	1.5	1.5	1.5	1.5	1.5
Development of Reports (.25)	0.25	0.25	.25	.25	.25	.25	.25	.25	.25	.25	.2	0.2	0.2	0.25
Training Materials Preparation and Delivery (.25 --> 1.0)	.25	.25	.25	.25	.25	.25	.25	.25	.25	.25	.25	.25	.25	.25
Project Manager (.75)	.75	.75	.75	.75	.75	.75	.75	.75	.75	.75	.75	.75	.75	.75

(b) Install Phase:
(i) The City will dedicate and make available to the Company Oracle-specified CC&B application and development workbench platforms prior to the start of the Project.
(ii) The City will assist the Company with the initial installation of one instance, and will perform all subsequent instance installations.
(iii) The City will be responsible for configuration updates after installation.

(c) Training Phase: The City will provide facilities for training and will coordinate attendance of appropriate City staff members.

(d) Configuration and Test Phase:
(i) The City will be responsible for any and all business process redesign activities.
(ii) The City will complete detailed requirements for system functionality before the beginning of the Configuration phase.
(iii) The City will be responsible for writing all process flows (As Is and To Be) and detailed requirements for modifications and interfaces.
(iv) The City will setup a third party batch scheduler if used, or workflow within CC&B, and will set up CC&B batch job chains.
(v) The City will be responsible for all modification, interface and report development, with high level support from the Company as discussed in Section C-2(d).
(vi) The City will enter and maintain configuration spreadsheets.
(vii) The City's subject matter experts will attend required meetings and make timely decisions.
(viii) The City will generate extract files from source system(s) for data conversion, with guidance from the Company.
(ix) The City will be responsible for data conversion programming, data cleansing, data migration, and conversion execution.

(e) User Acceptance Testing Phase: The City will provide testing staff and will be responsible for testing the system.

(f) Go Live: The City's Project team staff will be available during Go Live to assist the Company as needed.

SECTION D – Special Clauses

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

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

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

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor

495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY: ProMark Solutions, LLC
9733 Camden Hills Avenue
Las Vegas, Nevada 89145

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

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

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

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

D-2 Project Manager/Company Representative [CAO-7/24/08]

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

(b) The Company designates Maryann Walsh Wolff as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

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

D-4 Intellectual Property Rights [R]

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

The City acknowledges that Company provides consulting and development services to other clients and agrees that nothing in this Agreement shall be deemed or construed to prevent Company from carrying on such business or developing for itself or others materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables provided hereunder. In particular, the City agrees that, notwithstanding anything to the contrary set forth herein: (i) Company shall have the right to retain a copy of each of the Deliverables for its records; (ii) as part of Company's provision of the Services hereunder, Company may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for the City, including without limitation computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Company, a parent or affiliated company of Company, or by third parties under contract to Company or to a parent or affiliated company of Company (all of the foregoing, collectively, "Company's Information"); and (iii) Company's Information and Company's administrative communications, derivative works, records, files and working papers relating to the Services shall remain the sole and exclusive property of Company.

To the extent that Company incorporates any of Company's Information into the Deliverables, and effective upon full and final payment by the City for the Deliverables required by the Agreement, Company hereby grants to the City a royalty-free, non-exclusive, nontransferable, internal use, object code license to use such Company's Information solely in

connection with the City's use of the Deliverables in accordance with any limitations set forth in the Agreement. Nothing in this Section D-4 shall be deemed to permit the City to disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify, create derivative works of, or transfer any of Company's Information to a subsidiary, affiliate, or third party without the prior, written consent of Company.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

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

SECTION E – General Clauses

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

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

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

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

E-2 Notice of Delay [R]

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

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on non-availability of Company provided personnel, resources, data, or equipment. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery for servicers not dependent upon the City's delayed performance.

(c) Should either party feel the other party's non-availability of resources as discussed in sections (a) and (b) above will jeopardize its ability to meet its contractual responsibilities or timelines, the at-risk party will immediately request a meeting with Company and City management personnel, to include City Purchasing contract administration personnel, to discuss the risks and any necessity for an extension of scope or timelines.

E-3 Termination for Convenience [R]

With sixty (60) day notice, the City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice

from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, including prorated services for fixed price deliverables, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company, including services performed through the notice period until termination.

E-4 Termination for Default [R]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
(ii) Make progress, so as to endanger performance of this Contract; or
(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within thirty calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

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

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D,

inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Commercial Automobile Liability Insurance of limits not 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 in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately on notification of selection. Award is conditional on verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds on all policies with the exception of professional Liability Insurance. Such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company, or charge the replacement insurance costs back to the Company.

(f) At the Company's option, any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements specified above, and as required in this paragraph, or the Company may instead demonstrate adequate coverage of subcontractor through Company's insurance.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [R]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any services-related money (not reimbursable charges) due and owing the Company under this Contract, up to a maximum withheld of $50,000, until the claim has been resolved. This is in addition to, and does not limit, any other remedies available to the City.

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

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

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

E-8 Waiver [CAO-7/24/08]

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

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

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

the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

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

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

E-11 Independent Contractor [CAO-7/24/08]

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

E-12 Severability [CAO-7/24/08]

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

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

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

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

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

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

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Exhibit 5 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

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

E-18 Confidentiality – City Information [R]

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

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

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

(d) The Company understands that the City is subject to public records laws established by the State of Nevada. Nothing in this Contract shall supersede the City's responsibilities to disclose public records as required by law. This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are public records, and will not be considered confidential information.

E-19 Marketing Restrictions [CAO-7/24/08]

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

E-20 Limitation of Funding [CAO-7/24/08]

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

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following: (i) Description of services to be performed; (ii) Time of performance (i.e., hours of the day, days of the week, etc.); (iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Exhibit 1	Payment Schedule Paragraph B-3(a)	1
Exhibit 2	Project Schedule Paragraph B-5(b)	1
Exhibit 3	Billing Progress Summary Section C-3	1
Exhibit 4	Delivery Acceptance Form Section C-3	1
Exhibit 5	Certificate – Disclosure of Ownership/Principals Paragraph E-16(c)	2

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

3-14-12
Date

PROMARK SOLUTIONS, LLC

MARYANN WALSH WOLFF, Managing Partner

"Company"

Payment Schedule
Exhibit 1

Pay Item No.	Description and reference	Unit of measure	Amount	Extended Amount
1	Formal Classroom Training, Section C-2(a)	Fixed price per course	$18,000	$54,000
2	Initial Install, Section C-2(b)	Fixed price lump sum	$10,400	$10,400
3	Acceptance of installation documentation, Section C-2(b)	Fixed price lump sum	$10,400	$10,400
4	Data Conversion Workshop, Section C-2(c)(i)	Fixed price lump sum	$28,000	$28,000
5	Environment Management Workshop, Section C-2(c)(ii)	Fixed price lump sum	$10,400	$10,400
6	Batch Workflow Set Up, Section C-2(c)(ii)	Fixed price lump sum	$10,400	$10,400
7	Test script Templates, Section C-2(c)(iii)	Fixed price lump sum	$12,000	$12,000
8	Day in the Life Workshop, Section C-2(c)(iii)	Fixed price lump sum	$12,000	$12,000
9	Modification, Interface and Report Design Specifications, Section C-2(d)	Fixed price lump sum	$34,100	$34,100
10	Delivery of each modification, report or interface, Section C-2(d)	Fixed price per deliverable	$3,055	$88,595
11	Acceptance of all Modification, Interface and Report Designs, Section C-2(d)	Fixed price lump sum	$13,705	$13,705
12	Acceptance of Configuration Workshop Agenda and Workbook Template, Section C-2(e)	Fixed price lump sum	$39,060	$39,060
13	Configuration Workshops, Section C-2(e)	Fixed price lump sum	$48,825	$48,825
14	Configuration Workshops, Section C-2(e)	Fixed price lump sum	$48,825	$48,825
15	Configuration Workshops, Section C-2(e)	Fixed price lump sum	$39,060	$39,060
16	Acceptance of Configured Instance, Section C-2(e)	Fixed price lump sum	$19,530	$19,530
17	Functional Architecture Assistance, Section C-2(f)	Not to exceed 420 hours	$155	$65,100
18	Design/Developer Assistance, Section C-2(g)	Not to exceed 400 hours	$155	$62,000
19	Project Management Advisory Assistance, Section C-2(h)	Not to exceed 140 hours	$175	$24,500
20	Email Support, Section C-2(i)	Not to exceed 80 hours	$130	$10,400
21	Reimbursable Expenses	Bill at cost	N/A	$113,680
	Total			**$754,980**

Project Schedule
Exhibit 2

The schedule for major deliverables below is estimated. The Company and the Project Manager intend to jointly agree on a firm and detailed schedule within the first 60 days of the Project.

Project phases will generally overlap in order to provide the most cost effective and time effective Project implementation. The kick off for subsequent phases before the acceptance of a prior phase will be done by mutual agreement between the City and the Company.

Phase	Name	Completion Milestone	Anticipated Completion Date
1	Install	Project Manager signs acceptance for completion of installation of first instance of CC&B.	2 months after Award
2	Training	Project Manager signs acceptance for completion of three formal training classes identified in Section C-2(a).	3 months after Award
3	Design Specifications	Project Manager signs acceptance for completion of high level design specifications identified in Section C-2(d).	4 months after Award
4	Configuration	City completes configuration of first instance of CC&B.	6 months after Award
5	Testing	City completes test of first configured instance of CC&B.	7 months after Award
6	Conversion	City completes conversion of all data to first configured instance of CC&B.	9 months after Award
7	User Acceptance Testing	City completes user acceptance testing of CC&B instances.	12 months after Award
8	Go Live	City signs acceptance for completion of first live instance of CC&B.	13 months after Award

Billing Progress Summary
Exhibit 3

Exhibit 3 - Billing Progress Summary

To be completed monthly by Company and submitted with Progress Report

Pay item	Pay item description	Contract Amount	Billing rate	NTE Hours	Reimbursable Allowance	Amount billed to date	Reimbursables billed to date
1	Formal Classroom Training	$54,000.00	$18,000 ea	N/A	$ 8,760.00		
2	Initial Install	$10,400.00	lump sum	N/A	$ 5,500.00		
3	Installation Documentation	$10,400.00	lump sum	N/A	$ -		
4	Data Conversion Workshop	$28,000.00	lump sum	160	$ 3,360.00		
5	Environment Management Workshop	$10,400.00			$ 3,360.00		
6	Batch Workflow Setup	$10,400.00	lump sum	160	$ 3,360.00		
7	Test Script Templates	$12,000.00			$ 3,360.00		
8	Day in the Life Workshop	$12,000.00	lump sum	160	$ 3,360.00		
9	Modification, Interface, Report Specifications	$34,100.00	lump sum	N/A	$ 9,493.00		
10	Delivery of Modification, Interface, Report	$88,595.00	$3,055 ea	N/A	$ 9,493.00		
11	All Modification, Interface, Report Designs accepted	$13,705.00	lump sum	N/A	$ 9,494.00		
12	Configuration Workshop Agenda and Workbook	$39,060.00			$ 8,008.00		
13	Configuration Workshops	$48,825.00	lump sum	N/A	$ 8,008.00		
14	Configuration Workshops	$48,825.00			$ 8,008.00		
15	Configuration Workshops	$39,060.00			$ 8,008.00		
16	Acceptance of Configured Instance	$19,530.00	lump sum	N/A	$ 8,008.00		
17	Functional Architecture assistance	$65,100.00	$ 155.00	420	$ 7,050.00		
18	Design/Developer assistance	$62,000.00	$ 155.00	400	$ 7,050.00		
19	Project Management Advisory assistance	$24,500.00	$ 175.00	140	$ -		
20	Email Support	$10,400.00	$ 130.00	80	$ -		
	Total	**641,300.00**			**$ 113,680.00**	**$ -**	**$ -**

Delivery Acceptance Form
Exhibit 4

MILESTONE DELIVERABLE ACCEPTANCE

[ORACLE CC&B IMPLEMENTATION]

DELIVERABLE NUMBER AND DESCRIPTION:
ACCEPTANCE CRITERIA:
DELIVERABLE COMPLETION DATE:

Project Manager Acceptance

☐ Approved ☐ Disapproved

Name Kathleen Fauerbach Signature _____ Date _____

Business Owner Acceptance

☐ Approved ☐ Disapproved

Name _____ Signature _____ Date _____

Remarks:

Acceptance Log

[ORACLE CC&B IMPLEMENTATION]

#	Deliverable	Date Submitted	Approved or Rejected	Date of Action
1.				
2.				
3.				
4.				
5.				

FORM B - 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 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
ProMark Solutions LLC	**Subject Matter of Contract/**
Name **Maryann Walsh Wolff**	**Oracle Implementation Consultant**
Address **9733 Camden Hills Ave, Las Vegas, NV 89145**	
Telephone **702-755-0688**	
EIN or DUNS **27-1913674**	**RFP# 110222-PH**

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.	Maryann Walsh Wolff	9733 Camden Hills Ave, Las Vegas, Nv	702-755-0688
2.	Michael Stein	1907 Winsted Ln #1, Austin, TX	214-263-8454
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Maryann Walsh Wolff
Name

Sept. 5, 2011
Date

Subscribed and sworn to before me this 5 day of SEPT., 2011

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MEL CAPLAN
No: 97-0741-1
My Appointment Expires Mar. 24, 2015

FORM B - 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 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
ProMark Solutions LLC	**Subject Matter of Contract/**
Name **Maryann Walsh Wolff**	**Oracle Implementation Consultant**
Address **9733 Camden Hills Ave, Las Vegas, NV 89145**	
Telephone **702-755-0688**	
EIN or DUNS **27-1913674**	**RFP# 110222-PH**

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.	Maryann Walsh Wolff	9733 Camden Hills Ave, Las Vegas, Nv	702-755-0688
2.	Michael Stein	1907 Winsted Ln #1, Austin, TX	214-263-8454
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Maryann Walsh Wolff
Name

Sept. 5, 2011
Date

Subscribed and sworn to before me this 5 day of SEPT., 2011

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MEL CAPLAN
No: 97-0741-1
My Appointment Expires Mar. 24, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
For possible action to revise Purchase Order No. 295498 to increase the construction conflicts and contingency reserve for Bid No. 11.1730.24-TB, Huntridge Phase 6 between Oakey Boulevard to the south, Charleston Boulevard to the north, from Rexford Place to the west and Ninth Street on the east - Department of Public Works - ($570,000 - Public Works Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $570,000
Funding Source: Public Works CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Additional contingency is required to fund pending and future change orders to resolve discrepancies between the design documents and existing field conditions. This includes funding to expedite project completion.

PCC: E. Vandyck

RECOMMENDATION:
That City Council approve the revision of Purchase Order No. 295498 to increase the construction conflicts and contingency reserve for Bid No. 11.1730.24-TB, Huntridge Phase 6 in the amount of $570,000 for a total contingency amount of $853,619.94.

BACKUP DOCUMENTATION:
Contract Memo

Contract Memo

City of Las Vegas
Department of Public Works

Date: 3/7/2012

To: **Kathy Rainey**, Manager, Purchasing & Contracts

From: **Jorge Cervantes, P.E.**, P.T.O.E., Public Works Director

Re: **Modification to Increase the Construction Conflicts & Contingency Reserve Amount**

Upon your review and approval, please process the following contingency increase request.

Project:	**Huntridge Phase 6**	Ward Number:	3
Contractor:	**Tand Inc.**	Project Hansen Number:	18931
Bid #:	**11.1730.24**	Construction Contract P.O. #:	**295498**
Public Works Project Manager:	Christopher Plutte, P.E.	Phone:	6736
Purchasing Contract Specialist:	Eugenia Vandyck	Phone:	2015

ENCUMBERANCES	P.O. Contract Amount	P.O. Contingency *(Construction Conflicts & Contingency Reserve)*	Contingency as Percent of Award
Orig Contract & Contingency Award:	$3,637,408.72	$283,619.94	7.80%
Previous Approved Contingency Increases:		$0.00	0.00%
Total	**$3,637,408.72**	**$283,619.94**	7.80%
Amount of Contingency Used as of 3/7/2012		$281,597.86	7.74%

		Proposed Total Contingency as Percent of Award
Amount of this Request for Contingency Increase:	**$570,000.00**	23.47%

FUNDING SOURCES FOR THIS INCREASE

Funding Source	Org	Amount	Account #	WA#	Task	Option
Room Tax	40311	$170,000.00	880500	WU7170		
LVVWD	40311	$400,000.00	880500	WU8026		
	Total	$570,000.00				

Continued on next page

SUMMARY OF PREVIOUS CONTINGENCY USES

Change Orders by Reason Code as of:		Contingency Used as Percent of Award
Design & drawing deficiencies & codes:	$120,235.35	3%
Owner directives:		0%
Unforeseen conditions & events:	$161,362.51	4%
Amount of Contingency Used to Date:	**$281,597.86**	**7.74%**

Percent of Previous Approved Contingency Used to Date:	99.29%
Amount of Previously Approved Contingency Remaining:	$2,022.08
Percent of the Construction Completed to Date:	30.00%

Justification for Contingency Increase

The project has had numerous problems from start of construction that have resulted in a large number of executed, pending and anticipated change orders. These included change orders for owner caused delays and a pending expediting change order at the request of the City Manager and the Ward Councilman to get the project back on schedule. The change orders generally relate to conflicts discovered during construction including shallow utility conflicts within the pavement section, deep utility conflicts with the water main and grade conflicts with existing edge conditions. The attached spreadsheet shows executed and pending change orders. The requested increase in contingency will cover those change orders as well as anticipated change orders for continuing impacts from the aforementioned conflicts.

If this increase is granted, the contingency should be sufficient to complete the project.

Attached is a list of change orders to date and a list of known future change orders.

APPROVALS

Initials	*Date*	
MAS	3-21-12	Mark Sorensen, P.E.
SPL for DB	3/19/12	David Bowers, P.E., P.T.O.E.
J. C.	3/22/12	Jorge Cervantes, P.E., P.T.O.E.
KC	3/22/12	Kathleen C. Rainey, Manager, Purchasing and Contracts

SUMMARY OF APPROVED CHANGE ORDERS FOR CONTRACT 11.1730.24-TB

CO #	Description	Total
1	Sewer Main Revisions	$12,664.86
3	Owner Caused Delays	$87,750.00
4	Water Lateral Revisions	$127,075.00
8	Water Main Revisions	$54,108.00

Total of Previous Approved Change Orders $281,597.86

SUMMARY OF ANTICIPATED EXPENSES FOR CONTRACT 11.1730.24-TB

Pending Change Order Requests

CO #	Description	Total
TBD	Additional Survey, Regrading and Curb/Sidewalk	$25,000.00
TBD	Additional Waterline Conflicts	$30,000.00
TBD	ADA Ramp Revisions, Crash Cap Adjustments, Added Potholing	$50,000.00
2	Additional Curb Removal and Replacement	$17,000.00
5	Extra Water Survey	$2,560.00
6	Expediting the Project	$170,000.00
7	Deeper Water Main	$13,128.00
Additional funding restores contingency to about 7% as the project is still far from complete and additional water lateral, expediting, and regrading change orders are likely as well as change orders regarding the pavement section.		$262,312.00

Total Increase to Conflicts and Contingency Reserve Requested: $570,000.00

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
For possible action to approve award of Agreement No. 120112-DD, Pierce Fire Vehicles - Department of Fire and Rescue - Award recommended to: PIERCE MANUFACTURING INCORPORATED ($1,884,150 - Fire Services Capital Projects Fund) - All Wards

Fiscal Impact

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

Amount: $1,884,150
Funding Source: Fire Services CPF
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
This request provides for the purchase of two Pierce 100' Aerial Platform Vehicles for Fire and Rescue. These vehicles will replace outdated units to enable an update to the existing and reserve fleets. This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(d), Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: D. Dixon
POC: Lindsey Mordoff - (541) 393-9560

RECOMMENDATION:
That City Council approve award of Contract No. 120112-DD, Pierce Fire Vehicles to Pierce Manufacturing Incorporated in the amount of $1,884,150. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 120112-DD

PURCHASE AGREEMENT
PIERCE FIRE VEHICLES

THIS PURCHASE AGREEMENT is being entered into this _____ day of _____, 2012, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada, having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and PIERCE MANUFACTURING INCORPORATED (hereinafter, "Company"), having its principal office at 2600 American Drive, Appleton, WI 54914.

SECTION A – Summary of Agreement

This Agreement sets forth the terms and conditions for the purchase and delivery of the Goods described herein, which, upon execution of the parties forms a legally binding contract.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Purchase Agreement:

(a) *"Award Date"* means the date that this becomes effective, which is entered into the first paragraph above upon execution by an authorized representative of the City.

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

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

(d) *"Company"* means the individual, partnership, limited liability company, or corporation responsible for the performance of this Purchase Agreement.

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

(f) *"F.O.B. Destination"* means the Company is responsible for paying all of the shipping charges to transport the Goods and that it assumes all risks associated with such transportation.

(g) *"Goods"* means the items listed in paragraph B-3 (b)".

(h) *"Prompt Payment Discount"* means a price discount offered by the Company, which applies to the Agreement price if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.

(i) *"Purchase Agreement"* (or *"Agreement"*) means this document, incorporating the provisions of Sections A through F that obligates the Company to deliver certain Goods to the City and for the City to pay the Company upon the City's acceptance of the Goods.

(j) "*Purchase Order"* means the administrative document issued by the City to facilitate the processing of payments for the purchased Goods.

B-2 Agreement Type

This is an Agreement for a one-time purchase of the Goods described in Paragraph B-3 below.

B-3 Pricing

(a) The City will pay the Company a total amount of One Million, Eight-Hundred Eighty Four Thousand, One Hundred Fifty Dollars ($1,884,150.00) for the Goods specified in Attachment 1 "Proposal Option List". Payment will be according to the schedule set forth in paragraph B-3 (b).

(b) The Company will invoice and the City will pay in accordance with the following schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
AK349	Truck Chassis for 100' Quantum (Attachment 1) Payment Due 8/15/2012	2	$339,797.00	$679,594.00
AK349	Aerial Device for 100' Quantum (Attachment 1) Payment Due 9/15/2012	2	$293.995.00	$587,990.00
AK349	Quantun 100' PAP Non-Quint Aerial Trucks (Attachment 1) Final Payment Due 11/15/2012	2	$308,283.00	$616,566.00
			TOTAL	**1,884,150.00**

(c) The prices set forth in (b), above, include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Agreement

B-4 Taxes

The City is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statues 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) set forth in Paragraph B-3 are net, exclusive of these taxes. The Company shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Goods delivered under this Agreement. The Company agrees to defend, indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

B-5 Billing and Payment

(a) The City will issue a Purchase Order, subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and does not represent the ordering of any additional quantities of the Goods. Beyond what is set forth in this Agreement. The Agreement number will be reflected on the face of the Purchase Order.

(b) The Company shall submit a detailed invoice to the City per payment schedule set forth in Paragraph B-3. All invoices should (i) state the date and number of the invoice, (ii) identify charges against specific Purchase Order item numbers, (iii) reference the assigned Purchase Order and Agreement number and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the Goods for which payment is requested. **Invoices received without a valid purchase order number will be returned unpaid.** Invoices for partial shipments must only include items actually sent in the partial shipments.

(c) Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
495 S. Main Street
Las Vegas, NV 89101

B-6 Delivery Schedule

The Company shall deliver the Goods to the City no later than 250 calendar days after order placement date. City is responsible for returning approval package on or before 21 calendar days from receipt of package. Delivery date will be extended for each day the approval package has not been returned past the 21 calendar days.

B-7 Delivery – F.O.B. Point

(a) The Company shall deliver the Goods, F.O.B. Destination, to the following address:

City of Las Vegas, Fire & Rescue Department
3140 E. Bonanza Road
Las Vegas, NV 89101

(b) The Company shall pay all freight charges. The Company shall file all claims and bears all responsibility for the Goods from the point of origin to the City's destination. The vehicles may be driven up to a maximum of 3000 miles. All prices shall include delivery as well as any necessary unloading.

B-8 Partial Shipments

Partial Shipments are allowed.

B-9 Additional Delivery Instructions

The Company shall provide 10 days notice to the City in advance of delivery. The City reserves the right to refuse delivery if advance notice is not given. Notice shall be provided to Gary Suan at (702) 229-4690.

B-10 Liquidated Damages

(a) The Company hereby acknowledges that time is of the essence in the delivery of the Goods under this Agreement. The Company further acknowledges that in the event the Goods are not delivered by the deadline set forth in Paragraph B-6, "Delivery Schedule", the City will suffer damages which are difficult to ascertain, such as, but not necessarily limited to the failure of use of the goods. Because it is difficult or impractical to determine the amount of actual damages which would be incurred by the City, the Company shall pay liquidated damages to the City in the amount of $500.00 per calendar day for each day beyond the deadline through (i) the date that the Goods are finally delivered to the City, (ii) the date of termination of the Agreement, or (iii) the date that substitute Goods are procured and received by the City, whichever is the first to occur.

(b) This clause is intended to compensate for the uncertain damages suffered by the City for failure to deliver the Goods in a timely manner and is in addition to, and not in lieu of, any increased cost which may be incurred by the City in procuring substitute Goods (the recovery of which is provided for in Paragraph E-3(c), "Termination for Default"). The Company will not be charged with liquidated damages when the delay in delivery is beyond the control and without the fault or negligence of the Company as defined in Paragraph E-3(d), "Termination for Default". Should the City determine that liquidated damages are to be assessed, the City will provide notice to the Company pursuant to Paragraph D-1, "Legal Notice", and will process a credit against any unpaid Company invoice(s) approximately ten (10) working days after notice is sent. Failure to agree on the amount of liquidated damages assessed is subject to resolution under Paragraph E-1, "Disputes".

SECTION C – Specification/Statement of Work

C-1 General

(a) The Company shall deliver the Goods to the City under the terms and conditions set forth in this Purchase Agreement.

(b) The Company shall be responsible to pay any and all title fees. Out of State Dealers shall remit the $28.25 Nevada title fee made payable to DMV&PS at time of vehicle delivery.

(c) Dealer's Report of Sale shall be addressed to: City of Las Vegas. Company must furnish a Manufacturers Statement of Origin (MSO)..

C-2 New Goods

The Goods delivered under this Agreement must be new. New Goods are defined as Goods that are made up entirely of unused materials and/or genuine original parts. The Goods must not have been operated for any purpose other than

routine operational testing, except as specifically authorized elsewhere in this Agreement. Demonstrator and reconditioned Goods are not acceptable.

C-3 Material Safety Data Sheets

(a) The Company shall provide the City with current Material Safety Data Sheets (MSDS) for all hazardous Goods delivered under this Agreement.

(b) The Company shall include an applicable MSDS with each individual shipment of hazardous goods shipped under this Agreement.

(c) Submission of MSDS materials to the City is a separate requirement from any that may be contained in the hazardous materials regulations promulgated by the Department of Transportation (49 CFR 100, et. seq.).

(d) The Company shall provide updated MSDS(s) to the City as changes are published.

(e) Inquiries regarding City MSDS requirements should be directed to the following: City of Las Vegas, Human Resources Department, ATTN: Safety/Loss Control Officer, 400 Stewart Avenue, Las Vegas, Nevada 89101.

C-4 Packaging and Shipping

(a) The Company shall ship and deliver the Goods in a manner that assures the Goods are protected against damage, deterioration and contamination.

(b) Vehicles are to be delivered with at least ½ tank of fuel.

C-5 Warranty

(a) The Company offers separate warranties for the custom chassis and the aerial body platform. These warranty provisions are detailed on Attachment 3. All warranty repairs are to be performed on site at City locations when and if possible.

(b) The Company must complete minor warranty replacement or repair within seven (7) calendar days after receipt of notification from the City. The City recognizes major repair may take longer. The Company must inform the City estimated time to repair within seven (7) calendar days after receipt of notification from the City.

C-6 Compliance with Laws

(a) The Company, in the performance of the obligations of this Agreement, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(b) If a City of Las Vegas Business License is required for performance of this Agreement, the Company is expected to maintain that license throughout the term of the Agreement.

SECTION D – SPECIAL CLAUSES

D-1 Legal Notice

(a) All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, Third Floor
495 S. Main Street
Las Vegas, Nevada 89101-2986
Tel: (702) 229-6231
Fax: (702) 384-9964

FOR THE COMPANY: PIERCE MANUFACTURING INCORPORATED
2600 American Drive
Appleton, WI 54915.
Phone: (920) 832-3000
Fax: (920) 832-3084

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

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

(d) For purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, liquidated damages, change orders over $25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

D-2 Inspection and Acceptance

(a) The Goods will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning and conformance to all other requirements of this Agreement. In the event deficiencies are detected, the deficiencies will be reported to the Company Representative to make the necessary repairs, adjustments or replacements in accordance with paragraph C-5 warranty.. No acceptance will be made until the corrective action is completed, and the Goods are re-inspected and accepted by the City.

(b) It shall be the responsibility of the Company to arrange for the return and to pay all costs for return due to its error.

D-3 Contact Personnel

(a) The Company shall appoint a Company Representative to oversee performance of this Agreement, and notify the City in writing of the Company Representative's name, telephone number, and e-mail address. The Company Representative shall be the primary point of contact for all issues involving order fulfillment, payments, quality, and other matters arising under this Agreement. The Company Representative shall be available to discuss Agreement status or performance issues with the City as the need arise.

(b) All Company inquiries to the City should be directed to the Buyer identified on the Purchase Order.

D-4 Rules of Precedence

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

(b) Although any omission in this Agreement may be addressed through an application of the Uniform Commercial Code (U.C.C.) Article 2, the express provisions of this Agreement prevail over the U.C.C.

D-5 Performance Bond

The Company shall furnish Performance Bond to the Owner no later than seven (7) calendar days after notification of award.

If the bond is not submitted within the time specified or not kept in effect during the Contract Term, the Company will pay to the Owner the amount of **$500.00 per calendar day** as liquidated damages. The Owner may also issue a "stop work", place the Company in breach and terminate the Contract.

1. Bond may be secured through the usual sources provided that the Surety is authorized and licensed to do business in the State of Nevada, with the exception of individual surety bonds, which are not acceptable to the Owner.

2. Performance Bond in the amount of one hundred percent (100%) of the Contract Amount ensuring performance of the Contract by the Company.

3. The Performance Bond may be written on the form provided by the Owner.

4. The Company shall require the attorney-in-fact who executes the Performance Bond on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

5. The Bond must be issued by a certified Surety listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable Sureties on Federal bonds, and as acceptable reinsuring companies.

D-6 Vehicle Title

The Company shall furnish copy of Vehicle Identification Number to the City no later than seven (7) calendar days after receipt of payment of Truck Chassis as specified in B-3 Pricing. The Company shall furnish the Title to the City no later than seven (7) calendar days after receipt of payment in full.

SECTION E – GENERAL CLAUSES

E-1 Disputes

(a) In the event of a dispute hereunder, the parties shall attempt to amicably resolve the matter through escalating levels of management. Venue for any litigation shall be in Las Vegas, Nevada. The City retains the right to have any dispute submitted to arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted in the Eighth Judicial Court of the County of Clark, State of Nevada.

E-2 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason. Such termination shall be effectuated by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) calendar days after receipt of an adequately documented written request. The City reserves the right to determine whether the costs billed by the Company through the date of termination are fair and reasonable.

E-3 Termination for Default

(a) The City may, by written notice of default to the Company, terminate this Agreement in whole or in part if the Company fails to:

(i) Deliver the Goods or perform services within the time specified in this Agreement or any extension;

(ii) Make progress, so as to endanger performance of this Agreement; or

(iii) Perform any of the other provisions of this Agreement.

(b) The City's right to terminate this Agreement under (a)(ii) and (a)(iii) above may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Agreement.

(c) If the City terminates this Agreement for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those goods or services. However, the Company shall continue with performance of the Agreement not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Agreement arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, and (ix) unusually severe weather. The time of performance of the Company's obligations under this Agreement shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Agreement pursuant to the terms of Paragraph E-3, "Termination for Convenience".

(e) Either party may terminate this Agreement, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D.1 "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-4 Insurance

The Company shall procure and maintain Workers' Compensation and General Liability Insurance, at its own expense, for all work related to the performance of this Agreement.

a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. **Sole Proprietorships must execute the Declaration of Proprietor Affividavit – Form D in lieu of providing said insurance.**

ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Commercial General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

iii) The Company Shall maintain Commercial Automobile Liability Insurance (ISO Form CA0001 (10 01) Symbol 1 (Any Auto) limits no less than $1,000,000 each accident bodily injury and property damage combined single limit per occurrence.

b) Company must provide required insurance documentation to the City immediately upon notification of selection. Award is conditional upon verification by City that all insurance requirements have been met. All policy certificates will be issued by Hays Group Inc., a Nevada non-resident, license number 8859. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
Purchasing & Contracts
400 Stewart Ave.
Las Vegas, NV. 89101
Senior Buyer: Dan Dixon
Phone: (702) 229-6173 • Fax: (702) 464-2575
Email: ddixon@lasvegasnevada.gov

c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. All policy certificates will be issued by Hays Group Inc., a Nevada non-resident, license number 8859. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

d) The Company's commercial general liability insurance policy is subject to a $3,000,000 self insured retention per occurrence for products liability and $250,000 self insured retention per occurrence for all other claims..

e) Any subcontractor or sub-consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

f) The Company is encouraged to purchase any additional insurance as it deems necessary.

g) Commercial general liability policy provides bodily injury and property damage coverage subject to the policy terms, conditions and exclusions, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-5 Public Records

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

E-6 Indemnity

(a) The Company agrees to protect, indemnify and hold the City, its officers, employees, agents and consultants (collectively herein the "City") harmless from any and all claims, liabilities, losses, damages, suits, actions, fines, decrees and judgments including workman compensation claims, attorney fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, agents or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the City, or (ii) in the performance of the

terms, conditions and covenants of this Agreement, regardless of whether the Liabilities were caused in part by the City. Any money due and owing the Company under this Agreement may be retained by the City for its protection. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

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

E-7 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless the City its officers, employers, agents and consultants(collectively herein the "City) representatives respectively from and against any and all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City, 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 Agreement by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Agreement. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-8 Assignment of Contractual Rights

The Company shall not assign, transfer, convey or otherwise dispose of the Agreement or its right, title or interest in or to the same, or any part thereof, without the prior written consent of the City and any sureties.

E-9 Severability

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

E-10 Audit of Records

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

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

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

E-11 Independent Contractor

The Company represents that it is fully experienced and properly qualified to deliver the Goods provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. The Company shall act as an Independent Contractor and not as the agent of the City in performing the Agreement. The Company shall maintain complete control over its employees and all of its manufacturers, suppliers, and subcontractors. Nothing contained in this Agreement shall create any contractual relationship between any such manufacturer, supplier or subcontractor and City. Company shall perform all work in accordance with its own methods subject to compliance with the Agreement.

E-12 Use By Other Government Entities

The State of Nevada and/or any political subdivisions within the State of Nevada may be granted the privilege of joining this Agreement at the option of the Company only. In the event the Company allows another governmental entity to join this Agreement, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-13 Waiver

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

E-14 Modification/Amendment

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

E-15 Section and Paragraph Headings

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

E-16 Integration

This Agreement represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

E-17 Marketing Restrictions

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

E-18 Limitation of Funding

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

E-19 Changes – Fixed-Price Goods

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

(i) Description of Goods to be provided.

(ii) Time of delivery.

(iii) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the City shall make an equitable adjustment in the Agreement price, the delivery schedule, or both, and shall modify the Agreement.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Agreement.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Agreement as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-20 Counterpart Signatures

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

SECTION F – List of Attachments/Exhibits

The following Attachments and Exhibits are hereby incorporated into this Agreement:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Component List	10/17/2011	12
Attachment 2	Warranty Provision	2/8/2010	1
Exhibit A	Drawing	7/27/2011	1

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-21-12
Deputy City Attorney Date

PIERCE MANUFACTURING INCORPORATED

DAN PETERS,
Senior Vice President

"Company"

PERFORMANCE BOND

BOND NUMBER_____
DATE EXECUTED_____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY, AND EXECUTED BY AN APPOINTED AGENT, BOTH OF WHICH ARE LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE TO THE CITY.

WHEREAS, the Principal identified below has entered into that certain Purchase Agreement Pierce Fire Vehicles dated _____ (herein the "Contract") with the City of Las Vegas (herein the "City"), a municipal corporation within the State of Nevada, which was awarded pursuant to the Bid Documents issued in connection with Bid No. 120112-DD, and which provides for the manufacture and purchase of the fire vehicles set forth therein.

WHEREAS, the Principal is required by the Contract to furnish a bond securing the faithful performance of the Principal thereunder.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety named below, are held and firmly bound unto the City, in the penal sum _____($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Principal (i) shall well and truly perform all of the work described in the Contract within the time and in the manner therein specified, (ii) shall, for a period of five (5) years from the date the work contracted to be performed is completed and accepted by the City, replace and repair any and all defects arising in the work resulting from defective material or workmanship, (iii) shall observe, perform, fulfill, and keep each and every covenant and agreement in the Contract which the Principal is required to keep, perform and comply with under the Contract within the time and in the manner specified therein, and (iv) shall truly and fully comply with all guarantees and warranties set forth in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

For value received, the Surety hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the City, and to fully complete the same with all due diligence and in accordance with the requirements, including the applicable plans and specifications, of the Contract.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

IN WITNESS WHEREOF this instrument has been executed this _____ day of _____, 20_____.

Principal: _____

_____
(Authorized Representative and Title)

By: _____
(Signature to be notarized)

Surety: _____

_____
(State of Nevada, License Number)

_____
(Agent Name)

By: _____
(Signature to be notarized)

Address: _____

_____

Telephone: _____

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Proposal Option List

10/17/2011

Customer :	Las Vegas Fire and Rescue	**Bid Number :**	349
Representative :	Klein Andy	**DB Version:**	02.00.0189.0000
Organization :	Hughes Fire Equipment, Inc	**Bid Date :**	07/12/2011
Requirements Manager:		**Job Number :**	
Description :	100ft PAP Non-Quint 2010		
Body :	Aerial, Platform 100', No Pump, Alum Body		
Chassis :	Quantum, Bright Finish, S Chassis, PAP, 2010		

Line	Option Code	Type	Option Description	Qty
1	0584456		Manufacture Location: Appleton, Wisconsin	1
2	0584452		RFP Location: Appleton, Wisconsin	1
3	0588609		Vehicle Destination, US	1
4	0581863		Boiler Plates, Aerial 100' Platform w/o Pump	1
5	0018180		Single Source Compliance (Aerials)	1
6	0698290		Unit to be Similar in some Aspects Fill in Blank - similar to job #18980	1
7	0533316		Comply NFPA 1901 Changes Effective Jan 1, 2009, With Exceptions	1
8	0533349		Aerial Fire Apparatus	1
9	0588613		Vehicle Certification, Aerial w/o Pump	1
10	0681279		Agency, Apparatus Certification, Aerial w/o Pump, U.L.	1
11	0008036		Career/Paid Department	1
12	0000114		Inspection Trip(s) Fill in Blank - three Qty, - 03	3
13	0092138		Highly Customized Product (HCP)	1
14	0535579		Not Required, Unit of Measure, (no pump, no tank)	1
15	0529326		Bid Bond, 10%, Pierce Built Chassis	1
16	0582694		Performance Bond, 100 Percent w/Warranty Bond, 3 Yrs, and Payment Bond Percentage, Contract - 100	1
17	0000007		Approval Drawing	1
18	0038115		Electrical Diagrams, 12V As-Built on CD, Custom Chassis HDR/Aerial, Multi Unit Diagrams, Hard Copy - Two hard copies Mult Trk Cr, Cust HDR/Aer - Two (2) Truck Order	1
19	0559985		Quantum, Bright Finish, S Chassis, PAP, 2010	1
20	0000110		Wheelbase Wheelbase - 254.25"	1
21	0000070		GVW Rating GVW rating - 74,800 poundes	1
22	0000203		Frame Rails, 13.38 x 3.50 x .375, DLX/Qtm/Enf/AXT/Imp/Vel/Dash CF	1
23	0024856		Frame Liner, Inv "L" 12.68" x 3.00" x .25", Qtm	1
24	0018453		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, DLX/Enf/Qtm/AXT	1
25	0010427		Suspension, Front TAK-4, 22,800 lb, DLX/Enf/Qtm/AXT/Imp/Vel/Dash CF	1
26	0087572		Shock Absorbers, KONI, on TAK-4 DLX/Qtm/AXT/Enf/Imp/Vel/Dash CF	1
27	0000322		Oil Seals, Front Axle	1
28	0078244		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply	1
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
30	0530487		Axle, Rear, Meritor RT50-160, 52,000 lb	1
31	0544244		Top Speed of Vehicle, 60 MPH	1
32	0000572		Suspen, Rear, Hendrickson RT 52,000 lb (spring)	1
33	0000485		Oil Seals, Rear Axle	1
34	0031841		Tires, Rear, Michelin, XZE*, 12R22.50, 16 ply, Tandem	1
35	0019646		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Tandem	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0545826	SP	No Tire Pressure Indicator, Fire Department Omits, Non-NFPA Compliant	1
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0013240		Axle Hub Covers, Rear, S/S Baby Moon (Tandem)	1
40	0012045		Mud flaps, w/Logo Rear	1
41	0558262		Chocks, Wheel, AC-32 Qty, Pair - 02	2
42	0558268		Mounting Brackets, Chocks, AC-32, Horizontal	2

Line	Option Code	Type	Option Description	Qty
			Location, Wheel chock - one on each side in front of the rear wheel	
			Qty, Pair - 02	
43	0519106		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Frt, TAK-4, DLX/Enf/Qtm/AXT/Imp/Vel/Dash CF	1
45	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
46	0058463		Air Compressor, Brake, Bendix 15.8 CFM	1
47	0000789		Brake Reservoirs, Five	1
48	0010799		Air Dryer, Brake, Midland Pure Air Plus	1
49	0000790		Brake Lines, Nylon	1
50	0000855		Air Inlet, w/Disconnect Coupling, Quantum	1
			Location, Air Coupling(s) - f) DS Bumper extension	
			Qty, Air Coupling (s) - 1	
51	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
52	0599755		Engine, DDC DD13, 500 hp, 1650 ft-lb, EPA 2010, Qtm	1
53	0001244		High Idle w/Electronic Engine, Custom	1
54	0590300		Engine Brake, Jacobs, DD13	1
			Switch, Engine Brake - f) DD13	
55	0090133	SP	Drain plug, Engine Oil, Extended with 90 Degree Elbow, 2007/2010 Engines	1
56	0698154		Air Intake, w/Ember separator, Qtm 2010	1
57	0565965		Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Officer Side	1
58	0521146		Exhaust, Modified for Plymovent System, 7.00", 2007/2010 Engines	1
59	0584204		Radiator, Quantum 2010	1
60	0001091		Cooling Hoses, Silicone - Custom	1
61	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
62	0001129		Lines, Fuel	1
63	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle, DD13, ISL9, ISX	1
64	0552777		Fuel Pump for Repriming	1
65	0552712		Not Required, Shutoff Valve, Fuel Line	1
66	0553019		Cooler, Engine Fuel, Imp/Vel, AXT, Qtm, Dash CF	1
67	0535085	SP	Door, Fuel Fill with Cap Holder "Las Vegas"	1
68	0531732	SP	Label, "Ultra Low Sulfur Diesel Fuel Only", Same as Pump Panel Tags, with bezel	1
			Location - at fuel fill	
69	0698384		Trans, Allison Gen IV 4000 EVS P With Prognostics, QXS 2010	1
70	0510876		Transmission, Shifter, 6-Spd, Push Button	1
			Trans, ratio - 4000 EVS, 6Spd	
71	0001475		Transmission Oil Cooler, Internal	1
72	0064469		Diagnostic Software, Allison DOC Package (For Computer)	1
73	0001375		Driveline, Spicer 1810	1
74	0691025		Steering, Sheppard M110 w/tilt, TAK-4, TRW Pump, w/ Cooler	1
75	0001544		Not Required, Steering assist cylinder on front axle	1
76	0509230		Steering Wheel, 4 Spoke without Controls	1
77	0690274		Logo/Emblem, on Dash	1
			Text, Row One - City of	
			Text, Row Three - Fire Dept	
			Text, Row Two - Las Vegas	
78	0596518		Mud Flaps, Front	1
79	0022230		Bumper, Non-extended, QTM	1
80	0002270		Tow Hooks, Chrome	1
81	0002232		Gravel Pan, Non-Extended Bumper	1
82	0559725		Cab, Quantum, 2010, 6700, STD, No Notch, 4dr	1
83	0598638		Cab Lift, Quantum, 2010, Bumper, Manual Back-Up, No Remote	1
84	0087357		Molding, Chrome on side of cab	1
85	0569263	SP	Mirrors, Retrac, West Coast Style, Dual Vision, Remote	1
86	0599728		Cab Door, Quantum, 2010, 4dr, Half-Hgt, Flat Roof, Polished SS	1
87	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Dash CF	1
88	0528251		Electric Door Locks, Cab Doors, QXS, AXT, Sab, Dash CF	1
89	0599710		Cab Step, Quantum, 2010, 4dr, Power	1
90	0501657	SP	Auxiliary Air Compressor, 12V, Qtm Steps, Spcl Plumbing	1
91	0546697		Lights, Cab Inter, Officer and Driver Side, Weldon 8081-8000-13 LED Dome Lts, Gr	1
92	0005772		Fenders, S/S on cab, w/Radius corner, 2.00" wide	1

Line	Option Code	Type	Option Description	Qty
93	0583062	SP	Window, Side of Crew Cab, Fixed, Quantum-S, DS Only	1
94	0012094		Windows, Delete Rear of Crew Cab	1
95	0096015	SP	Panel, Brushed Stainless Steel, Quantum Cab Dashboard, PS	1
96	0062158		Vinyl, Covered Rear Wall	1
97	0002277		Cab interior vinyl, Quantum	1
			Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	
98	0012430		Cab Interior, paint color	1
			Color, Cab Interior Paint - a) gray	
99	0002069		Floor, Quantum Cab, Aluminum Treadplate	1
100	0002288		Heater/defroster, Quantum	1
101	0002301		Heater, Crew cab Sab/Qtm/DLX/Enf	1
102	0690000		Air Conditioning, 2010 Quantum, Non-Raised Roof	1
103	0022578		Filter, Air Intake, Air-Conditioning, Qtm/Enf/Sab	1
104	0690389	SP	Air conditioning, Badge Aire, 115V, Cab Roof, Cool Only, Aerial	1
105	0597302		Sunvisor, Smoked Lexan	1
106	0512738		Grab Handles, Driver Side Low & Officer's Side Low, QTM	1
107	0693332		Light, Truck-Lite 44308C LED Grommet Mt, Eng Compt	1
			Qty, - 01	
108	0681753	SP	Map Box, 2 Bin/30 Deg Slant, 3.00"W bins, Qty, DLX/Enf/Sab/AXT/Imp/Vel	2
			Location - install two on the rear wall above the EMS compartment, side by side	
			Qty, - 02	
109	0684294	SP	Map Pockets, S/S, 13.50" W x 10.00" H x 1.50" Btm/2.00" Top DP, Cab Drs	1
110	0583042		Side Roll and Frontal Impact Protection	1
111	0000109		Seating Capacity, Cab	5
			Qty, - 05	
112	0697005		Seat, Driver, Pierce PS6, Premium, Safety, Air Ride Hi-Back	1
113	0696988		Seat, Officer, Pierce PS6, Premium, Safety, Air Ride, SCBA, Qtm 2010	1
114	0002517		Not Required, Radio Compartment	1
115	0122183		Seat, Rr Facing C/C, DS Outboard, Pierce PS6, Premium, Safety, SCBA	1
116	0102783		Not Required, Seat, Rr Facing C/C, Center	1
117	0680517	SP	Cabinet, EMS, Rear Facing, PS,65 W x 26 H x 24 D, Web Net, Ext Acc, Qtm	1
			Light, Short EMS Compt - Amdor, Right Side	
118	0199328		Seat, Forward Facing C/C, DS Outboard, Pierce PS6, Base Safety, SCBA, Foldup	1
119	0684739	SP	Cabinet, Storage, Forward Facing, Center, 38 W x 28 H x 19 D, 3 Drawwer, Qtm	1
120	0199326		Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Base Safety, SCBA, Foldup	1
121	0553149		Not Required, Change Rear Facing Center Seat Positions	1
122	0062358		Upholstery, Seats In Cab, All 911, Tuff-Tex/Vinyl	1
			Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	
123	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
124	0067808		Seats, 2" Larger Bottom Cushion, SCBA Positions	1
			Location - officer	
			Qty, - 1	
125	0553381		Seat Belt Height Adjustment, AXT/QTM	1
126	0547293		Seat Belts, Red	1
127	0566465	SP	Seat Belt Monitoring, NFPA 2009, Command Zone Color Display	1
128	0543133		Bracket, Helmet Holder, Zico UHH-1	1
			Qty, Helmet Storage Brkt - 5	
129	0509984		Lights, Dome CC, (2) Weldon, 8081-8000-13, LED, Red/Clear, Gry Bezel	1
130	0085995		Spotlight, GOLIGHT 2020 Remote Cntrl, w/Ped, Cab Rf 2Lts	1
			Location - one each side, top of cab	
131	0556186		Handlights, (4), Streamlight, Survivor C4 LED, 12v, Orange, 90503 Steady Charge	1
			Location, lights - locate in the crewcab at the mid-construction inspection	
132	0545923		Handlight, Streamlight Fire Vulcan, 44401 Single-Filament w/Rear LED 12v, Orange	2
			Location, lights - locate in the crewcab at the mid-construction inspection	
			Qty, Lights - 02	
133	0579899		Cab Instruments, Ivory Gauges, Black Bezels, D Series, QXS 2010	1
134	0002544		Air Restriction Indicator - Pierce Chassis	1
135	0543848		Light, Do Not Move Apparatus, Whelen 5SR00FRR LED	1
			Alarm, Do Not Move Truck - a)alarm	

Line	Option Code	Type	Option Description	Qty
136	0092565		Messages, Open Door/Do Not Move Truck - DLX/QX	1
137	0509921		Switching, Cab, Membrane, Impel/Velocity/Quantum, AXT MUX, Dash CF Location, Emerg Sw Pnls - Driver's Side Overhead	1
138	0002565		Hourmeter, Aerial Inside Cab	1
139	0002615		Switch, Aerial 12V Master	1
140	0002617		PTO switch, w/light - aerial	1
141	0686687	SP	Wiring, Customer Installed Radio, Battery, Ignition & Ground Location - route to behind the officer's seat Qty, - 02	2
142	0548004		Wiring, Spare, 15 A 12V DC 1st 12vdc power from - a) battery direct Location - forward wall of compt P1 as high as possible Qty, - 01 Wire termination - p) 15 amp power point plug	1
143	0547322		Wiring, Spare, 15 A 12V DC, Switch Feature 1st 12vdc power from - b)switched battery Location - per the switch panel layout in switch assemblies 1, 6, &10 Qty, - 03 Switch, Lt Control 1 DC - ds) DS Switch Panel Switch, Lt Control 2 DC - c) Command Switch Panel Wire termination - b) butt splice	3
144	0548013		Wiring, Spare, 20 A 12V DC 2nd 12vdc power from - a) battery direct Location - locate in the forward facing EMS compartment in the crewcab. Locate between the recess for the radios Qty, - 01 Wire termination - t) terminal strip	1
145	0548007		Wiring, Spare, 15 A 12V DC 3rd 12vdc power from - a) battery direct Location - locate in the forward facing EMS compartment. Locate below the top between the recessed for the radios Qty, - 01 Wire termination - t) terminal strip	1
146	0548006		Wiring, Spare, 15 A 12V DC 2nd 12vdc power from - a) battery direct Location - on end of instrument panel per layout Qty, - 03 Wire termination - p) 15 amp power point plug	3
147	0548009		Wiring, Spare, 20 A 12V DC 1st 12vdc power from - a) battery direct Location - in the area of the radiator so customer can mount a gate opener and one under the officers seat Qty, - 02 Wire termination - b) butt splice	2
148	0683431	SP	Vehicle Roll Alert System, Stability Dynamics, LG Alert, Above Heat Cntrl, Qtm	1
149	0087852		Vehicle Information Center, 7" Color Display, MUX	1
150	0543930		Vehicle Data Recorder, Dual Module	1
151	0684375	SP	Intercom, David Clark, 6-Pos, 3-Radio, D,O,3C,T (Outboard Crew Seating) location, intercom, C Cab - 3) 2 forward and 1 rear facing	1
152	0006208		Cable, Radio to Intercom Interface, David Clark, Single Radio, First Two-Way Make/Model - Motorola XTL 5000	1
153	0597906		Headset, David Clark, H3441 Under Helmet, Flex Mic, One Slotted Ear Cup Location - driver Qty, - 01	1
154	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic Location - officer, 3 crew, turntable Qty, - 05	5
155	0020335		Hangers, For Headsets, Each Location - D, O, 3crew, Turntable Qty, - 06	6
156	0682830		Antenna, GPS, For Standard NMO Mount Location - locate behind lightbar	1

Line	Option Code	Type	Option Description	Qty
157	0505836		Antenna, Mount Only, For 2-way Radio, Std, DLX/Enf/AXT/Dash CF, Location Feature Location - passenger side Location, Antenna Cable - a)officer seat box Qty, - 01	1
158	0684371	SP	Antenna Whip, Antenex 800MHz Location - route to behind officer's seat Qty, - 01	1
159	0540118		Camera, Safety Vision, Pierce Display, Rear Camera Only Camera System Audio - Speaker Behind Driver	1
160	0511071		Guard, 4-Way, Rear Vision Camera	1
161	0525463		Pierce Command Zone, Advanced Electronics & Control System, Diag LED, QX,D Ser	1
162	0523907		Wiring, Quantum, D Series	1
163	0098841		Batteries, (6) Deka Grp 31, 1000 CCA each, Threaded Stud	1
164	0008621		Battery System, Single Start, All Custom Chassis	1
165	0042699		Battery Compartment, DX/Enf/QX	1
166	0531338		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 091-9-1200	1
167	0022776		Location, Charger/Compr, w/location feature Location - install on front wall as high as possible	1
168	0530949		Location, Battery Charger Indicator, Driver's Seat Riser	1
169	0507624		Shoreline, 30A 120V, Kussmaul Auto Eject, "Super" Color, Kussmaul Cover - b) red Connection, Shoreline - battery charger, air conditioning, and shoreline receptacle Qty, Shoreline - 1	1
170	0026800		Shoreline Location Location, Shoreline (s) - 34) DS Extd Bumper	1
171	0036800		Switch, Auto Transfer, Up to 30Amp Connection, Transfer Swit - receptacle in cab and the 120 Volt air conditioning system	1
172	0029142		Jumper Studs, w/Location Feature Location - IN THE PASSENGER SIDE BUMBER EXTENSION WITH THE CAB LIFT	1
173	0566294		Alternator, 430 amp, Niehoff C680-1	1
174	0075020		Load Manager/Sequencer, QX Enable/Disable Hi-Idle - e)High Idle enable	1
175	0075016		Cab Lighting, QX, LED Platform	1
176	0090155		Lights, Identification/Clearance, Rear, Truck-Lite, 35017R LED	1
177	0514453		Light, Marker End Outline, Rubber Arm, LED Marker Lamp Location, lights - one each side on the rear of the apparatus Qty, Lights, Pair - 1	1
178	0049879		Lights, Tail, Code-3 65STA LED Directional & 65STR LED Stop/Tail Flange Kit, 2pr - w/o with out a flange	1
179	0050476		Lights, Backup, Code 3, 65RV LED Flange Kit - w/o) with out flange	1
180	0088391	SP	Bezels, Code 3, (2) 65STK4, For mtg (4) Code 3 65 LED	1
181	0589905		Alarm, Back-up Warning, PRECO 1040	1
182	0578480		Buzzer, Warning - Rear Step to Cab, Driver Side, Smooth Aluminum Door	1
183	0014923		Light, Map, Hella 87141, Clr & Red, Las Vegas	1
184	0064768		Light, Directional/Marker, Intermediate Light, Truck-Lite Model 30 LED, IPO	1
185	0064357	SP	Lights, Code-3 LXEX1F, Inside Cab & Crew Cab Drs Color, Light,One - d) amber	1
186	0543513		Lights, Perimeter Scene Cab Exits, Quantum, LED, IPOS location - *	1
187	0683575	SP	Lights, Perimeter Scene, Truck-Lite 6060C LED (2) Lts Rear Step Area, No Pump Switch, Location, Perim - cab rocker switch	1
188	0587417	SP	Lights, Step, Aerial w/o Pump, Ri-Tar Model M27HW2 LED	1
189	0690337		Light, FRC, 12V FCA570-V15, LED, Fixed Top Mount 1st Location, lights - at the rear of the body on the shelf above the ladders, one each side Qty, - 02	2

Line	Option Code	Type	Option Description	Qty
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
190	0532358	SP	Not Required, Deck Lights, Other Hose Bed and Rear Lighting	1
191	0014993	SP	Switch, Momentary for Siren, Las Vegas	1
192	0020536		Aerial, Platform 100', No Pump, Alum Body	1
193	0554269		Body Skirt Height, 18"	1
194	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
195	0597794		Cargo Area Construction, No Pump (PAP)	1
196	0680867		Turntable Steps-Morton Cass, Swing Down, DS & PS, w/Raised Ped, PAL, PAP, SkyArm	1
197	0554004		Lights, Step (6), Ri-Tar LED, Swing Down Access Steps, Each Side	1
198	0029503		Tow Eyes (2) (Aerial)	1
199	0013639		Construction, Compt, Alum (PAP)	1
200	0033662		Compt w/No Pump, 60" Wide w/Dbl Doors	1
201	0009105		Compt, DS F/H F/D, Dbl Drs, w/o Chute, 100' PAP	1
202	0064838		Compt, DS Turntable, F/H, Lap Drs, 8" Raised, 100' PAP	1
203	0023672		Compt, IPO Stairs, Not Required, DS	1
204	0020586		Compt, PS F/H F/D, Dbl Drs, w/o Chute, 100' PAP	1
205	0064840		Compt, PS Turntable, F/H F/D, Lap Drs, 8" Raised, 100' PAP	1
206	0023673		Compt, IPO Stairs, Not Required, PS	1
207	0023915		Doors, Lap w/"D" Handles - Side Compts	1
208	0556162		Not Req'd, Compt Blister in Front of Rear Axle	1
209	0018820		Bumper, Rear, 5" w/Treadplate Cover, PAP/PAL/SkyArm	1
210	0505888		Keyed Locks for Latches, Lap Doors (#751 Lock) Location, Door Accessory - all compartments Qty, Door Accessory - 10	10
211	0004012		Scuffplate, S/S, Inside Each Compt Door Location, Door Accessory - all body compartments Qty, Door Accessory - 18	18
212	0545074		Lights, Compt, Amdor, LED, Dual Light Strips, Each Side of Door Location - all compartments Qty, - 11	11
213	0519242	SP	Modifications, Cargo Area in front of the Turntable	1
214	0687146		Shelf Tracks, Painted location - all compartments with shelves Qty, Shelf Track - 06	6
215	0687112		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted Location, Shelf - 2 in D6, to the rear of the center partition, 2 in P1, 2 in D1, 1 in D4 and 1 in P4 Qty, Shelf - 08	8
216	0003982		Tray, 500 lb Slide-out, 2" Sides - Floor Mounted Location - IN COMPT D4, P1 and P4 Qty, Tray (slide-out) - 03	3
217	0049884	SP	Tray, 500 lb Slide-out, Adjustable Height 62.00" One Way Slide Out Location - P6 Qty, Tray (slide-out) - 02	2
218	0083986		Tray, Adj., 30 Deg., Tilt/Slide-out, (215 lb) Location - ONE EACH IN COMPT D3, and P3 Qty, Tray (slide-out) - 02	2
219	0540346		Toolboard, Slide-out, Alum, .188", Peg Board Finish - Painted location - INSTALL IN THE FORWARD SECTION OF D6, EQUALLY SPACED IN THE AREA PROVIDED. MAKE SURE THE TOOLBOARDS ARE AS TALL AS POSSIBLE. THEY MUST CLEAR THE DOOR HOLDER. Mounting, Toolboard - Stationary Qty - 2	2
220	0067749		Bracket, 8" Ledge, Full Width Rear of Body, PAL/PAP	1
221	0056522	SP	Rack, Storage, Stokes Basket, Inside Trans Eng Compt, Ceiling Mt. Size - 86"L x 24"W x 9"D	1
222	0013908		Partition, Vertical Compartment	1

Line	Option Code	Type	Option Description	Qty
			Location - IN THE CENTER OF D6, NOT TO EXTEND INTO THE TRANSVERSE AREA	
			Qty, Partition - 01	
223	0004016		Rubrail, Aluminum Extruded, Side of Body	1
224	0004027		Fender Crowns, Rear, S/S, Two Pair	1
225	0004210		Compt, Air Bottle in Fender Panel	7
			Location, Bracket/comp. - REAR FENDER PANELS, 3 DS AND 4 PS..	
			Qty, Air Bottle Comp - 7	
226	0024205		Holder, Air Bottle w/CRS Strap, Body Compt Mt w/Tracks	1
			Location, Bracket/comp. - location to be determined	
			Qty, Bracket - 01	
227	0045261	SP	Scufftape, Full Circle Around Air Bottle Compartment	1
228	0004218		Ladder, 35' Duo-Safety 1200A 2-Sect	1
			Qty, - 1	
229	0004222		Ladder, 24' Duo-Safety 900A 2-Sec	2
			Qty, - 02	
230	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
231	0044235		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
232	0004233		Ladder, 14' Duo-Safety Fresno 701	1
			Qty, - 1	
233	0004246		Ladder, 10' Duo-Safety Folding 585A	1
			Qty, - 1	
234	0042207		Ladders Stored in Torque Box, Gortite Roll, (ML, HL, PAP)	1
			Color,Gortite,Roll-upDoor - Satin finish	
235	0543879		Pole, Pike 12', Aerial, Provided by Fire Department	2
			Qty, - 02	
236	0543362		Pole, Pike 8', Aerial, Provided by Fire Department	2
			Qty, - 02	
237	0543350		Pike Pole, 6', Aerial, Provided by Fire Department	2
			Qty, - 02	
238	0543887		Pole, Pike 3', Aerial, Provided by Fire Department	1
			Qty, - 1	
239	0084358		Pike Pole Storage, in Torque Box (No Poles)	9
			Qty, - 09	
			Size, Ladder/Pike Pole - (2) 6' straight handle, (2) 8' straight handle, (2) 12' straight handle, (1) 16' straight handle, (1) 6' D handle rubbish hook, (1) 8' D handle rubbish hook. All will have round fiberglass handles and be provided by the fire department	
240	0024388		No Steps Required, Front Of Body	1
241	0083525		Step, Not Req'd, Qtm	1
242	0508025		Air Horns, (2) Hadley 6" Round in Bumper Outside Frame	1
			Location, Air Horn (bmpr) - outside frame rails	
243	0090910	SP	Control, Air Horn, Horn Ring, PS Momentary Sw, Overhead	1
244	0036125		Siren, Federal PA-4000, 200 Watt	1
245	0036135		Location, Electronic Siren, w/Remote Head Only, Recessed Overhead	1
246	0076157		Control, Elec Siren, Horn Ring	1
247	0560791		Speaker, Federal ES100 with ESFMT Recess Mount	2
			Connection, Speaker - siren head	
			Qty, Speakers - 2	
248	0548456		Location, Recessed in the Front Bumper, Center	1
249	0016080		Siren, Federal Q2B	1
250	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
251	0026161		Control, Mech Siren, DS Foot Sw	1
252	0074885		Lightbar, Code 3, 2122A, 2-R W LED, 4-R D LED, 1SR LED	1
253	0051108	SP	Lights, Frnt Zn Upr, Pltform, Code 3, (4) LXEX2F LED	1
254	0082333	SP	Lights, Basket, Code-3, 65 LED, In Addition to Required	1
			Color,Code-3,65 LED - g) DS rd/rd,PS blu/blu	
			Flange Kit - w)with flange	

Line	Option Code	Type	Option Description	Qty
			Location - TOWARD THE FRONT OF THE BASKET AND LOW. SAME AS 18980 Qty, Lights (pair) - 1	
255	0098344	SP	Bracket, Lightbar, 5" High, 2" Higher Than Standard, Painted Fill in Blank - job color	1
256	0062595	SP	Lights, Code 3, 2122A, pair, 2 - RD W LED, 3 - RD D LED Location, Light Bar - a) over the cab doors	1
257	0040495		Light, 792H Opticom Emitter, Mounted on Platform Basket, w/Cover Location - tbd	1
258	0074547		Light, Front Zone, Code 3, 65 LED 2-pr, Qtm/DLX/Enf/AXT/Dash CF Color,Code-3,65 LED,inner - c) blu/blu Color,Code-3,65 LED,outer - a) rd/rd	1
259	0683628	SP	Light, Front, Code 3 9023AF LED, Below Windshield,a all red Control, light - h) front warning	1
260	0540581		Flasher, Headlight Alternating w/Feature, MUX Headlt flash deactivation - b)w/any head lights	1
261	0064812		Lights, Side Zone Lower, Code 3 65 LED, Over 25 Foot Gap, 3pr Color,Code-3,65 LED,BCK - g) split red/clear Color,Code-3,65 LED,FRT - g) split red/clear Color,Code-3,65 LED,MID - a) rd/rd Flange Kit, 4pr - w/3 pr flange kits Location, lights frt side - b)each side bumper Location, lights mid - just behind crew doors Location, lights rear - between tandem	1
262	0686241	SP	Lights, Door Interior Flash, 4 Dr Cab, Code-3 65BZ* LED w/Bezel Color,Code-3,65 LED - c) amb/amb	1
263	0074717		Lights, Rear Zone Lower, Code-3 65 LED Color,Code-3,65 LED - g) DS rd/rd,PS blu/blu Flange Kit - w/o) with out flange	1
264	0051104		Lights, Rear, Code 3 Model 65 LED, pair Color,Code-3,65 LED - g) DS rd/rd,PS blu/blu Control, light - a) rear upper warning Flange Kit - w)with flange Location, Rear Lights - b) above taillights Qty, Lights, Pair - 1	1
265	0541681	SP	Light, Rear Zone Upper, Code-3, PDB412NFPA pair LED beacons Color, Lens, LED's - m)match LED's Color, Lt, Side Rer Up DS - Side Rear Upper Red Color, Lt, Side Rer Up PS - b) Side Rear Upper Blue	1
266	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
267	0529842		Light, Traffic Directing, Code 3 NASL847, 47.38" Long LED Activation, Traffic Dir L - c)with the control head	1
268	0529861		Location, Traf Dir Lt, Surface Mounted Over Rear Door with Trdplt Box	1
269	0530265		Location, Traf Dir Lt Controller, Dashboard	1
270	0006646		Electrical System, A/C, General Design	1
271	0511844		Generator, Onan 10 kW Hydraulic w/ Electronic Control, Hotshift PTO Generator Interlocks - No Interlocks	1
272	0015429		Mounting, Hydraulic Generator Above Torque Box Location, Generator - between the front stabilzer jacks above the body	1
273	0016752		Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl	1
274	0016757		Not Required, Remote Start, Generator	1
275	0016740		Not Required, Fuel System	1
276	0016767		Not Required, Oil Drain Extension, Generator	1
277	0016771		Not Required, Routing Exhaust, Generator	1
278	0036738		Circuit Breaker Panel, Included With PTO Generator Location, CB Panel - in compartment P4, high	1
279	0689842	SP	Light, FRC, 120V, SPA570-K20 LED FloodIt, Fixed Mount 1st Location, 120/240 Volt Lt - two each side above the body, one above the front stabilzer and one above P3/D3 Qty, 120/240 Volt Light - 4 Switch, Lt Control 1 - ds) DS Switch Panel Switch, Lt Control 2 - n) No Control	4

Line	Option Code	Type	Option Description	Qty
			Switch, Lt Control 3 - n) No Control	
			Switch, Lt Control 4 - n) No Control	
280	0006825		Reel, Elect Cable, Hannay, 1600, (3) Wire	2
			Finish, Reel - Painted Job Color	
			Location, Cord Reel - IN COMPARTMENTS D4 AND P4 AT THE CEILING TOWARD THE FRONT OF THE TRUCK	
			Qty, Cord Reels - 2	
			Reel Guide - a) Nylatron guide	
281	0006828		Cord, Electric, 10/3 Yellow, 3 Wire	2
			Connection, Cord - Hubbell 20A 120V Str Blade	
			Feet of Yellow Cord - g)300	
			Lengths of Elect Cord - 2	
282	0066849		Box, Junc, Akron, 4) 20A 120V SB NEMA 5-20	2
			Connection, Cord - Hubbell 20A 120V Str Blade	
			Qty, - 02	
283	0066681		Receptacle, 15A 120V 3-Prong SB Dup, Gen., Interior	1
			Location, Receptacles - installed in the crewcab, exact location to be determined	
			Qty, Receptacles - 01	
284	0066622		Receptacle, 20A 120V 3 Prong SB Dup, Generator Ext	2
			Location, Receptacles - one each side in the wheelwell, rear	
			Qty, Receptacles - 02	
285	0519934		Not Required, Brand, Hydraulic Tool System	1
286	0592931		Aerial, 100' Pierce Platform	1
287	0000038		Boom Support, Recessed in Compt IPO Pump	1
288	0680821		Boom Panel, Pair	1
			Paint, Color - #80 red	
289	0526890		Not Required, Indicator, Extension	1
290	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
291	0555962		Basket, PAP, Wide	1
292	0056905		Basket Heat Shields	1
293	0508717		Control Stations, 85'/100' PAP, Color Display	1
294	0680909		Stabilizers, Two Sets (PAP), Composite Auxiliary Pads, Split Pan	1
295	0530819		Not Required, Aerial Stabilizer Pins	1
296	0548900		Door, Stabilizer Control Box, PAP/SHDL/SkyArm, Smooth Aluminum	1
297	0589043	SP	Bracket, Stabilizer Pad Storage, Stored Separately, IPOS	1
298	0596621		Hydraulic System, 100' PAP	1
299	0061893		Swivels, w/Encoder, PAL/PAP (36 Collector Rings)	1
300	0057598		Electrical System, 100' PAP	1
301	0679036	SP	Spotlights, FRC SPA 100-Q15 LED, ROM KR-SB-600-L Brk, Tracking Lts Only, (PAP)	1
			Location, Sw, Arl DC Lts - m) 2 locations	
302	0051035	SP	Lights, Stabilizer Warn, (2) Sets, Code 3 65 LED	1
			Color,Code-3,65 LED,BCK - a) rd/rd	
			Color,Code-3,65 LED,FRT - a) rd/rd	
303	0068701		Lights, Grote Supernova LED, Stabilizer Beam, (2) Sets	1
304	0016930		120 Volt To Tip, 20 Amp L5-20 (PAP)	1
305	0679716	SP	Light, FRC, Spectra, SPA260-K15 LED, 120 Volt, Surface Mount, Under Basket, PAP	2
			Location, Plat/Tip AC Lts - I) Under DS/PS Special	
			Location, Sw, Arl AC Lts - U) 4 Pos	
			Qty, - 02	
306	0682399	SP	Light, FRC, Spectra, SPA540-K20 LED, 120 Volt, Side Mount, Pull Up @ Platform	2
			Location, Plat/Tip AC Lts - C) Drvr and Pass	
			Location, Sw, Arl AC Lts - M)2 Pos	
			Qty, 120/240 Volt Light - 2	
307	0016924		Intercom, 2-Way Atkinson (PAP)	1
308	0691751	SP	Breathing Air to Tip, (1) 4500 PSI, 100 PAP w/o Masks, Aerial-Mate Manifold	1
			Refill Hose - 50'	
309	0024742		Not Required, Mask, Breathing Air To Tip	1
310	0016936		Breathing Air To Turntable w/o Mask	1

Line	Option Code	Type	Option Description	Qty
311	0519308	SP	Modification, to Breathing Air to Tip, Add Interspiro Bank, Las Vegas	1
312	0020625	SP	Hose, 8', Interspiro 336-980-288	4
			Qty, - 04	
313	0567562		Raised Pedestal, 8.50", PAP, RMAP, Quantum/AXT/Velocity, 2010 Engine	1
314	0540605		Lyfe Brackets, 3-In-1, Wide Basket	1
315	0515058		Landing Pad Extensions, Under Platform Basket	1
316	0076978		Box, Hose Storage @ Platform w/Cover, 100'/1.75"	1
317	0058979		Brackets, Axe in PAP Basket (No Ax)	1
			Qty, Bracket - 01	
318	0016945		Brackets, Roof Ladder @ Aerial Fly Section	1
			Size, Ladder/Pike Pole - 16' roof	
319	0068065		Control, Air Horn at Turntable	1
320	0530826		Turntable Access, ManSaver Bars	1
321	0016950		Waterway, 100' PAP	1
322	0554243		Not Required, Preconnect At Platform, TFT VUM (Valve Under Monitor)	1
323	0682248	SP	Monitors, (2), TFT Typhoon, Y5-EP1A-P Electric (Use w/ VUM)	1
			Nozzle, Monitor 1, PAP - TFT M-ERP1250 Electric	
			Nozzle, Monitor 2, PAP - TFT M-ERP1250 Electric	
324	0542383		Wireless Monitor Remote Control for Two Electric Monitors, TFT YE-RF-900	1
325	0086971		Flowmeter, Waterway, Mux (PAP)	1
326	0026952		Inlet, 5.00" at Rear w/o Midship Pump, (PAP, PAL, 75HAL Tandem Axle)	1
327	0563556		Valves, (2) TFT VUM (Valve Under Monitor), Electric, RC, (PAP)	1
328	0047901		Not Required, Tools, Aerial, PAL/PAP/SkyArm	1
329	0559491		Manuals and Training, 3 Days, PAP	1
330	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
331	0532891		NFPA Required Loose Equipment, Aerial, Provided by Fire Department	1
332	0533272		Extinguisher, Dry Chemical, Aerial, Provided by Fire Department	1
333	0533282		Extinguisher, 2.5 Gal. Pressurized Water, Aerial, Provided by Fire Department	1
334	0007482		Not Required, Crowbars	1
335	0007484		Not Required, Claw Tools	1
336	0532918		Axes, (2) Flathead, Aerial, Provided by Fire Department	1
337	0532922		Axes, (3) Pickhead, Provided by Fire Department (Aerial)	1
338	0007494		Not Required, Sledgehammers	1
339	0595158	SP	Paint, Two Tone, Cab, Special Paint Break, Las Vegas	1
			Paint Color, Upper Area - #20 White	
			Paint, Color - #80 Red	
340	0017241		Paint Chassis Frame Assy. Black, Std.	1
341	0693797		No Paint Required, Aluminum Front Wheels	1
342	0687652		Paint, Rear Wheels, Tandem Axle, Alum-Stl	1
			Paint, Wheels - Red #80	
343	0070842		Paint, Rear Surface of Aerial Platform Basket Flat Black	1
344	0007230		Compartment paint, Spatter gray	1
345	0591433		Aerial Platform Paint	1
			Paint Color, Aerial Device - White 20	
346	0544111		Reflective Band, 10"	1
			Color, Reflect Band - A - i) gold	
347	0075552		Reflective across Cab Face, QX	1
348	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial	1
			Color, Rear Chevron DG - fluorescent yellow green	
349	0598754		Stripe, Reflective/Diamond Grade, 4" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
350	0683186	SP	Stripe, Reflective, Diamond Grade, 4" on Basket Sides	1
351	0011949		"S" Ribbon, Shaded in Reflective Stripe, Pair	1
			Location - tbd	
			Qty, - 1	
352	0037349		Stripe, Diagonal Reflective on Quantum Steps	1
353	0017359		Stripe, Black Outline, Vinyl on Reflective Band	1
			Qty, - 01	
354	0065738		Stripe, Reflective, Cab Doors Interior, Qtm	1
			Color, Reflective - a) white	

Line	Option Code	Type	Option Description	Qty
355	0017362		Lettering, Gold Leaf/Goldstar on Ladder-PAL/PAP/SKY Paint, Color - RED #80 TO MATCH TRUCK.	1
356	0027372		Lettering Specifications, (GOLD STAR Process)	1
357	0686434		Lettering, Gold Leaf, 3.00", (21-40) Outline, Lettering - Outline and Shade	1
358	0685993		Lettering, Reflective, 10.00", Each Outline, Lettering - Outline and Shade Qty, Lettering - 06	6
359	0686018		Lettering, Reflective, 5.00", Each Outline, Lettering - Outline and Shade Qty, Lettering - 08	8
360	0686198		Lettering, Gold Leaf, 11.00", Each Outline, Lettering - Outline and Shade Qty, Lettering - 18	18
361	0686214		Lettering, Gold Leaf, 8.00", (1-20) Outline, Lettering - Outline and Shade	1
362	0506475	SP	Emblem, Maltese Cross, Pair, Per Quote, Las Vegas, Nevada Location, Emblem - on cab doors	1
363	0077034		Emblem, Eagle in Flight, 16.50H x 11.00W, Pair Qty, - 1	1
364	0518256	SP	Emblem, IAFF Logo, 6", Goldleaf, Pair Location, Emblem - PER LSP DRAWING Qty, - 1	1
365	0027397	SP	Emblem, Las Vegas, Dice, Pair Location, Emblem - on the boom sign	1
366	0028985	SP	Emblem, Las Vegas, Royal Flush, Pair Location, Emblem - UPPER CAB	1
367	0008555		2% Handling Charge on 100' PAP	1
368	0032773		Manuals, Two (2), Fire Apparatus Parts, & (1) CD, Custom Chassis	1
369	0002905		Manuals, Two (2) Chassis Service, Custom	1
370	0032433		Manuals, Two (2) Chassis Operation, Custom	1
371	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
372	0595239		(No Pick Required)	1
373	0696696		Warranty, Engine, Detroit DD13, 5 Year, WA0180	1
374	0684953		Warranty, Steering Gear, Sheppard M110, 3 year WA0201	1
375	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
376	0595245		(No Pick Required)	1
377	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
378	0530524		Warranty, Axle, 2 Year, Meritor, General Service, WA0046	1
379	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
380	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
381	0595770		Warranty, Power Step, 2 Year, WA0031	1
382	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
383	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
384	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
385	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
386	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
387	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
388	0088889		Not Required, Additional Aerial Warranty	1
389	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
390	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
391	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
392	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
393	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
394	0596329		Warranty, Extended, 5 Year, Custom Chassis, Class H, WA0072	1
395	0595443		Warranty, Extended, 5 Year, Aerial Body and Device, Platform, WA0117	1
396	0683627		Certification, Vehicle Stability, CD0089	1
397	0596912		Certification, Engine Installation, Quantum, DDC DD13, CD0095	1
398	0686786		Certification, Power Steering, CD0098	1
399	0543949		Certification, Cab Integrity, Quantum	1
400	0556828		Certification, Electric Window, Not Available	1

Line	Option Code	Type	Option Description	Qty
401	0545073		Amp Draw Report, NFPA 2009 Edition	1
402	0002758		Amp Draw, NFPA Radio Allowance	1
403	0000033		PAP BODY	1
404	0000012		PIERCE CHASSIS	1
405	0562778		DD13 ENGINE	1
406	0046396		EVS 4000 Series TRANSMISSION	1
407	0020015		ABS SYSTEM	1

Total List :

ATTACHMENT 2

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions: See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

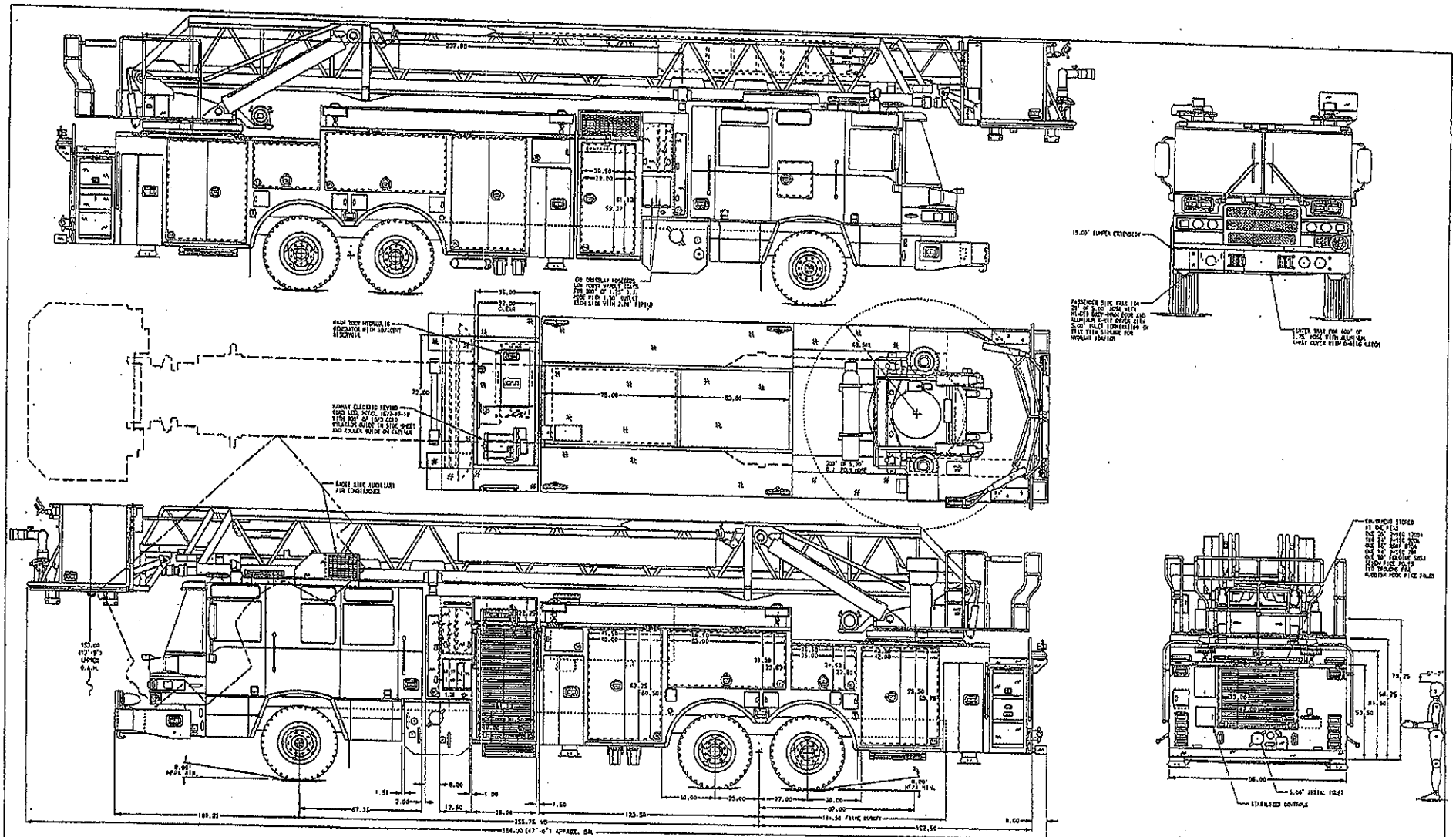
If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

EXHIBIT A



SIDE ROLL & FRONTAL IMPACT PROTECTION

NOTE

DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

1. AERIAL PEDESTAL RAISED 8.50"

CUSTOMER APPROVAL

APPROVED BY:

DATE:

Pierce MANUFACTURING INC.

				CHASSIS DATA	TITLE	100 AERIAL PLATFORM & BODY ASSEMBLY (PAP100A) 300 GALLON WATER TANK	
				PIERCE	FOR	LAS VEGAS FIRE DEPARTMENT LAS VEGAS, NEVADA	
1900CT11	SHJ	-		MODEL	DWG NO.	03-7609	
1200CT11	SHJ	JBL					
REV DATE	BY	CK		06700			

JOB NO.	PRELIM
SCALE 1:24	DATE
DRAWN BY TKA	27JUL11
ORDERED BY JBL	27JUL11
SHEET SIZE D	SHEET NO. 1 of 1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Lease Agreement between the City of Las Vegas and the Latin Chamber of Commerce Community Foundation to lease the existing center and office space from the City located at 2900 Stewart Avenue, commonly known as the Rafael Rivera Center - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City issued a Request for Proposal for the lease of the property. The Latin Chamber was selected by the City to negotiate a lease for the property and improvements for the existing center and office space. The Latin Chamber desires to lease the property under the terms and conditions set forth in the Lease Agreement.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Lease Agreement

LEASE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE LATIN CHAMBER OF COMMERCE COMMUNITY FOUNDATION

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____, 2012, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City" or "Landlord"), and the Latin Chamber of Commerce Community Foundation, a Nevada non-profit corporation ("LCCCF" or "Tenant"). Landlord and Tenant may be referred to singulary as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Landlord is the owner of certain improved real property, a portion of Assessor's Parcel Number 139-36-303-002, located at 2900 Stewart Avenue, City of Las Vegas, Clark County, Nevada (the "Property"), depicted on Exhibit A, attached hereto and incorporated herein by this reference;

WHEREAS, Landlord issued Request for Proposal No. 120017-PH on October 6, 2011 for the Lease, Sale, or Redevelopment of the Property;

WHEREAS, Tenant was selected by Landlord to negotiate a lease of the Property and its improvements, including without limitation, existing center and office space (collectively, "Existing Improvements") on the Property, commonly known as the Rafael Rivera Center ("Premises"), under the terms, conditions, and covenants hereinafter set forth; and

WHEREAS, the Tenant desires to lease the Property, the Existing Improvements and/or the Premises (collectively, the "Leased Property"), under the terms, conditions, and covenants hereinafter set forth;

WHEREAS, pursuant to NRS 268.053, the Las Vegas City Council may lease the Leased Property to a tenant that is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code if the Leased Property is not needed for the public purposes of the City and the Leased Property is actually used for non-profit purposes on such terms and conditions as seem proper to the City Council, with the provision that if a tenant ceases to use the Leased Property for non-profit purposes, such lease is void as a matter of law;

WHEREAS, Landlord desires to lease the Leased Property to Tenant in accordance with Nevada law; and

WHEREAS, Landlord will permit Tenant to occupy the Leased Property no later than April 23, 2012 (the "Effective Date");

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

ARTICLE 1
DEMISE OF LEASED PROPERTY

1.1. LEASED PROPERTY. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Property, subject to the terms, conditions, benefits and rights hereinafter set forth.

ARTICLE 2
TERM, DELIVERY/ACCEPTANCE AND SURRENDER, TERMINATION

2.1. PRIMARY TERM. Unless earlier terminated in accordance with the terms in this Lease, the Lease shall be for a term of twenty (20) years ("Primary Term"), commencing on the Effective Date of this Lease and terminating on the twentieth (20th) anniversary of the Effective Date ("Expiration Date").

2.2. EXTENSION TERMS. At all times during which this Lease is in force and effect, and if Tenant is not in default of this Lease, Tenant may request to extend this Lease for two (2) additional terms of ten (10) years each (each an "Extended Term") by giving a written request addressed to the attention of the City's Real Estate Administrator at least ninety (90) days prior to the expiration of the Primary Term or the first Extended Term or any Periodic Tenancy Term, as defined below, as applicable, and upon receiving such request Landlord shall provide written notification of approval or denial of the requested Extended Term within thirty (30) days of receipt of the request.

2.3. PERIODIC TENANCY TERM. In the event that an Extended Term, as detailed in Section 2.2, is not entered into at the end of the Primary Term, and if Tenant is not in breach of this Lease and elects to remain in the Premises, this Lease will automatically extend for one-year terms (each a "Periodic Tenancy Term"), unless the Landlord provides written notice to Tenant that Landlord does not wish to extend this Lease on a year-to-year basis. Such written notice must be made ninety (90) days prior to the end of the Primary Term or the end of any Periodic Tenancy Term created by this Section 2.3. The Periodic Tenancy Terms created by this Section will be subject to the remaining provisions of this Lease. The Primary Term, both Extended Terms and any Periodic Tenancy Term may each be generally referred to herein as a "Term".

2.4. DELIVERY/ACCEPTANCE OF THE LEASED PROPERTY. Upon the Effective Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Leased Property, fixtures and Landlord personal property items as outlined in Exhibit B, attached hereto and incorporated herein by this reference. Tenant acknowledges and agrees that it is leasing the Leased Property based solely upon Tenant's inspection and investigation of the Leased Property and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Leased Property in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Leased Property including, but not limited to, the infrastructure, if any, development rights, expenses associated with the Leased Property, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials (as defined below) or any other matters affecting or relating to the Leased Property.

"Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity,

carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used in the Lease, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing.

2.5. TERMINATION. In addition to other termination provisions contained in this Lease, this Lease may be terminated with or without cause by either Party providing the other party two hundred seventy (270) days advance written notice of its intent to terminate. Upon receipt of the notice, the Termination Date shall be on the last calendar day of the month in which the two hundred seventy (270) day notification period ends. For the avoidance of doubt and by example, if notification is provided on the 5th day of January, the Lease Agreement terminates on October 31 of that same year.

2.6. SURRENDER OF LEASED PROPERTY. At the expiration of any Term or the earlier termination of this Lease, Tenant will surrender possession of the Leased Property, Landlord's personal property listed on Exhibit B and New Improvements, as defined below, constructed by Tenant located thereon and deliver the same to Landlord in good order, condition and repair, ordinary wear and tear, casualty, condemnation and acts of God excepted, in each case shall automatically vest in, revert to (as applicable) and become the property of Landlord, in each case free and clear of all liens or encumbrances, but without any other representation or warranty by Tenant and without any compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance, or other act or agreement of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall have no right to remove any Existing Improvements or New Improvements from the Leased Property without the express written consent of Landlord, and Tenant shall have no obligation to remove any (a) Existing Improvements or (b) any New Improvements permitted to be constructed or installed in the Property or Premises by Tenant under this Lease. Notwithstanding the foregoing, at the option of Landlord, Tenant shall raze all or any portion of any New Improvements not permitted to be constructed or installed on the Property or Premises by Tenant under this Lease and that are designated by Landlord in writing to Tenant to be razed at least six (6) months prior to the expiration of a Term or within ninety (90) days after any earlier termination of this Lease, and in such event, Tenant shall surrender the Leased Property free and clear of any such New Improvements so designated. In the event Tenant does not surrender possession of the Leased Property to Landlord as provided above, Landlord shall use all reasonable and legal means to evict Tenant from the Leased Property. In the event that Landlord's personal property is removed from the Premises upon surrender of possession of the Leased Property, Tenant shall be responsible for the payment of fair market value of such Landlord's personal property removed from the Premises.

Any of Tenant's improvements, including, without limitation, trade fixtures, furniture, furnishings or other property that are permanently affixed to the Property or Premises and not easily removed (collectively, "New Improvements") shall not be removed by Tenant upon the termination of this Lease and shall automatically become the property of Landlord.

All of Tenant's trade fixtures, furniture, furnishings and other personal property not permanently affixed to the Property or Premises (collectively, "Tenant's Personal Property") shall be and remain the property

of Tenant during any Term and thereafter. During any Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Leased Property resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during any Term such Tenant's Personal Property as necessary in order to operate the Leased Property in accordance with the terms of this Lease. Upon the expiration of the last Lease Term and Tenant's vacation of the Leased Property, Tenant shall be permitted to remove Tenant's Personal Property from the Leased Property, so long as Tenant makes reasonable repairs to the Leased Property caused by such removal, reasonable wear and tear excepted.

ARTICLE 3
RENT, TAXES

3.1. TERM RENT. Tenant agrees to pay to Landlord, at such place as Landlord may designate in writing, without prior demand and without any deduction or off-set whatsoever, except as provided in this Lease, rental payments in the amount of One and 00/100 Dollars ($1.00) per year ("Rent"), due and payable on each Effective Date and anniversary thereof during each calendar year of any Term.

3.2. Intentionally Deleted.

3.3. TAXES. Commencing on the Effective Date, and continuing at all times during which this Lease is in force and effect, Tenant agrees to pay, or cause to be paid, without off-set or deduction, the amount of all Taxes assessed for any reason and levied on the Leased Property and New Improvements. Such Taxes shall be paid directly to the tax assessor by Tenant. Tenant shall provide to Landlord proof of payment of all Taxes assessed on the Leased Property within thirty (30) days after payment of such Taxes. The term "Taxes" levied on the Property, the Existing Improvements, or New Improvements shall mean any form of tax, special tax, assessment, lien, bond obligation, license fee, license tax, tax or excise on rent, possessory interest tax or any other levy, charge, or expense, together with any statutory interest thereon, imposed or required at any time by any federal, state, county, city or quasi-governmental authority having jurisdiction, or any political subdivision thereof, or any improvement or special assessment district thereof (hereinafter individually and collectively referred to as "Governmental Agencies"), on any interest of Landlord or Tenant or both in the Leased Property or New Improvements thereon, including, without limitation: (a) any impositions by Governmental Agencies (whether or not such impositions constitute tax receipts) or any other payments to Governmental Agencies (whether involuntarily imposed by any such Governmental Agencies or voluntarily agreed to by Landlord) in substitution, partially or totally, of any impositions now or previously included within the definition of real property taxes; (b) any impositions upon this Lease or any document to which Tenant is a party, otherwise payable under any special improvement district, special service district or any other special taxing district or authority, annual or periodic license or use fees, excises, school, sewer and parking fees or any other assessments, levies, fees, or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in-lieu" of any such tax or assessment). In addition, in no event shall Tenant be responsible for paying any increases in Taxes that are directly attributable to Landlord's sale or transfer of fee title to the Leased Property that constitutes a "change in ownership" for purposes of real property taxes and assessments against the Leased Property, other than a sale or transfer by Landlord to Tenant. Any Taxes relating to a fiscal period of the taxing authority, only a part of which period is included within any then current Term, shall be prorated as between Landlord and Tenant so that Tenant shall pay the portion attributable to any period during such Lease Term. Tenant's obligation to pay Taxes that accrued during any Lease Term shall survive the expiration or earlier termination of this Lease. Tenant shall have the right to contest any Taxes or the increase in any Taxes which Tenant is obligated to pay under this Lease; provided, however, Tenant shall (i) give Landlord written notice of any such intention to contest at least thirty (30) days before any delinquency could occur, (ii) indemnify and hold Landlord harmless from all liability on

account of said contest, (iii) take such action as is necessary to remove the effect of any lien which attaches to the Parcel or the Existing Improvements or New Improvements thereon due to such contest, and (iv) in the event of a final determination adverse to Tenant, prior to enforcement, foreclosure or sale, pay the amount involved together with all penalties, fines, interest, costs and expenses which may have accrued.

3.4. PERSONAL PROPERTY TAXES. Prior to delinquency, Tenant shall pay all taxes and assessments levied upon trade fixtures, alterations, additions, inventories and other personal property (including all of Tenant's Personal Property) located and/or installed on the Leased Property by or on behalf of Tenant, and shall provide proof of payment thereof to Landlord within thirty (30) days after such taxes and assessments are paid.

ARTICLE 4
USE AND OPERATIONS OF LEASED PROPERTY

4.1. TENANT'S COVENANT TO OPERATE LEASED PROPERTY. Tenant shall use the Leased Property solely for the purpose of conducting its business, which is expressly limited to Tenant's non-profit activities. Tenant shall not use or permit the Leased Property to be used for any other purpose or purposes except as otherwise provided herein without the prior written consent of Landlord. Tenant covenants that the Leased Property will be continually operated as a workforce development center consisting of training and supportive services targeting minority and low income unemployed, underemployed and/or dislocated persons. Other such incidental uses may include, without limitation, programs such as the Latino Youth Leadership Conference, Latin Chamber Scholarship, Shots for Tots, exhibit and office space for the Hispanic Museum of Nevada and the Earn it Keep it Save it Program. Additional uses not contemplated herein are subject to the review and approval by the Landlord, which shall not be unreasonably conditioned, delayed or withheld. Tenant agrees that the abandonment of the Leased Property by Tenant shall constitute a Tenant Event of Default under this Lease. Tenant further agrees that in the event Tenant fails to use the Leased Property for a period of sixty (60) consecutive days, Tenant shall be deemed conclusively to have abandoned the Leased Property.

4.2. TENANT'S STATUS REPORTS. After approval of this Lease by the City Council, Tenant shall submit to Landlord on the Effective Date and on each anniversary thereof during any Term, Tenant's plan for use of the Leased Property for the following year (the "Annual Plan"), including, without limitation, improvements planned for the Leased Property, other Tenant uses of the Leased Property and employment goals and objectives to train and/or hire local residents who live in the City of Las Vegas boundaries and are economically disadvantaged residents, members of racial minorities, women, disabled persons and veterans. Tenant's failure to use reasonable efforts to substantially comply with the Annual Plan shall constitute an Event of Default by Tenant.

4.3. USE RESTRICTED. Tenant shall use the Leased Property only to conduct activities that are substantially related to the non-profit purposes constituting the basis for the Landlord entering into this Lease under NRS 268.053. Tenant shall not construct or permit any use of the Leased Property for any commercial purpose, excepting those limited commercial purposes operated by Tenant, its agents or a permitted third party that directly support Tenant's operations. Tenant may permit temporary and short-term commercial special events provided that Tenant or its agents obtain the necessary approval(s) and permit(s) from the appropriate governmental authority. If Tenant's use of the Leased Property for anything other than operations as a non-profit or for any unpermitted purpose, Tenant shall have thirty (30) days to remove such unpermitted use from the Leased Property upon written notice from Landlord. If the unpermitted use is not removed with thirty (30) days after such written notice from Landlord, this

Lease shall terminate and Tenant shall surrender the Leased Property to Landlord pursuant to the terms of this Lease.

4.4. SPECIAL EVENTS, BENEFITS AND FUND RAISERS. Tenant may permit special events, benefits and fund raisers on the Leased Property and may charge a rental fee for such events, during which the Leased Property may be used by persons other than Tenant. Tenant is responsible for obtaining all applicable permits, licenses and insurance certificates that may be required for a special event, benefit or fund raiser.

4.5. Intentionally deleted.

4.6. CHANGES TO LEASED PROPERTY. Tenant shall be permitted to make any reasonable changes to the Leased Property to support and enhance Tenant's operations. Material structural changes to the Premises shall require prior written approval of the Landlord, which shall not be unreasonably withheld, delayed or conditioned. All changes shall comply with all applicable laws, codes and regulation, including any special requirements that may result from the potential historical designation of the Premises.

4.7. PROHIBITION ON LIENS. Tenant agrees that it will pay, or cause to be paid, all costs of labor, services and/or materials supplied in the prosecution of any work, done, or caused to be done, on the Leased Property, including, without limitation, the New Improvements, and Tenant will keep the Leased Property free and clear of all mechanics' liens and other liens regarding work done for Tenant or persons claiming under Tenant.

4.7.1. Contest of Lien. If Tenant desires to contest any mechanics' lien claim it shall either (i) post a mechanics' lien release bond issued by a responsible corporate surety in an amount and in a manner sufficient to satisfy statutory requirements for the release of such mechanics' lien in the State of Nevada or (ii) furnish Landlord with adequate security reasonably acceptable to Landlord for the amount of the claim plus estimated costs and interest and promptly pay or cause to be paid all sums awarded to the claimant on its suit.

4.7.2. Notice of Lien. Tenant shall notify Landlord in writing within thirty (30) days of any claim or lien filed against the Leased Property or the commencement of any action affecting the title thereto.

4.7.3. Notice of Non-Responsibility. Landlord or its representatives shall have the right to access and inspect the Leased Property at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Leased Property. Before the commencement of any work which might result in any lien, Tenant shall give to Landlord written notice of its intention to do so in sufficient time to enable Landlord to post such notices.

4.8. MAINTENANCE OF THE LEASED PROPERTY. Tenant shall maintain the Leased Property, including New Improvements and Tenant's Personal Property, and every part thereof, in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Leased Property. Tenant shall further not suffer or permit any person to commit any waste on the Leased Property. Tenant shall be responsible for the cost of providing all maintenance including, but not limited to, security, janitorial, pest control, fire extinguisher maintenance and inspection, air filter replacement and fire suppression maintenance and inspections for the Leased Property and all activities conducted thereon and Landlord

shall have no responsibility of any kind for payment of any costs or expenses. Tenants shall allow Landlord to inspect the Leased Property annually to confirm compliance with this maintenance obligation. Tenant's failure to reasonably maintain the Leased Property shall constitute an Event of Default by Tenant. If Tenant fails to reasonably maintain the Leased Property as required by this Section 4.8, Landlord may, upon ten (10) days prior written notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises, including any subleased portions, and perform such maintenance on behalf of Tenant. In such case, Tenant shall pay to Landlord immediately upon demand, as additional rent, for all costs incurred in performing such maintenance or repair, including ten percent (10%) of such costs for Landlord's supervision.

Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct, Landlord, its Mayor, council members, officers, managers, directors, agents, servants and employees shall not be liable for and Tenant shall indemnify and hold Landlord and its officers, managers, directors, shareholders, members, agents, servants and employees harmless from and against all claims, losses, damages, expenses, penalties and charges arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's subtenants, employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas, or rain; (b) the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures or any other cause; (c) the failure, delay, or diminution in the quality or quantity of any utilities or services supplied to the Leased Property, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Leased Property; (e) the interruption for any reason in the use of the Premises; (f) the termination of this Lease by reason of the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct and without limiting the foregoing, Landlord, its Mayor, council memberes, officers, managers, directors, agents, servants, and employees shall not be liable for and Tenant shall indemnify and hold Landlord and its Mayor, council members, officers, managers, directors, agents, servants, and employees harmless from and against all claims, losses, damages, expenses, penalties, and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating, or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain, or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Leased Property; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Premises or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster, or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Premises; (x) the exercise of any rights by Landlord under this Lease; or (xi) any act or omission of parties other than Landlord, its employees, agents, officers, directors, managers, shareholders, members, and servants nor shall any of the forgoing be construed as an eviction of Tenant, nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Except for matters occurring after the Effective Date which arise from Landlord's negligence or willful misconduct, Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default, nor shall Tenant have any rights at any time to cure any defaults of the Landlord under this Lease.

Landlord shall have no obligations whatsoever to repair or maintain in any way the Leased Property, or any portion thereof, including, without limitation, all components of the electrical, mechanical, plumbing, heating, air conditioning and ventilation systems which serve the Leased Property; the foundations, exterior structural walls and structural roof of the Premises; windows, doors, plate glass or the interior surfaces of exterior walls of the Premises; and any of the Leased Property. Tenant expressly waives the benefit of any law, including case law, statute, rule or regulation in effect now or in the future which might give Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Leased Property in good order, condition, and repair. Tenant shall have no rights whatsoever to offset or deduct any amounts whatsoever against any Rent or any other sums due Landlord under this Lease for any reason whatsoever. Notwithstanding the foregoing, Landlord shall disclose to Tenant any and all defects in the Leased Property that Landlord is or becomes aware of now or during any Term. In the event Landlord fails to disclose such known defects to Tenant, the indemnity provisions contained in this Section 4.8 shall not apply.

4.9. Intentionally deleted.

4.10. UTILITIES. Tenant shall provide and pay for all utilities and services, including, without limitation, water, gas, heating and cooling, electric, trash services, telephone, cable television, Internet service and security alarm services at all times when this Lease is in force and effect.

4.11. COMPLIANCE WITH THE LAW. Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Leased Property in any manner which violates any laws, ordinances, or regulations of the United States of America; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Leased Property.

4.12. NAMING RIGHTS. Tenant may rename the Premises but shall include "Rafael Rivera Center" in the new name (e.g. "The Latin Chamber of Commerce Community Foundation at the Rafael Rivera Center" or "The Rafael Rivera Center, Home to the Latin Chamber of Commerce Community Foundation").

4.13. SIGNAGE. Any new signage installed by Tenant shall be professionally fabricated and installed in accordance with the City's Municipal Code and design guidelines at the sole cost of Tenant.

ARTICLE 5
ASSIGNMENT AND SUBLETTING

5.1. ASSIGNMENT PROHIBITED. With the exception of a short-term sublease as defined in Section 5.4, and such uses and subleases permitted under Article 4 herein, Tenant shall not transfer or assign this Lease, in whole or in part, or permit the use of the Leased Property by any person or persons other than Tenant, or sublet the Leased Property, or any part thereof, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease.

5.2. CONSENT REQUIRED. Any assignment or subletting not otherwise permitted under this Lease without Landlord's consent shall be void, and shall constitute a default hereunder, which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any

subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

5.3. LANDLORD'S RIGHT IN EVENT OF ASSIGNMENT. In the event that Landlord consents to a sublease or assignment hereunder, Tenant shall pay to Landlord reasonable fees, not to exceed One Hundred and 00/100 Dollars ($100.00), incurred in connection with processing documents necessary to the giving of such consent.

5.4 SHORT-TERM SUBLEASE. Landlord approval shall not be required for a short term sublease, defined as a sublease that is less than ninety (90) days in duration and for less than ten percent (10%) of the square feet of the Premises. Any short-term sublessee shall agree that it shall be bound by each and every covenant, term and condition that are applicable to Tenant contained in this Lease, and that it shall perform promptly as and when due all said covenants, terms and conditions. Tenant shall notify Landlord of any sublease of the Premises, including the identity of the subtenant and the terms and conditions of the sublease.

ARTICLE 6
LEASEHOLD FINANCING

6.1. NON-SUBORDINATION. The fee estate in the Property and Landlord's interest under this Lease shall not be subordinate to, and Landlord shall not be required to subject its fee estate and interest in the Property or this Lease, to the lien of any financing or mortgage sought or obtained by Tenant, including, without limitation, any leasehold mortgage.

6.2. NO RIGHT TO ENCUMBER. Tenant has no right to hypothecate, pledge, encumber, or mortgage its interest in this Lease, the leasehold estate in the Property created hereby, or any part or parts thereof or interest therein.

ARTICLE 7
INDEMNIFICATION

7.1. INDEMNITY.

7.1.1. Tenant Indemnity. Except in cases of Landlord's negligence or intentional misconduct, Tenant shall indemnify Landlord and save harmless from and defend against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence inside, upon, at, or from the Leased Property, or the occupancy or use by Tenant of the Leased Property or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, subtenants, contractors, employees, servants, invitees, licensees, or concessionaires. Tenant's obligations under this Section 7.1 shall survive any expiration or other termination of this Lease.

In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend, and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

7.2.1. Landlord Indemnity. Except in cases of Tenant's negligence or intentional misconduct, Landlord shall indemnify Tenant and save harmless from and defend against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the Leased Property, or the

occupancy or use by Landlord of the Leased Property or any part thereof, or occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, invitees, licensees, or concessionaires. Landlord's obligations under this Section 7.2 shall survive any expiration or other termination of this Lease.

In case Tenant shall without fault on its part be made a party to any litigation commenced by or against Landlord, then Landlord shall protect, defend, and hold Tenant harmless and shall pay all costs, expenses, and reasonable attorneys' fees.

ARTICLE 8
INSURANCE

8.1. INSURANCE GENERALLY. Tenant will provide Landlord with copies of all insurance policies and renewals of insurance policies. All insurance policies will also contain endorsements providing that they will not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier without at least thirty (30) days' prior written notice to Landlord. Landlord will be entitled to participate in the settlement or adjustment of any losses covered by the policies of insurance.

8.2. TENANT'S LIABILITY INSURANCE. Prior to its use of the Leased Property, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Commercial General Liability Insurance applying to the use and occupancy of the Leased Property and the business operated by Tenant. Such insurance shall be written on an "occurrence" basis and shall include Fire Legal Liability and Premises Medical Payments and Broad Form Contractual liability insurance coverage insuring all of Tenant's indemnity obligations under this Lease. Such coverage shall also contain endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including employees as additional insureds; (iii) providing for coverage of employer's automobile non-ownership liability; and (iv) providing a care custody and control endorsement. Commercial General Liability Insurance shall have a minimum combined single limit of liability of at least One Million Dollars ($1,000,000.00) and a general aggregate limit of at least Two Million Dollars ($2,000,000.00). Such coverage shall be written to apply to all bodily injury, property damage, personal injury, and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add Landlord (City of Las Vegas), its Mayor, City Council members, officers, employees and agents as additional insureds, and provide that such coverage shall be primary and that any insurance maintained by Landlord shall be excess insurance only. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or void coverage to the other named insureds; and shall afford coverage for all claims based on acts, omission, injury, and damage, which claims occurred or arose (or the onset of which occurred or arose in whole or in part) during the policy period.

Defense costs shall be provided and shall be in addition to the limits required. Such Liability coverage shall also include a waiver of subrogation in favor of City and its Mayor, Council Members, managers, officers, employees and agents. There shall be no deductible on the General Liability Insurance policy unless agreed to in writing by City.

8.3. TENANT'S AUTOMOBILE INSURANCE. Prior to its use of the Leased Property, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired autos, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, combined single limit, written on an occurrence form, including coverage, as applicable, for mobile equipment. Such insurance may be satisfied thought a combination of primary and excess liability coverage.

8.4. TENANT'S WORKMAN'S COMPENSATION INSURANCE. Prior to its use of the Leased Property, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times when this Lease is in force and effect, maintain Workers Compensation insurance that shall meet or exceed the statutory requirements set by the State of Nevada and shall include Employer's Liability insurance. The Employer's Liability insurance shall afford a limit of not less than One Million Dollars ($1,000,000.00).

8.5. TENANT'S PROPERTY INSURANCE. Tenant shall also maintain at its own cost and expense an "All Risk" property insurance policy excluding any co-insurance provision in an amount adequate to cover the full replacement cost of all building improvements, equipment, installations, fixtures, supplies, contents, and belongings in and on the Leased Property. The policy shall be endorsed with ISO endorsements, specifying coverages for additional cost of contingent liability from operation of building codes, increased cost of construction, debris removal, and demolition costs. The policy shall base valuations for loss on a replacement costs basis, valued at the time of loss. Such policy shall at least provide coverage for the perils of fire, water damage, vandalism, and plate glass. Coverage for flood shall be provided, if available. The deductible shall not be more than Fifty Thousand Dollars ($50,000.00) per occurrence for flood coverage and Five Thousand Dollars ($5,000.00) per occurrence for all other perils, unless otherwise agreed to in writing by Landlord.

ARTICLE 9
DAMAGE OR DESTRUCTION

9.1. LANDLORD'S REMEDIES. If the Leased Property shall be partially damaged by any casualty insured against under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the Leased Property and until repair is complete the Rent shall be abated proportionately as to that portion of the Leased Property rendered untenantable. Notwithstanding the foregoing, if: (a) the Leased Property by reason of such occurrence are rendered wholly untenantable, or (b) the Leased Property should be damaged as a result of a risk which is not covered by Landlord's insurance, or (c) the Leased Property should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (d) the common areas of the Leased Property are damaged, whether or not the Premises are damaged, to such an extent that the Leased Property cannot in the reasonable judgment of Landlord be operated as an integral unit, then and in any such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire and Tenant shall vacate and surrender the Leased Property to Landlord. Tenant's liability for Rent upon the termination of this Lease shall cease as of the date following Landlord's giving notice of cancellation. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of Rent. Unless this Lease is terminated by Landlord or Tenant, Tenant shall use its insurance proceeds to repair and re-fixture the interior of the Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty.

9.2. TENANT'S REMEDIES. The Tenant may, notwithstanding the foregoing, terminate this Lease effective immediately on the date of written notice to Landlord in the event of the occurrence of the events in item Section 9.1 above. If Tenant terminates this Lease, it shall have no further obligation to pay Rent or be obligated to make any other payments to Landlord or perform any other term or condition of the Lease other than remove Tenant's Personal Property in accordance with the terms herein upon the date of the written notice of termination. Tenant shall not be assessed or be liable for any fees, penalties, or damages resulting from said termination of the Lease.

ARTICLE 10
EMINENT DOMAIN

10.1. TOTAL TAKING. If, during any Term, the entire Leased Property shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Leased Property shall be taken but it shall be determined by Tenant in its reasonable judgment that the Leased Property cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease may, at the option of Tenant, be terminated by Tenant upon thirty (30) days' written notice, effective as of the date of such taking, and the rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10.

10.2. PARTIAL TAKING. If, during any Term, less than the entire Leased Property is taken but it shall be determined by Tenant in its reasonable judgment that the Leased Property can be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease shall not terminate but shall continue in full force and effect for the remainder of such Term and any agreed upon extensions thereof. The rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10. Tenant shall, with due diligence, restore, repair, and replace that portion of the Leased Property not so taken to a condition suitable for Tenant's intended use, having due regard for the design, construction, and character of the Leased Property existing before such taking. Any and all funds received by Landlord or Tenant for such partial taking shall be used to restore, repair, and replace the Leased Property.

10.3. TEMPORARY TAKING. If all or any portion of the Leased Property is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period of time, this Lease shall not terminate and Tenant shall continue to perform and observe all of his obligations as though such taking had not occurred except to the extent that Tenant may be prevented from so doing by reason of such taking. Tenant shall in no event be excused from the payment of Rent and all other sums and charges required to be paid under this Lease. Any taking extending longer than sixty (60) days and affecting more than fifty percent (50%) of the Leased Property shall not be considered a temporary taking.

10.4. ALLOCATION OF TAKING AWARD. If all or a portion of the Leased Property shall be taken by exercise of the right of eminent domain, the total award in any such proceeding or for any such injury or reduction in value shall be determined as follows:

10.4.1. In the event of any taking that results in the termination of this Lease in accordance with the provisions of this Section 10, then Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests in the Leased Property.

10.4.2. In the event of any taking of a portion of the Leased Property that does not result in the termination of this Lease in accordance with the provisions of this Section 10, then Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

10.4.3. As used in this Section 10, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by deed or transfer in lieu thereof, for any public or quasipublic use under any statute or law. The taking shall, at the election of Tenant, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

10.5. SETTLEMENT. Landlord shall not make any settlement with the condemning authority or convey any portion of the Leased Property to such authority in lieu of condemnation or consent to any taking without the consent of Tenant, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 11
DEFAULTS BY TENANT; REMEDIES

11.1. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an Event of Default by Tenant:

11.1.1. Any failure by Tenant to pay any installment of Rent, where such failure continues for thirty (30) business days after written notice thereof by Landlord to Tenant;

11.1.2. Failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant; where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

11.1.3. Tenant (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition in bankruptcy or a petition to take advantage of any insolvency act, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (v) files a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

11.1.4. Tenant is adjudicated as bankrupt or a court of competent jurisdiction enters an order or decree appointing, without the consent of Tenant, a receiver of Tenant, or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Tenant under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

11.1.5. Tenant is liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all its assets;

11.1.6. The estate or interest of Tenant in the Leased Property or any part(s) thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within ninety (90) days after commencement thereof; or

11.1.7. An assignment of Tenant's interest under this Lease occurs without Landlord's consent in violation of the provisions of this Lease.

Notwithstanding anything to the contrary contained in this Lease regarding notice and cure periods, any notice and cure periods provided for herein shall be in lieu of, and not in addition to, any applicable time periods prescribed by any applicable laws as a condition precedent to the commencement of legal action against Tenant for possession of the Leased Property.

11.2. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. Without in any way limiting Landlord's other rights and remedies hereunder or at law and/or in equity, upon the occurrence of an Event of Default by Tenant, or before the expiration of any notice or cure period hereunder in the event of emergency, Landlord, at its option (but without any obligation), may elect to cure any Tenant default under this Lease, and any amount so paid and the reasonable cost of any such cure, plus interest on such sums at the one percent (1%) per month, shall be deemed to be added to the Rent, immediately payable by Tenant to Landlord upon demand. No such payment or performance by Landlord shall constitute a waiver of any default by Tenant or of any remedy for such default or render Landlord liable for any loss or damage resulting from any such payment or performance. Landlord, or Landlord's authorized representative, may enter the Leased Property for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

11.3. RECEIVER. Upon the occurrence of an Event of Default, and upon commencement of proceedings to enforce the rights of Landlord hereunder or at law and/or in equity, Landlord shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to Landlord of the Leased Property, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

11.4. WAIVER. If Landlord initiates judicial proceedings or if this Lease is terminated by Landlord pursuant to this Article 11, Tenant waives, to the extent permitted by applicable law, (i) any right of redemption, re-entry or repossession; and (ii) the benefit of any applicable law now or hereafter in force exempting the Leased Property from liability for Rent.

11.5. LANDLORD'S RIGHT OF RE-ENTRY. Following an Event of Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Leased Property pursuant to legal proceedings and eject all parties in possession there following issuance of an order of a court of competent jurisdiction allowing such entry and ejection. Without terminating this Lease and with or without re-entering the Leased Property, Landlord may, at any time and from time to time following an Event of Default, either recover all Rent and additional charges provided for hereunder as it becomes due or re-let the Leased Property, or any part or parts thereof, for the account of Tenant, or otherwise, receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed, or incurred in recovering possession of the Leased Property, including reasonable costs, expenses, and attorneys' fees, and for placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions, and charges paid, assumed, or incurred by Landlord in or in connection with re-letting the Leased Property, and then to the fulfillment of the covenants of Tenant to be performed under this Lease. In addition to the foregoing, Landlord shall have the remedies provided under Nevada law, as the same may be modified or replaced hereafter.

11.6. NO AUTOMATIC TERMINATION. No reentry or taking possession of the Leased Property by Landlord pursuant to Section 11.5 shall be construed as an election to terminate this Lease or Tenant's liability for the payment of Rent or other charges due or accruing hereunder, or as an acceptance of Tenant's surrender of the Leased Property, unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

11.7. TENANT'S PERSONAL PROPERTY. Upon the occurrence of an Event of Default, all of Tenant's Personal Property shall remain on the Leased Property and continuing during the length of said Event of Default. Landlord shall have the right to take exclusive possession of same and to use the same

free of rent or charge until all defaults have been cured or, at its option, to require Tenant to remove the same forthwith.

11.8. NO WAIVER. The waiver by Landlord of any breach of any term, covenant, or condition contained in this Lease shall not be deemed a waiver of such term, covenant, or condition of any subsequent breach thereof, or of any other term, covenant, or condition contained in this Lease. Landlord's subsequent acceptance of partial Rental or performance by Tenant shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease or of any right of Landlord to a forfeiture of this Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of Landlord's acceptance. No term, covenant, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

11.9. NON-RECOURSE LEASE. Notwithstanding anything to the contrary contained in this Lease, including without limiting the remedies of Landlord contained in this Article 11, except as otherwise provided in Section 11.11 below, if at any time, Tenant shall fail to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Landlord or its successors and assigns shall obtain a money judgment against Tenant, Landlord agrees to look solely to the interest of Tenant in the Leased Property, New Improvements and/or the Tenant's Personal Property for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Landlord shall have no right of action nor shall Tenant be liable for any such insufficiency.

11.10 NO RELEASE. Notwithstanding the foregoing provisions of Section 11.9, Tenant shall be fully liable to Landlord for damages suffered by Landlord, to the extent provided by law for the following: (i) proceeds paid under any insurance policies by reason of damage, loss, or destruction to all or any portion of the Leased Property, to the full extent of such proceeds are not applied in accordance with the terms and provisions of the Lease, (ii) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of all or any portion of the Leased Property, to the full extent that such proceeds or awards are not applied in accordance with the terms and provisions of the Lease, (iii) waste committed on the Leased Property, damage to the Leased Property as a result of the intentional misconduct or gross negligence of Tenant or any of its principals, officers, general partners or members, or any agent, employee or volunteer of any such person, or any removal of all or any portion of the Leased Property in violation of the terms of the Lease, to the full extent of the losses or damages incurred by Landlord on account of such occurrence, (iv) failure to pay or remove any mechanic's liens, materialmen's liens or other liens created by or through Tenant, to the full extent of the amount claimed by any such lien claimant or (v) intentional fraud, intentional misrepresentation, or intentional failure to disclose a material fact in the written materials and/or information provided to Landlord by or on behalf of Tenant or any of its affiliates, principals, officers, members, agent, employee, or other person authorized or apparently authorized to make statements, representations, or disclosures on behalf of Tenant or its affiliates, principals, officers, members, agent, employee, or other person authorized or apparently authorized in connection with this Lease and the transactions contemplated hereby.

11.11. TENANT'S WAIVER OF DEFENSES. Tenant hereby waives any and all right, as against Landlord, to assert any claim against Landlord or counter-claim or defense in any action brought by Landlord, whether at law or in equity, on the basis of any asserted invalidity of the Landlord as a governmental authority, the invalidity or illegality of the possession of the Leased Property by the Landlord, or the invalidity or illegality of this Lease; provided, however, that Tenant reserves all of its rights and remedies at law or in equity in the event this Lease is found to be invalid, illegal, or unenforceable against Landlord through no action or claim made by Tenant.

ARTICLE 12
DEFAULTS BY LANDLORD; REMEDIES

12.1. DEFAULTS. If Landlord shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease on its part to be performed or observed, within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach, and Tenant shall have the right to pursue any other remedies available at law and in equity.

12.2. NON-RECOURSE LEASE. Notwithstanding anything to the contrary contained in this Lease, including, without limitation, the remedies of Tenant contained in this Article 12, if Landlord fails to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Tenant or its successors and assigns shall obtain a money judgment against Landlord, Tenant agrees to look solely to the interest of Landlord in the Leased Property or the New Improvements for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Tenant shall have no right of action nor shall Landlord be liable for any such insufficiency.

ARTICLE 13
MISCELLANEOUS

13.1. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

13.2. SUCCESSORS AND ASSIGNS. The Parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, and permitted successors and assigns.

13.3. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the Party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Rent or excuse such obligations as this Lease may otherwise impose on the Party to obey, remedy, or avoid such event.

13.4. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. Landlord's consent to or approval of any act by the Tenant's requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

13.5. NOTICES. Any notice, demand request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To Landlord: City of Las Vegas
Department of Operations and Maintenance
Attn: Real Estate Administrator
333 North Rancho Drive, 8th Floor
Las Vegas, NV 89106
(702) 229-1021 phone
(702) 464-2522 fax

To Tenant: Latin Chamber of Commerce Community Foundation
Attn: Executive Director
300 N. 13th Street
Las Vegas, NV 89101
(702) 385-7368 phone
(702) 385-2614 fax

Either Party hereto may change its address by giving ten (10) days advance notice to the other Party as provided herein.

13.6. RECORDING. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Leased Property is located.

13.7. SEVERABILITY. It is agreed that, if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that, if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

13.8. CHOICE OF LAW / VENUE / ATTORNEY FEES. Any litigation related to this Lease shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time during any Term either Party institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorneys' fees, incurred therein by the successful Party, fees not to exceed Ten Thousand and 00/100 Dollars ($10,000.00). To the extent such waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this Lease.

13.9. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements, and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement, or contradict this Lease. This Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included in this Lease. There are no other representations, covenants, or warranties between the Parties and all reliance with respect to representations is solely upon the express representations, covenants, and warranties contained in this Lease. The Parties agree that any deletion of language from this Lease prior to its mutual execution by

Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction, or implication, including, without limitation, any implication that the Parties intended thereby to state the converse, obverse, or opposite of the deleted language.

13.10. CAPTIONS. The captions and section numbers appearing herein are for convenience only, are not operative parts of this Lease, and do not in any way limit or amplify the terms and provisions of this Lease.

13.11. AMENDMENTS. To be effective and binding on Landlord and Tenant, any amendment, modification, addition, or deletion to the provisions of this Lease must be made in writing and executed by both Parties in the same manner as this Lease.

13.12. CONSENT OF THE PARTIES. Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned, or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledges that, for so long as Landlord is a governmental agency, any consent or approval required of Landlord under this Lease, may require Landlord to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

13.13. TIME IS OF THE ESSENCE Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

13.14. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as Exhibit C, all officers and board members of the Latin Chamber of Commerce Community Foundation. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date set forth above.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 3/7/12
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

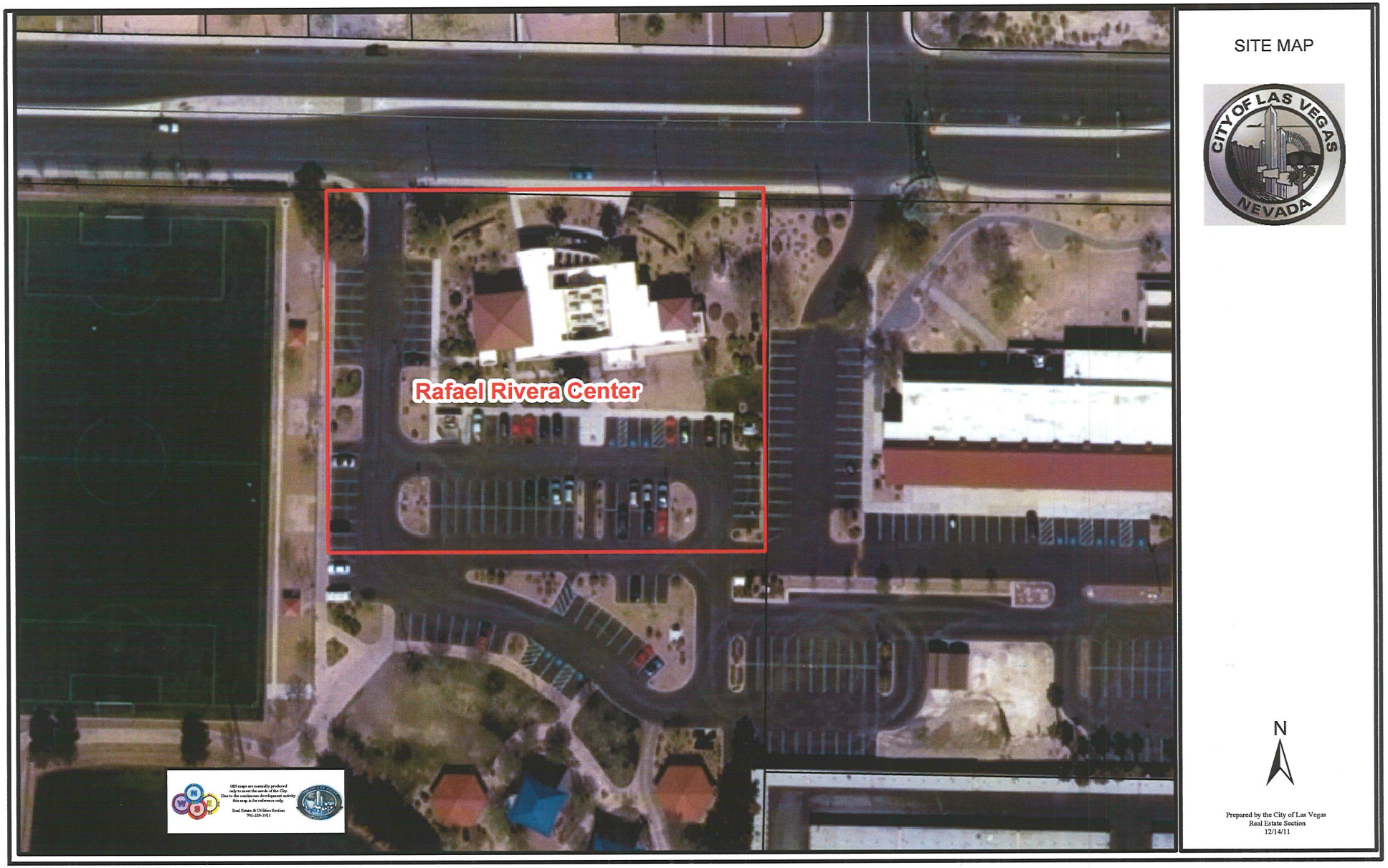
LATIN CHAMBER OF COMMERCE COMMUNITY FOUNDATION

By: _____

Name: René Cantú Jr.

Title: Executive Director

EXHIBIT "A"



SITE MAP

CITY OF LAS VEGAS NEVADA

N

Prepared by the City of Las Vegas
Real Estate Section
12/14/11

EXHIBIT B

LIST OF LANDLORD PERSONAL PROPERTY ITEMS

(see attached)

EXHIBIT "B"

Rafael Rivera Community Center Items remaining at the center		
Item	**Description**	**Quantity**
Chairs	Banquet Style - metal with cushioned seats	22
Stove	Spectra - White	1
Microwave	Sharp Carousel	1
Refrigerator	Whirlpool - single door w/upper freezer	1
Can Opener	Black and Decker - mounted under counter	1
Folding tables	2 multi colored; 4 beige	6
Speakers	Mounted on shelves	2
TV	27" Sony Wega	1
Fold up Tables w/benches	Tables w/attached benches - fold in the middle	4
Table	Free Standing - Large rectangle	1
File Cabinets	4-Drawer Metal - Letter	7
Safes	3 drawer and floor	2
Desks	Desk/Chair combo	27
Dry Erase Boards	Wall Mounted - large	2
Desk	Metal - small	1
Desk Chairs	various	5
Couch	Leather	2
Love Seat	Leather	1
Brochure Holder	Wall Mounted - large and small slots	1
Bulletin Boards	various	3
Ice machine	large	1
Ladder	6 ft step ladder	1
Storage Cabinet	Metal with doors	1
Emergency Defibrillator	Wall Mounted	1
Benches	Leather - straight back	3
Stools	Leather - square cushioned	4
Keyboard w/stand		1
Chair	Leather/suede	1
File Cabinet	Wood - two drawer lateral	2
Desk	Wood	3
Refrigerator	medium size - office/dorm size - white	1
Book shelf	wood with bottom storage area	1
Speakers	Computer speakers	2
TV	Dynex 19"	1
DVD/VHS	Sony DVD/VHS combo	1
TV Stand	Two shelf stand on wheels - black	1
TV Wall Mount	Wall mount for small TV	1
Table	Oblong - light wood	1
Chairs	wood w/fabric	2
Storage Cabinet	wood - small	1
Desk Lamb	metal	1
TV	old floor based projection - 42"	1
Projector		1
Computer Hard Drive	Compaq tower model	1

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

The Board of Trustees of the Latin Chamber of Commerce Community Foundation and principals and partners and entities holding more than 1% interest in the Latin Chamber of Commerce Community Foundation are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Ray Jones, President	3883 Howard Hughes LV, NV 89169-5958	(702) 784-5240
2. Eloiza Martinez, Vice President,	PO Box 337133 North Las Vegas, NV 89033	(702) 202-0834
3. Irene Bustamante-Adams, Secretary	3800 Reflection Way LV, NV 89147	(702) 542-3900
4. Peter Guzmán, Treasurer	300 N. 13th Street, Las Vegas, NV 89101	(702) 384-8269
5. Maggie Arias-Petrel	23 Halston Hills, Henderson, NV 89052	(702) 326-3350
6. Dr. J. Russell Raker	1125 Nevada State Drive, Henderson, NV 89022	(702) 412-7416
7. Carter Buck	7055 Lindell Road, Las Vegas, NV 89118-4703	(702) 876-3990
8. Hannah Brown	1951 Stella Lake St., Las Vegas, NV 89106	(702) 858-8969
9. Stavan Corbett	3909 Maryland Parkway, Ste. 305, Las Vegas, NV 89110	(702) 466-7705
10. Alan Adams	2112 Water Rail Avenue, North Las Vegas, Nevada 89084	(702) 566-0330
11. Jon Guy	3001 St. Rose Pkwy, Henderson, NV 89052	(702) 443-7588
12. Rene Cantu Jr Exec. Director	300 N. 13th, LV, NV 89101	(702) 385-7368

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

The Latin Chamber of Commerce Community Foundation,
A Nevada Non-Profit Corporation

By: _____

Title: Executive Director

Subscribed and sworn to before me this
12th day of March, 2012.

_____
Notary Public

PAM M. BATES
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 00-64885-1
MY APPT. EXPIRES MAY 24, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Lease Amendment between the City of Las Vegas and the State of Nevada, Department of Administration, Public Works Division, for and on behalf of the Department of Health and Human Services, Division of Welfare and Supportive Services, extending the lease an additional 18 months for the office space located at 1040 West Owens - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Division of Welfare and Supportive Services wishes to extend the lease term for an additional 18 months through October 31, 2013 subject to the terms and conditions set forth in the Amendment. The current rent of $29,677.05 per month shall stay the same for the extended term.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Lease Amendment

LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT, made this 6th day of March, 2012, which is herewith made, becomes a part of and modification to that certain Lease dated March 17, 2010, and entered into on April 13, 2010 and commenced on May 1, 2010, between CITY OF LAS VEGAS, hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

WHEREAS the Parties desire to amend, clarify and restate certain items in the original Lease dated March 2, 2010, for the Premises containing approximately 30,840 usable square feet of office space located at 1040 West Owens, Las Vegas, Nevada 89106.

LESSOR, specifically agrees that the terms, covenants, and conditions contained in the Lease described above, shall apply to and bind it, its heirs, successors, executors, administrators, and permitted assignees of the Parties to the Lease.

LESSOR hereby agrees and LESSEE and TENANT accept the following modifications to the terms and conditions of the above-described Lease.

1. **PREMISES**. Commencing upon approval of the Nevada State Board of Examiners, which is expected to be May 8, 2012, LESSOR, LESSEE and TENANT hereby agree to extend the lease term for the 30,840 usable square feet of office space, located at 1040 West Owens, Las Vegas, Nevada 89106 to expire on October 31, 2013, on the same terms and conditions set forth in the above referenced Lease Agreement, except as hereinafter set forth.

2. **RENT SCHEDULE.** Upon Board of Examiners approval of the First Lease Amendment, the rent schedule shall be as follows.

2.1 A monthly total of TWENTY NINE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND 05/100 ($29,677.05), from May 1, 2012 through April 30, 2013, and;

2.2 A monthly total of TWENTY NINE THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND 05/100 ($29,677.05), from May 1, 2013 through October 31, 2013.

Rent shall be payable quarterly in advance in the first day of each quarter to LESSOR at its address specified. In the event the commencement date of this lease is not the first day of a calendar month, the rent shall be prorated on a per diem basis for the calendar month in which the lease term begins.

Except as set forth herein, the terms and provisions of the original Lease dated March 17, 2010, shall remain in full force and effect.

This First Amendment is contingent upon prior approval by the Nevada State Board of Examiners and is not binding upon the parties hereto or effective until such approval.

This First Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

All signed copies of this First Amendment constitute an original.

. . . . .

. . . . .

. . . . .

IN WITNESS WHEREOF, the Parties hereto have executed this First Lease Amendment.

LESSOR

CITY OF LAS VEGAS

By_____
Carolyn G. Goodman, Mayor

Date _____

Attest:

APPROVED AS TO FORM:
J Ponticello 3/19/12
Date

By _____

Printed Name Beverly K. Bridges
Title City Clerk

Date_____

Reviewed as to form and compliance with law only:

CATHERINE CORTEZ MASTO
ATTORNEY GENERAL

By_____
Susan K. Stewart
Deputy Attorney General

Date_____

Approved By:

BOARD OF EXAMINERS

By:_____
Jeff Mohlenkamp, Clerk

Date: _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION PUBLIC WORKS

By_____
Gustavo "Gus" Nunez, P.E.
Administrator

Date_____

TENANT

DEPARTMENT HEALTH AND HUMAN SERVICES

By_____
Michael J. Willden, Director

Date_____

DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES

By_____
Diane Comeaux, Administrator

Date_____

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action authorizing staff to negotiate and purchase real property on Bonneville Avenue between 10th Street and Maryland Parkway for the Bonneville-Clark One-Way Couplet Phase 2 Project ($100,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin)

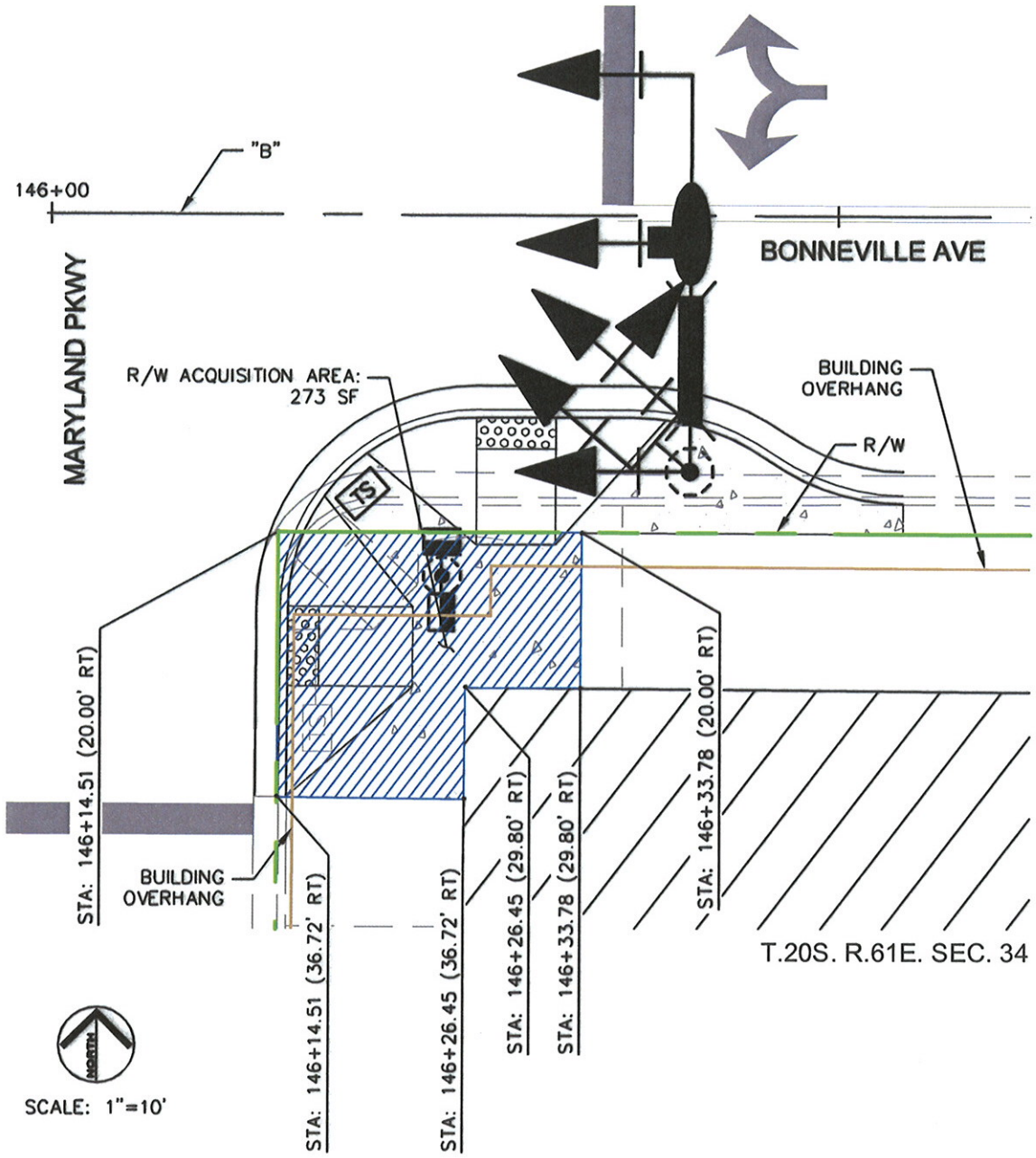
Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000.00
Funding Source: Road and Flood CPF
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
Bonneville Avenue and Clark Avenue are being converted to one-way east and west respectively from Main Street to Maryland Parkway. Improvements include full depth asphalt rehabilitation, curb and gutter, traffic signals, landscaping and striping. Legal Description: Being a portion of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian, Clark County, Nevada

RECOMMENDATION:
Staff recommends approval and authorization of staff to execute any additional documents necessary.

BACKUP DOCUMENTATION:
Exhibit Maps 1, 2 & 3



LEGEND:

R/W ACQUISITION AREA

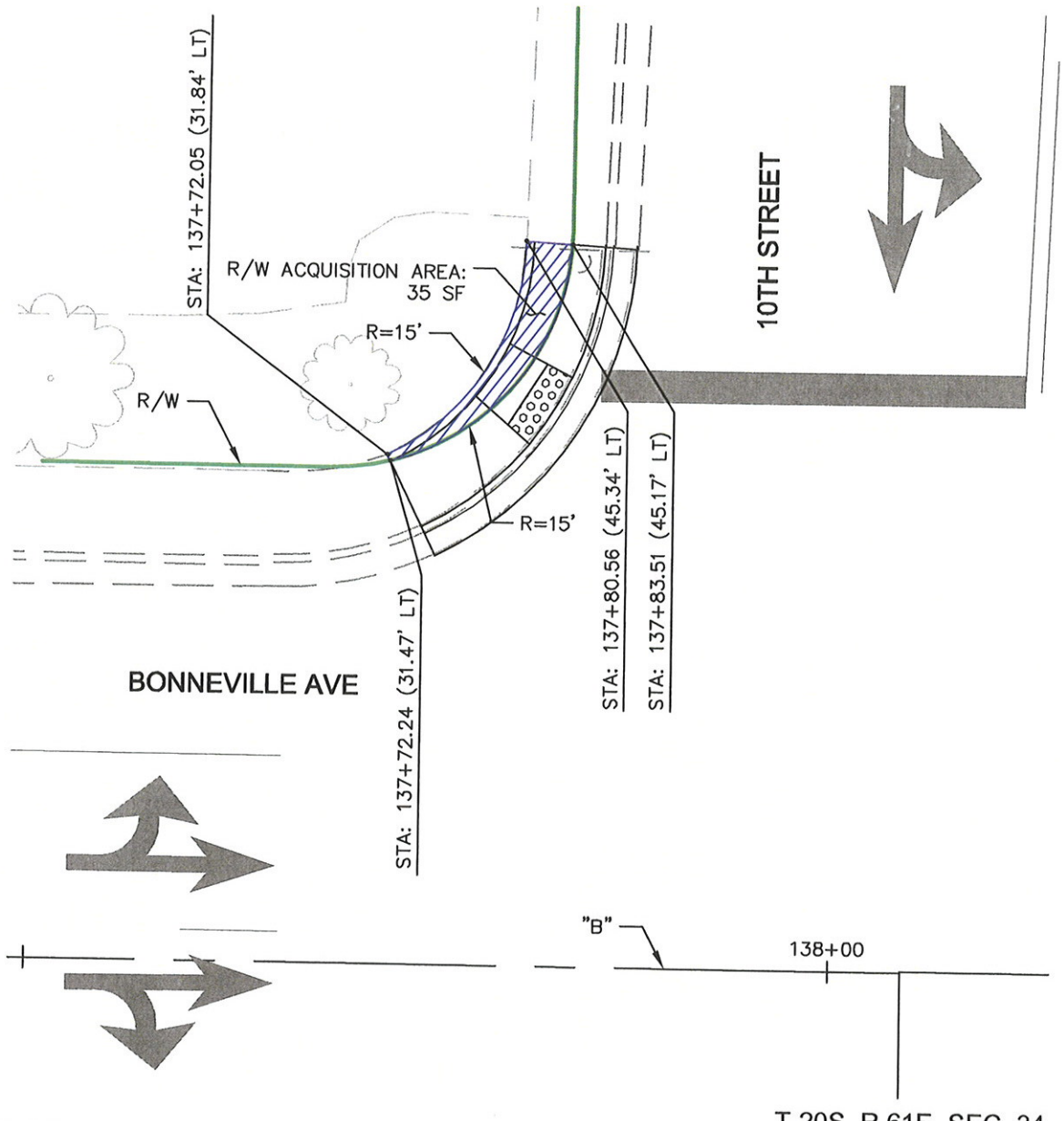
BUILDING OVERHANG

EXISTING R/W

BONNEVILLE AVE / MARYLAND PKWY
RIGHT OF WAY ACQUISITION
EXHIBIT 1

Kimley-Horn and Associates, Inc. ©2012

Date: March 19, 2012 - 12:07pm / User: peter.meyerhofer
Path: \\LAMFP01\Projects\LAM_Public Trans\092256\021 Bonneville-Clark Phase II\CADD\EXHIBITS\Bonneville-Maryland_Exhibit 1.dwg / Xref: x256021vf;x256021hc;x256021lp-pnts;x256021ut;x256021bm-ts



LEGEND:

R/W ACQUISITION AREA

EXISTING R/W

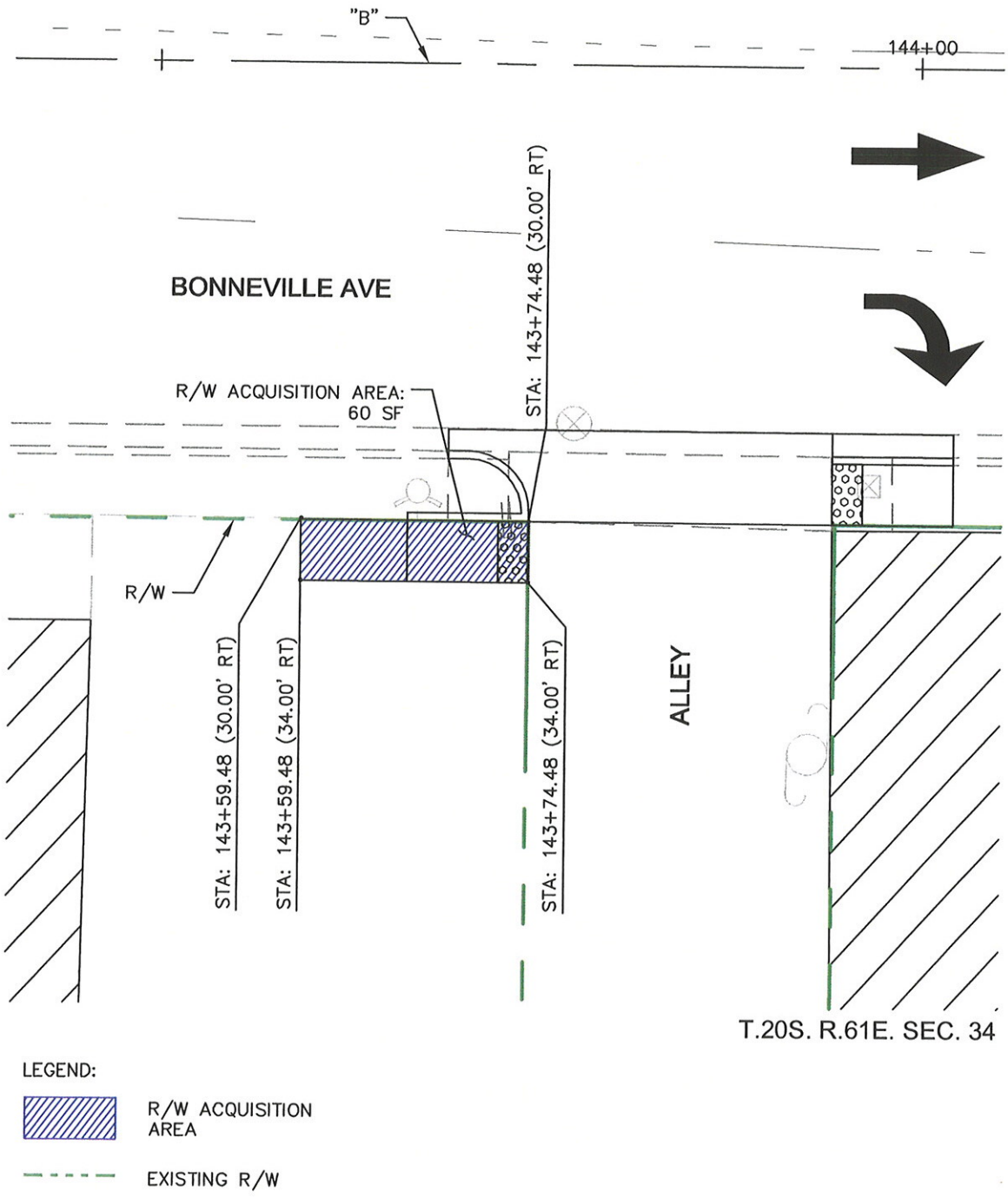
NORTH

SCALE: 1"=10'

BONNEVILLE AVE / 10TH ST RIGHT OF WAY ACQUISITION EXHIBIT 2

Kimley-Horn © 2012 and Associates, Inc.

Date: March 05, 2012 - 4:02pm / User: peter.meyerhofer
Path: \\AMFP01\Projects\LAV_PublicTrans\092256\021 Bonneville-Clark Phase II\CADD\EXHIBITS\Bonneville-10th Exhibit 2.dwg / Xref: x2556021vf;x2556021hc;x2556021tb-print;x2556021utc;x2556021bm-ts



NORTH

SCALE: 1"=10'

BONNEVILLE AVE / 11TH ST ALLEY
RIGHT OF WAY ACQUISITION
EXHIBIT 3

Kimley-Horn and Associates, Inc. ©2012

Date: January 27, 2012 - 9:07am / User: peter.meyerhofer
Path: \\LAVFP01\projects\LAV_PublicTrans\092256\021 Bonneville-Clark Phase II\CADD\EXHIBITS\Bonneville-11th Exhibit 3.dwg / Xref: x256021vf;x256021hc;x256021tp-pnts;x256021ut;x256021bm-ts;x256021bm

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License, Verdi Restaurant & Pizzeria, LLC dba Verdi Restaurant & Pizzeria, 7240 West Azure Drive, Suite 145, Izolda Sahakyan, Mgr 100% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Temporary Beer/Wine/Cooler On-Sale License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Extension of a Temporary Supper Club License , VFTLV02, LLC dba Wahoo's Fish Taco, 1000 South Rampart Boulevard, Suite 21, Shelley Denise Flandermeyer, Mmbr 50%, Paul Gilbert Kraft, Mmbr 50% - Ward 2 (Vacant)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Extension of a Supper Club License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Change of Ownership for a Hypnotherapist License FROM: Sunrise Hypnosis, TO: Janet Lactaoen dba Sunrise Hypnosis, 3032 Pier Harbor Drive, Janet Lactaoen, Owner 100% - Ward 2 (Vacant)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Change of Ownership for a Hypnotherapist License. Previous business name and location was Sunrise Hypnosis at 800 North Rainbow Boulevard, Suite 171.

RECOMMENDATION:
Recommend Approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 3 – 569c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $90,000 and extend the project completion date to December 31, 2012 construction and engineering for the Stewart Avenue Rehabilitation, Main Street to Maryland Parkway project – Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Regional Transportation Commission approved an Interlocal Contract dated September 13, 2007 and Supplemental Interlocal Contracts dated June 11, 2009 and September 10, 2009 for construction and engineering of roadway improvements associated with the Stewart Avenue Rehabilitation, Main Street to Maryland Parkway project. This Supplemental Interlocal Contract No. 3 will decrease total project funding in the amount of $90,000 and extend the project completion date to December 31, 2012. The total cost of the project shall not exceed $2,210,000. The RTC approved this contract at their February 9, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 3 – 569c

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
STEWART AVENUE, MAIN STREET TO MARYLAND PARKWAY

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 made and entered into this 9th day of February, 2012 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, RTC approved an Interlocal Contract on September 13, 2007 and Supplemental Interlocal Contracts on June 11, 2009 and September 10, 2009 for a project to construct roadway improvements associated with the Stewart Avenue Rehabilitation, Main Street to Maryland Parkway, hereinafter referred to as Project, located wholly within the CITY, has been approved by the Regional Transportation Commission; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires to decrease Project funding and to extend the Project completion date.

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, right-of-way other shall not exceed $2,210,000.

2. A revised "Authorization to Proceed" will be granted for construction in the amount not to exceed $1,710,000 and engineering design in an amount not to exceed $500,000, at the time written "Authorization to Proceed" is received from the RTC.

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.

SECTION III: GENERAL paragraph 7 shall be revised to read as follows:

7. 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 reimbursed.

The remainder of the Interlocal Contract dated September 13, 2007 and Supplemental Interlocal Contracts dated June 11, 2009 and September 10, 2009 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action:

February 9, 2012

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/1/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 6 – 573f between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $200,000 for construction and engineering for the Arterial Restoration and Preservation Project Fiscal Year 2008 located throughout the City – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) approved an Interlocal Contract on September 13, 2007 and Supplemental Interlocal Contracts dated June 11, 2009, November 12, 2009, December 10, 2009, March 11, 2010 and April 14, 2011 for improvements associated with the Arterial Reconstruction and Preservation Project Fiscal Year 2008 to prolong the life of existing arterial roadways. This Supplemental Interlocal Contract No. 6 will decrease total project funding in the amount of $200,000. Adjusted funding and scope of the project are outlined in the Exhibit A. The total cost of the project shall not exceed $3,858,000. The RTC approved this contract at their February 9, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 6 – 573f

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6
ARTERIAL RESTORATION AND PRESERVATION PROJECT
FISCAL YEAR 2008

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 6 made and entered into this 9th day of February, 2012 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, RTC approved an Interlocal Contract on September 13, 2007 and supplemental interlocal contracts on June 11, 2009, November 12, 2009, December 10, 2009, March 11, 2010 and April 14, 2011 for improvements associated with the Fiscal Year 2008 Annual Restoration and Preservation Projects; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires 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 and engineering shall not exceed $3,858,000.

2. The City will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $3,289,000 and engineering design at a cost not to exceed $569,000, at the time written Authorization to Proceed is received from the RTC. Expenditures incurred after January 20, 2010 for the ARRA Overlay Projects identified in Exhibit A shall be considered encumbered or allocated and reimbursement shall be made for these expenditures preceding the "Authorization to Proceed" approval by the RTC.

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 September 13, 2007 and supplemental interlocal contracts dated June 11, 2009, November 12, 2009 and December 10, 2009, March 11, 2010 and April 14, 2011 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 6 is effective as of the date first set forth above.

Date of Commission Action:

February 9, 2012

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/1/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2008

Update: 3/1/11

		Type of Work										
Location / Limits	**Project Type**	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**Estimated Costs**
Alexander Rd-Cimarron to US95*	Thin overlay, light repairs											$ 37,400
Durango Dr-Cheyenne to Alexander*	Thin overlay, light repairs											$ 43,200
Hills Center - Village Ctr to Lake Mead*	Thin overlay, light repairs											$ 40,600
Village Center - Golf Ctr to Golf Ctr*	Thin overlay, light repairs											$ 34,200
Bonanza Rd - Las Vegas Blvd to Nellis	Thin overlay, light repairs											$ 1,585,000
Maryland Pkwy-Stewart to Sahara	Thin overlay, light repairs											$ 682,000
Rainbow Blvd, Gowan Rd to Red Coach Ave	Thin overlay, light repairs							X		X	X	$ 10,000
Ann - US95 to Durango	Thin overlay, light repairs							X		X	X	$ 502,800
Torrey Pines - Cheyenne to Washington	Thin overlay, light repairs							X		X	X	$ 702,800
Decatur Blvd - Lake Mead to Rancho	Thin overlay, light repairs							X		X		$ 45,000
Rampart Blvd - Lake Mead to Summerlin	Thin overlay, light repairs							X		X		$ 45,000
Buffalo Dr - Lake Mead to Charleston	Thin overlay, light repairs							X		X		$ 50,000
Lake Mead Blvd - Jones to Hills Center	Thin overlay, light repairs							X		X		$ 80,000
	Total City of Las Vegas Formula Funds:											**$ 3,858,000.00**

*ARRA

A = Crack Seal
B = Asphalt Patch
C = Concrete Repairs
D = ADA compliance
E = Pavement/Base Replacement
F = Inter-connect cable/conduit (as needed)
G = Thin overlay
H = Structural overlay
I = Engineering Design
J = Construction management and Contingency

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 7 – 525g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $200,000 for design and construction for the Decatur Boulevard, Meadows Lane to Sahara Avenue project – Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Regional Transportation Commission (RTC) approved an Interlocal Contract dated November 10, 2005 and Supplemental Interlocal Contracts dated January 8, 2009, February 12, 2009, June 11, 2009, March 11, 2010, September 9, 2010 and October 13, 2011 for the design and construction of roadway improvements for the Decatur Boulevard, Meadows Lane to Sahara Avenue project. This Supplemental Interlocal Contract No. 7 will decrease total project funding in the amount of $200,000. The total cost of the project shall not exceed $3,646,000. The RTC approved this contract at their February 9, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 7 – 525g

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7
DECATUR BOULEVARD, MEADOWS LANE TO SAHARA AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7 made and entered into this 9th day of February, 2012 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 10, 2005 and a supplemental interlocal contracts on January 8, 2009, February 12, 2009, June 11, 2009, March 11, 2010, September 9, 2010 and October 13, 2011 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Decatur Boulevard, Meadows Lane to Sahara Avenue, being located wholly within the CITY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition, and right-of-way other; and,

WHEREAS, the CITY desires 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

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 design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition and utility relocation shall not exceed $3,646,000.

2. The City will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $2,033,000, engineering design at a cost not to exceed $910,000, right-of-way acquisitions at a cost not to exceed $605,000, and right-of-way other at a cost not to exceed $98,000 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 November 10, 2005 and supplemental interlocal contracts dated January 8, 2009, February 12, 2009, June 11, 2009, March 11, 2010, September 9, 2010 and October 13, 2011 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:

February 9, 2012

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/1/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 2 – 685b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $200,000 for construction and engineering for the Fiscal Year 2012/2013 Arterial Reconstruction Projects located throughout the City ($200,000 – Public Works Capital Project Fund [CPF]) – All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: Public Works CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) approved an Interlocal Contract on July 14, 2011 and the Supplemental Interlocal Contract on August 11, 2011 for improvements associated with the Fiscal Year 2012/2013 Arterial Reconstruction Program to prolong the life of existing arterial roadways. This Supplemental Interlocal Contract No. 2 will increase project funding in the amount of $200,000. The total cost of the project shall not exceed $1,127,000. The RTC approved this contract at their February 9, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 2 – 685b

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
ARTERIAL RECONSTRUCTION PROJECTS
FISCAL YEAR 2012/2013

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 made and entered into this 9th day of February, 2012, 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, RTC approved an Interlocal Contract on July 14, 2011 and Supplemental Interlocal Contract on August 11, 2011 for a project to design, perform construction inspection and construct roadway improvements for CITY Arterial Reconstruction Program, being located wholly within the CITY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires 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 agreed and understood, as follows:

SECTION II: PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funds 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 project cost for construction and engineering shall not exceed $1,127,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $25,000 and for construction in an amount not to exceed $1,102,000, at the time written "Authorization to Proceed" is received from the RTC.

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 July 14, 2011 and Supplemental Interlocal Contract dated August 11, 2011 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above.

Date of Commission Action:

February 9, 2012

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/1/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve an Interlocal Contract 689 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design for the Main Street / Commerce Street One-Way Couplet from Las Vegas Boulevard to Clark Avenue ($400,000 – Road and Flood Capital Project Fund [CPF]) – Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $400,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

This Interlocal Contract applies to engineering design of roadway improvements associated with the Main Street / Commerce Street One-Way Couplet project. The basic improvements include sidewalks, L-curbs, full-width paving, improved street lighting, pavement markings and signing, drainage facilities, and traffic signal systems as warranted. The Regional Transportation Commission of Southern Nevada (RTC) agrees to provide funds for project costs. The total cost of the project shall not exceed $400,000. The RTC approved this contract at their February 9, 2012 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 689

INTERLOCAL CONTRACT
MAIN STREET / COMMERCE STREET ONE-WAY COUPLET

THIS INTERLOCAL CONTRACT made and entered into this 9th day of February, 2012, 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 to design Main Street / Commerce Street One-Way Couplet, hereinafter referred to as Project, located totally 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 design of improvements associated with Main Street / Commerce Street One-Way Couplet. The basic improvements include sidewalks, L-curbs, full-width paving, improved street lighting, pavement markings and signing, drainage facilities, and traffic signal systems as warranted.

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, surveying, inspection, testing, right-of-way other and utility relocation shall not exceed $400,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $395,000 and for right-of-way other in an amount not to exceed $5,000, at the time written "Authorization to Proceed" is received from the RTC.

3. A supplemental interlocal contract and 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 June 30, 2015. 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:

February 9, 2012

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

JECIA HUTCHINSON, Executive Assistant

Approved as to Form:

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/1/12

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS09Y09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $50,000 and extend the project completion date to December 31, 2012 for engineering design of the Oakey Drain – Cahlan Drive to Barnard Drive project ($50,000 – Road and Flood Capital Project Fund [CPF]) – Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $50,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated December 10, 2009 and the First Supplemental Interlocal Contract dated December 9, 2010 to provide funding for the design of the Oakey Drain – Cahlan Drive to Barnard Drive. This Second Supplemental Interlocal Contract will increase the project funding in the amount of $50,000 and extend the project completion date to December 31, 2012. The total cost of the project shall not exceed $361,300. The CCRFCD approved this contract at their February 9, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS09Y09

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

OAKEY DRAIN – CAHLAN DRIVE TO BARNARD DRIVE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of February, 2012 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".

W I T N E S S E T H

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 Numbers FWOK0076 and FWOK0100, 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 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 Interlocal Contract dated December 10, 2009 and First Supplemental Interlocal Contract dated December 9, 2010 were entered into between the CITY and the DISTRICT; and

WHEREAS, the City wishes to increase Project funding for engineering design and extend 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 II - PROJECTS COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $346,300.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $10,000.

3. Environmental Mitigation in an amount not to exceed $5,000.

4. The total cost of this Contract shall not exceed $361,300 which includes all the items described in the paragraphs above.

5. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

6. 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.

7. 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.

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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The remainder of this Interlocal Contract dated December 10, 2009 and First Supplemental Interlocal Contract dated December 9, 2010 shall remain unchanged.

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: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 3/1/12
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

February 9, 2012

Regional Flood Control District

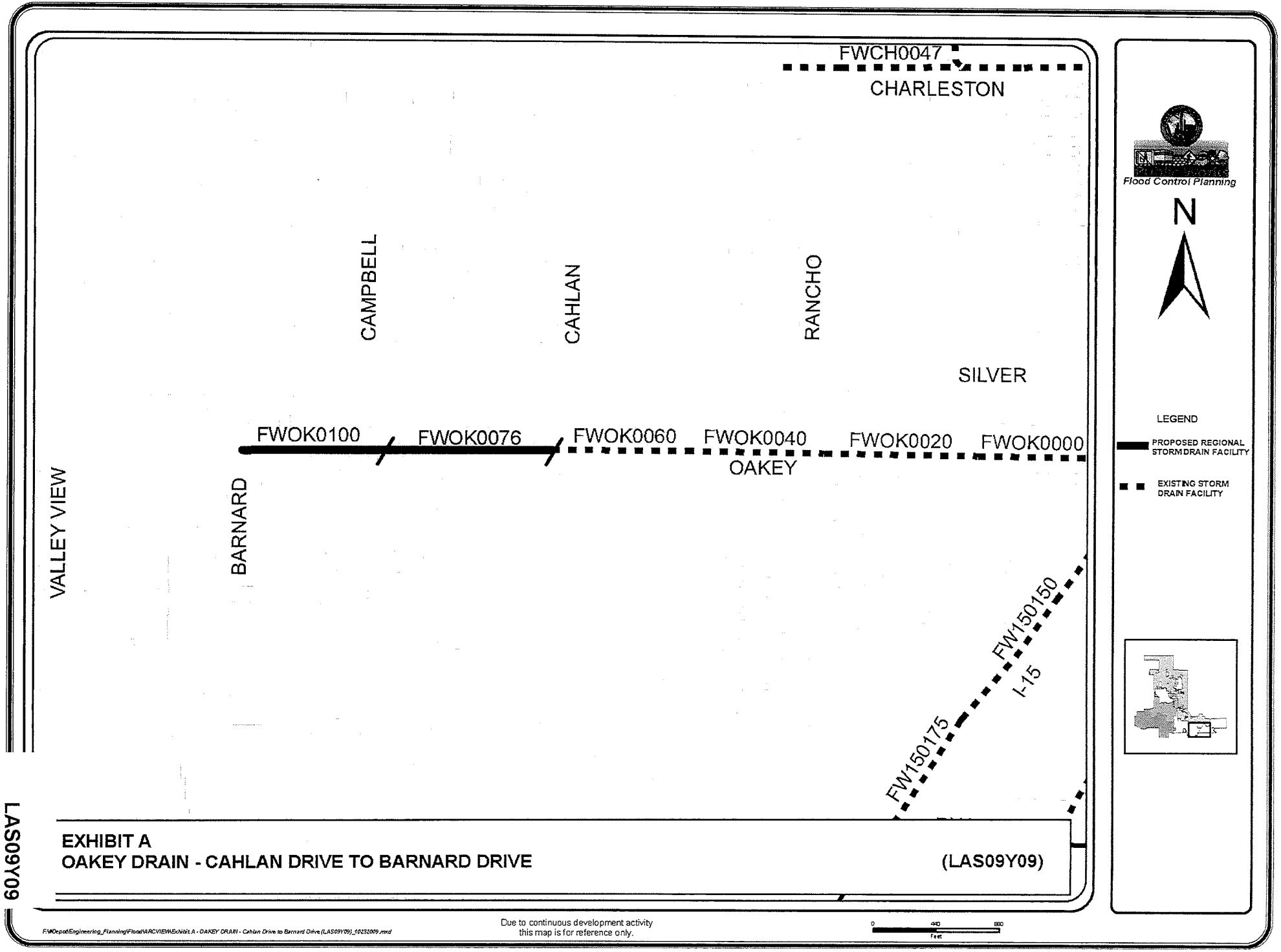
By: Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 2/9/12
Christopher Figgins Date
Chief Deputy District Attorney


FWCH0047
CHARLESTON
CAMPBELL
CAHLAN
RANCHO
SILVER
FWOK0100
FWOK0076
FWOK0060
FWOK0040
FWOK0020
FWOK0000
OAKEY
VALLEY VIEW
BARNARD
FW150150
I-15
FW150175
Flood Control Planning
N
LEGEND
PROPOSED REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
LAS09Y09
EXHIBIT A
OAKEY DRAIN - CAHLAN DRIVE TO BARNARD DRIVE
(LAS09Y09)
F:\MDepot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - OAKEY DRAIN - Cahlan Drive to Barnard Drive (LAS09Y09)_10232009.mxd
Due to continuous development activity this map is for reference only.
0
440
880
Feet

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Third Supplemental Interlocal Contract LAS22K08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase project funding in the amount of $75,000 for engineering design of the Las Vegas Wash – Grand Teton, Mountain Spa to Durango Drive ($75,000 – Road and Flood Capital Project Fund [CPF]) – Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $75,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract dated August 14, 2008 and Supplemental Interlocal Contracts dated July 8, 2010 and July 14, 2011 to provide funding for the design of the Las Vegas Wash – Grand Teton, Mountain Spa to Durango Drive. This Third Supplemental Interlocal Contract will increase the project funding in the amount of $75,000. The total cost of the project shall not exceed $869,721.98. The CCRFCD approved this contract at their February 9, 2012 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract LAS22K08

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

LAS VEGAS WASH – GRAND TETON, MOUNTAIN SPA TO DURANGO DRIVE

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of February, 2012 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".

W I T N E S S E T H

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 as Structure Numbers LVMD 2632 and LVMD 2661, LVMD 2711, LVMD 2737, LVMD 2763, 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 Ten Year Construction Program; and

WHEREAS, the DISTRICT approved an Interlocal Contract on August 14, 2008, First Supplemental Interlocal Contract on July 8, 2010 and Second Supplemental Interlocal Contract on July 14, 2011 to provide funds for the design of the PROJECT; 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 increase Project funding for engineering design.

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 - PROJECTS COSTS, shall be changed to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $850,654.34.

2. Environmental Mitigation in an amount not to exceed $19,067.64.

3. The total cost of this Contract shall not exceed $869,721.98 which includes all the items described in the paragraphs above.

4. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

5. 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.

6. 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.

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The remainder of the Interlocal Contract dated August 14, 2008, First Supplemental Interlocal Contract dated July 8, 2010 and Second Supplemental Interlocal Contract dated July 14, 2011 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third 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: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 3/1/12
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

February 9, 2012

Regional Flood Control District

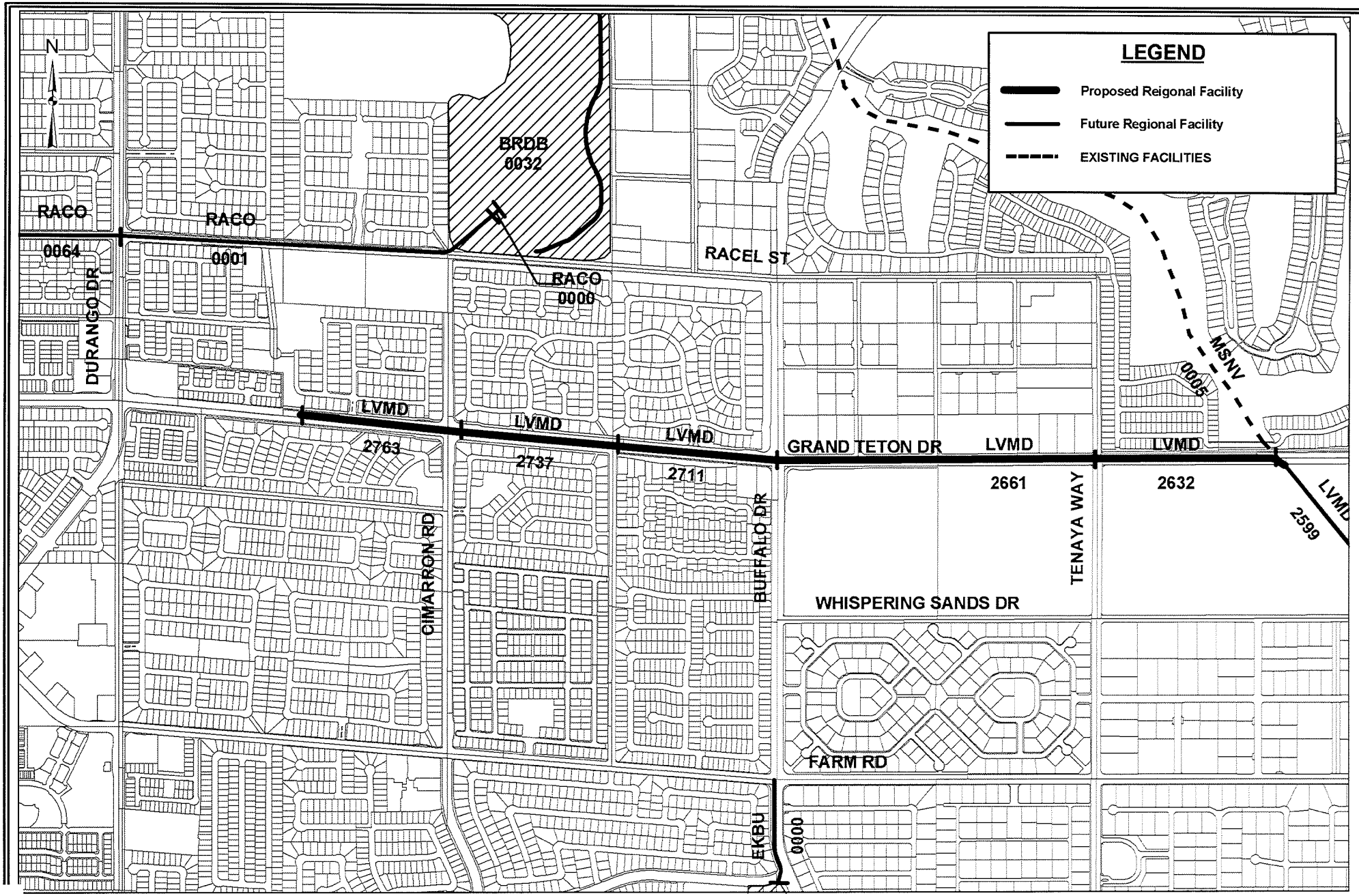
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 2/9/12
Christopher Figgins Date
Chief Deputy District Attorney



LAS22K08

EXHIBIT A

JUNE 11

LAS VEGAS WASH - GRAND TETON, MOUNTAIN SPA TO DURANGO DRIVE (LAS22K08)

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\EXHIBITS\Exhibit A - Las Vegas Wash Middle Branch - Grand Teton Storm Drain.mxd

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Special Event Permit with alcohol for Handmade in Vegas FF, located at 201 East Charleston Boulevard, every First Friday from April 6, 2012 through March 1, 2013, Responsible Person in Charge: Marlene Stidham Reid – Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Handmade in Vegas FF has requested an annual special event permit with alcohol every First Friday from April 6, 2012 through March 1, 2013. The event location is 201 E. Charleston Blvd. Event times will be from 6:00 pm until 11:30 pm, with set up beginning on event days at 8:00 am. Applicant will have no more than 1 bar (beer and wine only). No more than 50 vendors will be at this location during each event. Security will be provided by the applicant. Additional security may be deemed necessary by the Las Vegas Metropolitan Police Department

RECOMMENDATION:
Approve Special Event Permit with alcohol subject to approval of site, security and required event plans by the Director of Public Works.

BACKUP DOCUMENTATION:
Map

CASINO CENTER BLVD
CHARLESTON BLVD
3RD ST
HANDMADE
IN VEGAS
ARTS WAY
CASINO
CENTER
BLVD
N

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Special Event Permit with alcohol for First Friday Las Vegas, LLC, located in the public right of way on 4th Street, 3rd Street and Casino Center Boulevard Charleston Avenue to Utah Avenue and California Street, Colorado Avenue, Imperial Avenue and Utah Avenue from Main Street to 4th Street, every First Friday from April 6, 2012 through March 1, 2013, Responsible Person in Charge: Joey Vanas – Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:

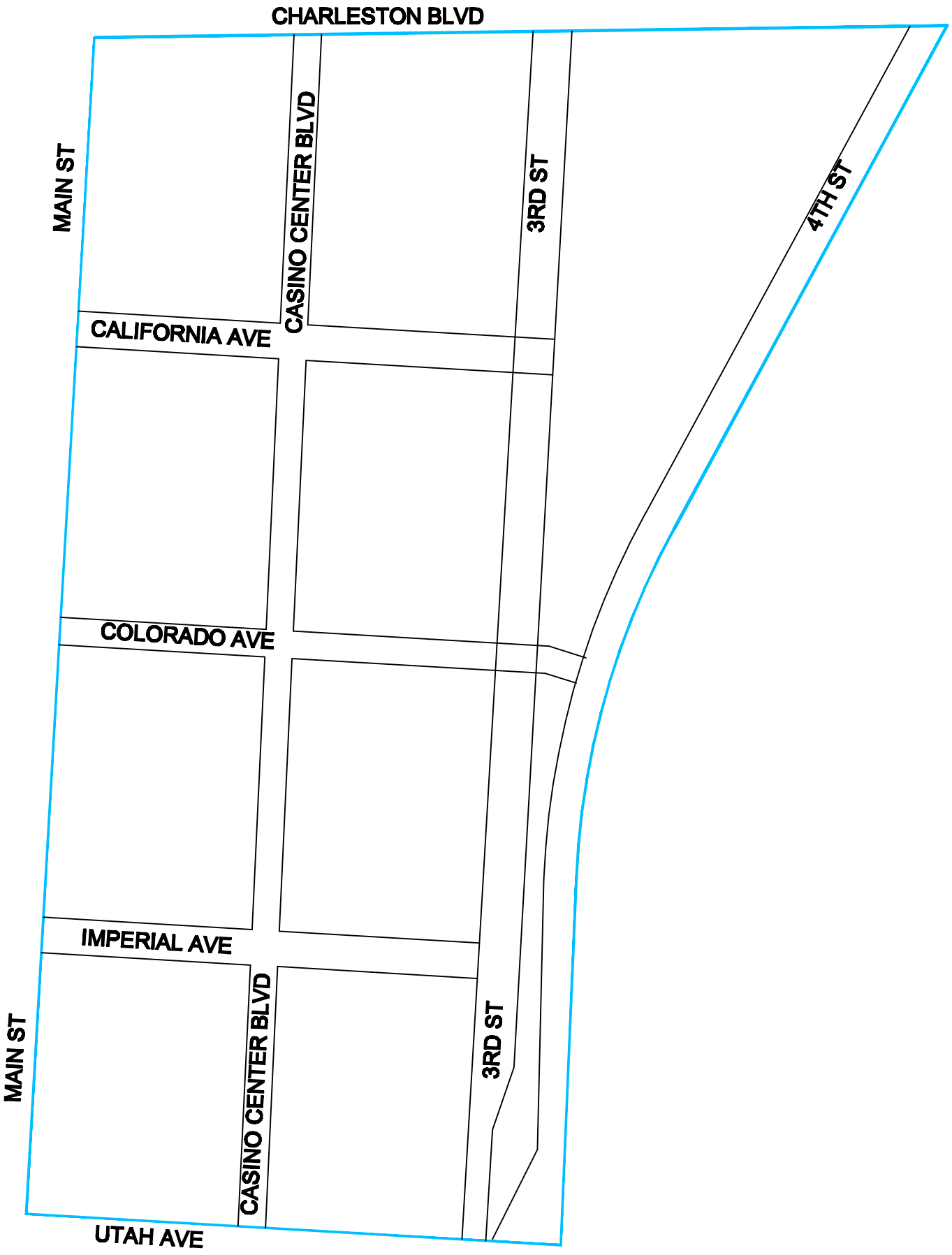
First Friday Las Vegas, LLC has requested an annual special event permit with alcohol every First Friday from April 6, 2012 through March 1, 2013. The event location is on 4th St, 3rd St. and Casino Center Blvd. Charleston Ave. to Utah Ave. and California St., Colorado Ave., Imperial Ave. and Utah Ave. from Main St. to 4th St. Event times will be from 5 pm until midnight, with set up beginning on event days at 8 am. Applicant will have no more than 8 bars. No more than 200 vendors will be at this location during each event. Security will be provided by the applicant. Additional security may be deemed necessary by the Las Vegas Metropolitan Police Department.

RECOMMENDATION:

Approve Special Event Permit with alcohol subject to approval of site, security and required event plans by the Director of Public Works.

BACKUP DOCUMENTATION:

Map


CHARLESTON BLVD
MAIN ST
CASINO CENTER BLVD
3RD ST
4TH ST
CALIFORNIA AVE
COLORADO AVE
IMPERIAL AVE
MAIN ST
CASINO CENTER BLVD
3RD ST
UTAH AVE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Special Event Permit with alcohol for The Arts Factory, LLC, located at 107 East Charleston Boulevard, Suite 250, every First Friday from April 6, 2012 through December 7, 2012, Responsible Person in Charge: Wes Isbutt – Ward 3 (Coffin)

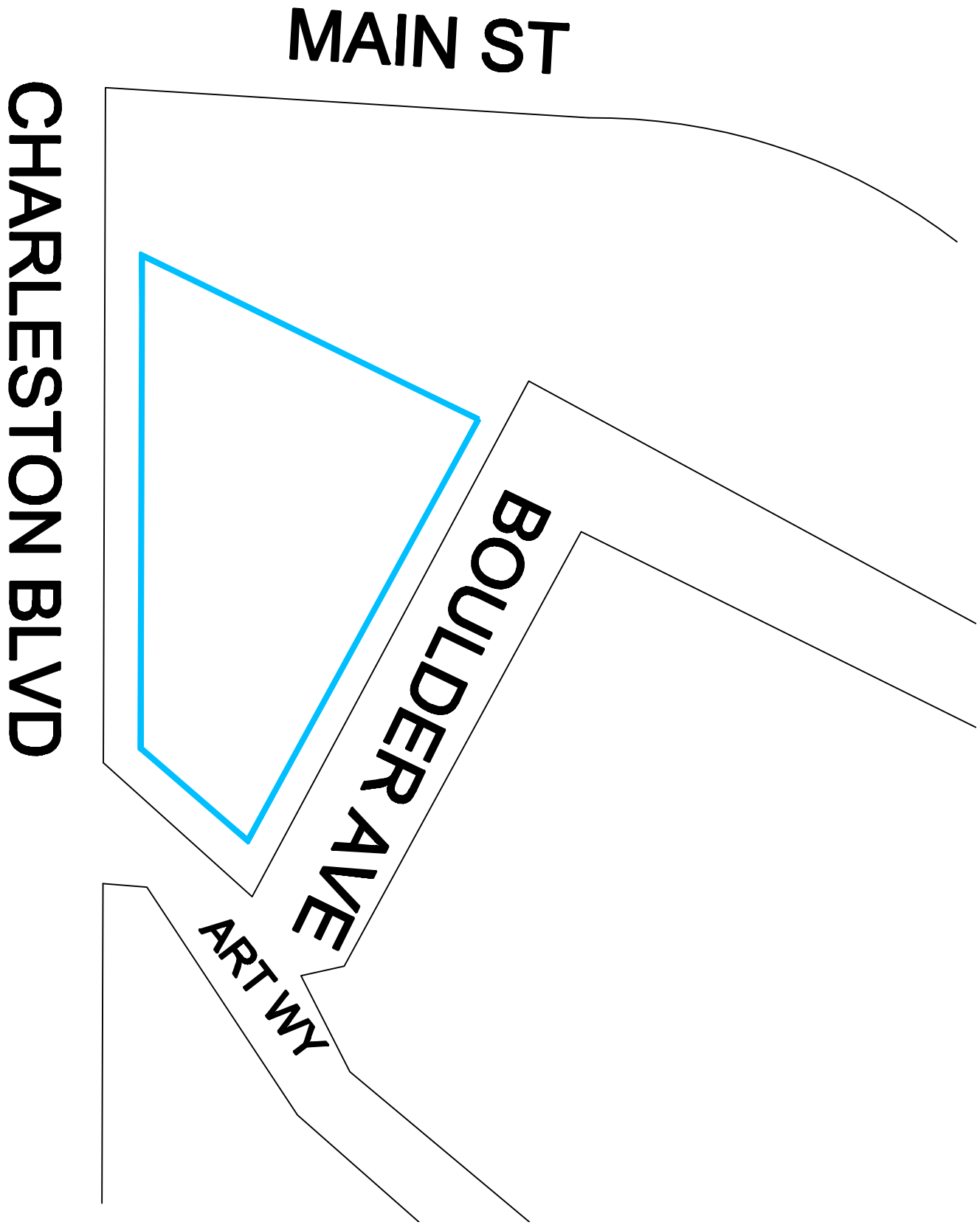
Fiscal Impact

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

PURPOSE/BACKGROUND:
The Arts Factory, LLC has requested a 9 month special event permit with alcohol every First Friday from April 6, 2012 through December 7, 2012. The event location is 107 E. Charleston Blvd., Suite 250. Event times will be from 6 pm until 1 am, with set up beginning on event days at 5 pm. Applicant will have no more than 3 bars. No more than 10 vendors will be at this location during each event. Security will be provided by the applicant. Additional security may be deemed necessary by the Las Vegas Metropolitan Police Department.

RECOMMENDATION:
Approve Special Event Permit with alcohol subject to approval of site, security and required event plans by the Director of Public Works.

BACKUP DOCUMENTATION:
Map


MAIN ST
CHARLESTON BLVD
BOULDER AVE
ART WY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Special Event Permit with alcohol for First Friday Las Vegas, LLC, located in the public right of way in the alley south of Fremont between Las Vegas Boulevard and 6th Street, every First Friday from April 6, 2012 through March 1, 2013, Responsible Person in Charge: Joey Vanas – Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
First Friday Las Vegas, LLC has requested an annual special event permit with alcohol every First Friday from April 6, 2012 through March 1, 2013. The event location is in the public right of way in the alley south of Fremont between Las Vegas Blvd and 6th St. Event times will be from 5 pm until 3 am, with set up beginning on event days at 8 am. Applicant will have no more than 2 bars. No more than 20 vendors will be at this location during each event. Security will be provided by the applicant. Additional security may be deemed necessary by the Las Vegas Metropolitan Police Department.

RECOMMENDATION:
Approve Special Event Permit with alcohol subject to approval of site, security and required event plans by the Director of Public Works.

BACKUP DOCUMENTATION:
Map

W
S
N
E
S 4TH ST
S LAS VEGAS BLVD
N 4TH ST
E CARSON AVE
N LAS VEGAS BLVD
S 6TH ST
N 6TH ST
E CARSON AVE
S 7TH ST
FREMONT ST
N 7TH ST
S 8TH ST
N 8TH ST

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
R-21-2012 - For possible action to approve a Resolution to ratify the appointment of Venetta Appleyard as City Treasurer

Fiscal Impact

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

PURPOSE/BACKGROUND:
Venetta Appleyard has served as the Manager of Financial Services since she was hired in 2005. Prior to joining the City, Ms. Appleyard was the Financial Services Vice President with The Howard Hughes Corporation where she had been employed for 21 years.

RECOMMENDATION:
Approve and ratify the appointment of Venetta Appleyard to the title of City Treasurer

BACKUP DOCUMENTATION:
Resolution No. R-21-2012

RESOLUTION RATIFYING THE APPOINTMENT OF VENETTA APPLEYARD AS CITY TREASURER

WHEREAS, Section 3.070 of the City Charter requires the City Manager to appoint a City Treasurer, subject to ratification by the City Council; and

WHEREAS, pursuant to Section 3.150 of the City Charter, the City Treasurer is to perform such duties as may be prescribed by ordinance or designated by the City Manager; and

WHEREAS, the person last appointed as City Treasurer, Mark R. Vincent, is now serving as the City's Chief Financial Officer; and

WHEREAS, it is deemed appropriate and desirable to appoint a person within the Department of Finance to serve as City Treasurer; and

WHEREAS, the City Manager desires to appoint Venetta Appleyard as City Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to ratify the appointment of Venetta Appleyard as City Treasurer.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2012.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 3-20-12
Date

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report for possible action regarding the unfunded liabilities of the City - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The city has long-term obligations to employees and retirees for certain benefits, as well as for the maintenance of infrastructure assets like road, flood, sewer, park, recreation, and administrative facilities. Currently, most of these obligations are funded on a pay-as-you-go basis, but the long term obligations are significant and will grow over time. This item was held in Abeyance from the March 21, 2012 City Council meeting.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
ADMINISTRATIVE:

Report for possible action regarding the Southern Nevada Regional Homeless Collaboration and Partnerships - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Parks, Recreation and Neighborhood Services/Administration

PURPOSE/BACKGROUND:
On February 22, 2001, the Southern Nevada Regional Planning Coalition (SNRPC) established a subcommittee charged with constructing a workable plan to reduce homelessness throughout the region known as the Committee of Homelessness (CoH). The SNRPC's (CoH) is comprised of financially contributing members including Clark County and the cities of Las Vegas, Henderson, North Las Vegas and Boulder City. Additional regional partners include the State of Nevada, Metropolitan Police Department (METRO), homeless service non-profit providers, faith-based organizations, businesses, civic organizations and citizens. The presentation will include a report from the Regional Initiatives Office and an update regarding the city of Las Vegas Corridor of Hope Center, Clark County Department of Social Services, regional partnerships, funding challenges and how the community is partnering to address homelessness.

RECOMMENDATION:
Staff recommends for City Council to accept report and provide any future direction for homeless efforts.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: April 4, 2012
DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Report and possible action regarding the Southern Nevada Regional Homeless Collaboration and Partnerships - All Wards

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- The SNRPC Committee on Homelessness (CoH) became official on September 25, 2003. An Interlocal agreement was developed among Clark County and the cities of Las Vegas, Henderson, North Las Vegas and Boulder City to share funding based on a population formula that covers expenses related to regional coordination for the area's homeless persons under the direction of the CoH. Regional Partners include the State of Nevada, Metropolitan Police Department (METRO), homeless service non-profit providers, faith-based organizations, businesses, civic organizations and citizens.

- Over the past nine years, the SNRPC CoH has made significant progress through regional collaboration, coordinated efforts, open communication and streamlining services that include:
    1. Over 100 SNRPC CoH public meetings (held monthly) at the Clark County Government Center (meetings televised on Channel 4);
    2. Over 14 strategic community planning sessions, as well as 5 separate strategic planning sessions with the SNRPC CoH;
    3. Annual Homeless Connect Events since 2004;
    4. Federal Continuum of Care (CoC) funds (from a regional coordinated approach) for non-profit homeless providers in Southern Nevada since 2003; and
    5. Over four Census Counts since 2007.
- As a key partner, the city of Las Vegas has been working in concert with the regional homelessness efforts, which involves public/public partnerships and public/private partnerships of ALL jurisdictions.
- As funding challenges (Federal, State and local) become more and more scarce during the coming years, it will be critical for the city of Las Vegas and all other jurisdiction to document the coordinated efforts and collaborations occurring throughout Southern Nevada into one strategic document in order to successfully compete for much needed Federal funds. The Federal government is also requiring communities to have a united plan in order to be considered for federal funds.
- 2011 Southern Nevada Census Statistical Information:
    - 29% increase in the number of homeless on the street from 2009
    - 57% decrease in the number of hidden homeless (individuals not visible on the street); and
    - 46% decrease in the number of sheltered homeless (in structured environments)

As we move forward:

- Recognize the short and long-term challenges our area is facing but working collaboratively;
- Diminishing Funds for programs and services;
- Continue to build on our regional partnerships and collaborations to address homelessness; and
- Determine the short-term/long-term viability of the Corridor of Hope Center.

HOMELESS PLANS/DOCUMENTS:

- Initially, a Regional Homeless Services Ten Point Plan was developed under the leadership of the CoH and served as a road map for addressing the needs of our homeless citizens in Southern Nevada.

- In 2007, this plan was further developed into "*Help Hope Home: Southern Nevada's Regional Plan to End Homelessness*," with a business case and implementation schedule that brought to fruition several strategies, operations, programs and services to help end homelessness in the region. Concurrently, the City Council adopted the *Home for Homeless Nevadans: 10 Year Plan to Reduce Homelessness*, which is consistent and compliments the regional homeless plan but focused specifically on how the city of Las Vegas contributes to the regional partnership.
- The plan continues to require partnerships among government entities, nonprofit partners, groups of faith, and the business community. The overall objective of the plan is to prevent and/or reduce the incidences and length of homelessness among individuals, unaccompanied youth and families living in the city of Las Vegas. This plan serves two purposes: 1) to outline ideas that will guide the city of Las Vegas in reducing and ending homelessness, and 2) to support the Southern Nevada Regional Homeless and Housing Plan. The following are the revised and streamlined strategies that offer a comprehensive and customized approach to addressing the homeless issue:

    1. Promote Interagency Coordination of Human Service Delivery Programs
    2. Increase the Availability of Stable and Sustainable Housing
    3. Strengthen Partnerships and/or Capacity of Community and Faith Based Organizations
    4. Prevent Individuals and/or Families from Becoming Homeless
    5. Provide Coordinated Client Services through Homeless Management (HMIS)
    6. Facilitate the Transition from Homelessness through Intensive Case Management

HOMELESS PREVENTION AND RAPID REHOUSING PROGRAM (HPRP)

- The City of Las Vegas implemented and administered the HPRP Program ($2.1 million of Federal Funds through ARRA) for the past 3 years and scheduled to end June 30, 2012 of this year. The program has accomplished the following:
    - 253 households (658 persons) were rapidly re-housed or received homeless prevention assistance.
    - Case management services were given to assist with stabilization so families could access food stamps, medical assistance, mental health and/or substance abuse treatment and services, apply for social security benefits and so on.

**The city of Las Vegas is the only jurisdiction that currently has any remaining funds for assistance.*

- The Clark County, North Las Vegas, Henderson and the State of Nevada implemented an HPRP Program ($4 million of Federal Funds through ARRA) for the past 3 years and scheduled to end June 30, 2012 of this year. The program has accomplished the following:
    - 889 households (3,048 persons) were rapidly re-housed or received homeless prevention assistance.
    - Case management services were given to assist with stabilization so families could access food stamps, medical assistance, mental health and/or substance abuse treatment and services, apply for social security benefits and so on.

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action on an estimated allocation of $4,137,391 in FY 2012-2013 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,137,391
Funding Source: HUD-CDBG
Dept./Division: Parks, Recreation and Neighborhood Services/Community Services

PURPOSE/BACKGROUND:
The city of Las Vegas anticipates receiving $4,137,391 of United States Department of Housing and Urban Development (HUD) CDBG Funds for Fiscal Year 2012-2013. The city of Las Vegas shall complete all HUD-required Environmental Reviews (ER). Of the $4,137,391 anticipated CDBG Federal Funds for FY 2012-13, 15% ($690,609) is earmarked for public service programming, a Federal regulation. The remaining funds are programmed for qualified debt payments for city of Las Vegas construction projects, qualified infrastructure improvements (i.e., sidewalks) and administration (staffing) for monitoring and reporting.

RECOMMENDATION:
Staff recommends approval of the CDBG allocations 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: APRIL4, 2012
DEPARTMENT: PARKS, RECREATION & NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion for possible action on an estimated allocation of $4,137,391 in FY 2012-2013 Community Development Block Grant (CDBG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

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The Community Development Recommending Board is made up of 13 individuals appointed by Mayor and Council and was created to review applications and recommend how the 15% of CDBG funds should be allocated to non-profits. The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Parks, Recreation & Neighborhood Services. For your convenience, the following is a list of the CDRB members
:

CDRB Members- Recommending Federally funded allocations for FY 2012-13

Board Member	Participation	Appointed By
Karmen La'Shaun	**Co-Chair**	Mayor Goodman
Libby Bjerke	Did not attend mtgs.	Mayor Pro Tem Stavros
Audrey Asselin		Councilman Wolfson
Tom McGrath		Councilwoman Tarkanian
Phyllis McFadden	**Alternate Co-Chair**	Councilwoman Tarkanian
Dev Inder Pappas	**Chair**	Councilwoman Tarkanian
Lou DeSalvio		Councilman Ross
Verlia Davis-Hoggard	Did not attend mtgs. due to medical reasons	Councilman Barlow
Rodney Jordan		Councilman Barlow
Roxann McCoy		Councilman Barlow
Mike Aker		Councilman Coffin
Pam Hartley		Councilman Coffin
Yolanda Cervantes		Councilman Coffin

Summary of Total Grant RECOMMENDED ALLOCATIONS

Applicant	Recommendation
Catholic Charities - #1 -Employment Services Center	$55,859
Catholic Charities - #2 - St Vincent HELP Apartments	$63,910
Catholic Charities - #3 - Public Restrooms	$15,000
City of Las Vegas Leisure Services	$85,590
City of Las Vegas Leisure Services Safekey	$25,000
Family Promise	$15,000
Foundation for Positively Kids, Inc.	$15,000
HELP of SNV – Emergency Services #PS1	$35,773
HELP of SNV Youth Center #PS2	$31,008
Jewish Federation of LV	$25,000
Lutheran Social Services	$48,988
Rebuilding Together of SNV	$15,000
SAFE House	$23,285
Salvation Army	$31,463
Shade Tree	$40,476
Spread the Word Nevada Kids to Kids	$15,000
United States Veterans Initiative	$34,444
Variety Early Learning Center	$21,825
Women's Development Center	$22,988
Total	**$620,609**

Code Enforcement	$300,000
Stupak Community Center Bond Payment	$1,518,025
Rebuilding Together – Single Family Rehab	$125,000
James Seastrand Helping Hands – Single Family Rehab	$10,000
CLV Future CDBG Construction Projects	$736,279
CDBG Administration and Fair Housing (20% Max)	$827,478
Total CDBG Funds	$4,137,391

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action on an estimated allocation of $1,122,382 in FY 2012-2013 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

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

Amount: $1,122,382
Funding Source: HUD-HOPWA
Dept./Division: Parks, Recreation and Neighborhood Services/Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $1,122,382 of United States Department of Housing and Urban Development (HUD) HOPWA Funds for Fiscal Year 2012-2013. The City of Las Vegas shall complete all HUD-required Environmental Reviews (ER). The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification.

RECOMMENDATION:
Staff recommends approval of the HOPWA allocations 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: APRIL 4, 2012
DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion for possible action on an estimated allocation of $1,122,382 in FY 2012-2013 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Aid for AIDS of Nevada (AFAN) – Short-term Rent, Mortgage, and Utility Assistance, Housing Information, TBRA, and Supportive Services.	$658,349
Community Counseling Center – HIV Supportive Services	$134,000
Golden Rainbow – Living with AIDS Program	$69,657
HELP of Southern Nevada – Emergency Resource Services	$137,600
Women's Development Center – HOPWA Affordable Housing	$89,105
Total HOPWA Funds Recommended by CDRB	$1,088,711
HOPWA Administration (3%)	$33,671
Total HOPWA Funds	**$1,122,382**

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action to rename the park currently known as Justice Myron E. Leavitt Family Park to Justice Myron E. Leavitt and Jaycee Community Park located at 2100 East St. Louis Avenue and revise signage in the amount of $6,150 (General Funds) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $6,150
Funding Source: General Fund
Dept./Division: Operations and Maintenance/Parks and Open Spaces

PURPOSE/BACKGROUND:
Justice Myron E. Leavitt Family Park was originally constructed in 1966 and named after the Jaycee's or Junior Chamber of Commerce. Over the years, the Jaycee's disbanded in Nevada, including the Las Vegas Area. The park has had several expansions and renovations throughout the years. On December 3, 2008, the park was named as it is today. At the March 6, 2012 scheduled Parks and Recreation Advisory Commission meeting, the Commission unanimously recommended renaming the park Justice Myron E. Leavitt and Jaycee Community Park as the Jaycee's were very instrumental at the parks inception.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Quote from Outdoor Creations, Inc.

QUOTATION

AUTHORIZED SALES PERSONS SIGNATURE

Signature Date

Carson Rodriguez
P# 530-365-6106
F# 530-365-5129

OUTDOOR CREATIONS INC.

Date: *3/15/2012*
P.O. #

SOLD TO

Name:	City of Las Vegas
Contact:	Gary Bingham
Phone#:	702-249-4936
Address:	

SHIP TO

Name:	Las Vegas Yard
Contact:	
Phone#:	
Address:	Las Vegas, NV

Sales Rep	*Terms*	*F.O.B.*
Carson Rodriguez	C.O.D. / 30 days with Approved Credit	Anderson, CA

Qty.	Model #	Description	Color	$ Price/Unit	$ Extended Price
2	713D	Double Sided Precast Concrete Signs Concrete Sign 36" x 108" Freight Included	Sunset Rose	3075.00	6150.00

SUBTOTAL	6150.00
SALES TAX	N/A
TOTAL	6150.00

PLEASE FILL IN THE INFORMATION BELOW AND READ PAGE 2 WITH TERMS AND CONDITIONS.

STANDARD DELIVERY A.R.O. AND APPROVED SUBMITTALS IS 10-12 WEEKS (Does not apply to custom products).
ESTIMATED / REQUIRED DELIVERY DATE:

PLEASE READ PAGE 2, FILL IN REQUIRED INFORMATION AND SIGN TO PLACE YOUR ORDER.

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion and possible action regarding an Appeal of a Work Card Denial for Adnan Hares Saab, db at Fabulous Freddy Car Wash, 1101 South Fort Apache Road - Ward 2 (Vacant)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of a Work Card Denial. This item was held in abeyance from the February 15, 2012 City Council meeting.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Robert Alejandro Carrillo, db at 7 Eleven Food Store 29635, 1220 Atlantic Street - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
RESOLUTIONS:

R-22-2012 – Public Hearing for possible action regarding a Resolution to Augment and Amend the City of Las Vegas Fiscal Year 2012 General Fund Budget

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $13,000,000
Funding Source: General Fund
Dept./Division: Finance/Administration

PURPOSE/BACKGROUND:
To augment and amend the Fiscal Year 2012 General Fund Budget in the amount of $13,000,000 for the purpose of affecting an increase in appropriations and transfers between functions to provide for unplanned expenditures in the budget.

RECOMMENDATION:
Staff recommends approval of the augmentation and amendment to the General Fund Budget.

BACKUP DOCUMENTATION:
1. Resolution No. R-22-2012
2. Exhibit A - Revenues
3. Exhibit B - Expenditures

R-22-2012

RESOLUTION TO AUGMENT AND AMEND THE FISCAL YEAR 2012 GENERAL FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the General Fund of the City of Las Vegas, Nevada, are now determined to be $540,917,179 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in the beginning fund balance in the Fiscal Year 2012 Budget for the General Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting and amending the Fiscal Year 2012 Budget for the purpose of effecting an increase in appropriations and transfers between functions to provide for expenditures unplanned in original budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 4th day of April, 2012, that the Fiscal Year 2012 Budget for the General Fund be increased from $527,917,179 to $540,917,179, and

BE IT FURTHER RESOLVED that additional expenditures totaling $13,000,000, as itemized in Exhibit B, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation and amendment as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2012.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 3-27-12
Date

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
TAXES			
Ad Valorem Property Tax	$ 82,350,000	$	$ 82,350,000
Room Tax	1,727,100		1,727,100
Subtotal	$ 84,077,100	$ 0	$ 84,077,100
LICENSES AND PERMITS			
Business Licenses And Permits:			
Business Licenses	$ 13,500,000	$	$ 13,500,000
Liquor Licenses	1,900,000		1,900,000
City Gaming Licenses	3,500,000		3,500,000
Franchise Fees:			
Gas Utility	5,700,000		5,700,000
Electric Utility	27,970,000		27,970,000
Sanitation Utility	3,911,775		3,911,775
Telephone Utility	9,000,000		9,000,000
Garbage Collection	3,100,000		3,100,000
Cable Television	6,726,600		6,726,600
Ambulance	402,919		402,919
Nonbusiness Licenses And Permits:			
Animal Permits	175,000		175,000
Building Permits	802,800		802,800
Offsite Permits	249,900		249,900
Misc Permits	800		800
Subtotal	$ 76,939,794	$ 0	$ 76,939,794
INTERGOVERNMENTAL REVENUES			
State Shared Revenues:			
Consolidated Tax	$ 211,700,000	$ 3,000,000	$ 214,700,000
Other State Revenues	8,238		8,238
Other Local Govt. Shared Revenues:			
County Gaming Licenses (City Share)	3,256,875		3,256,875
Other Local Government Revenues	80,000		80,000
Other Local Units PILOT	120,000		120,000
Subtotal	$ 215,165,113	$ 3,000,000	$ 218,165,113

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
CHARGES FOR SERVICES			
General Government:			
Intracity Reimbursable Fees	$ 2,922,427	$	$ 2,922,427
Planning And Development Fees	650,000		650,000
Recreation Fees	70,500		70,500
Business License Application Fee	460,000		460,000
Other	359,815		359,815
Judicial:			
Intracity Reimbursable Fees			-
Financial Counseling Fees	858,000		858,000
Court Counseling Fees	1,128,000		1,128,000
Traffic School Fees	315,000		315,000
Assessment School Fees	66,400		66,400
Court Fees	6,302,600		6,302,600
Other	50,991		50,991
Public Safety:			
Intracity Reimbursable Fees	230,275		230,275
EMS Transport	5,900,000		5,900,000
Inmate Housing	4,267,000		4,267,000
Other	1,479,780		1,479,780
Public Works:			
Intracity Reimbursable Fees	4,828,579		4,828,579
Other	69,261		69,261
Health:			
Animal Shelter Fees	15,343		15,343
Culture And Recreation:			
Intracity Reimbursable Fees	16,920		16,920
Swimming Pool Fees	147,000		147,000
Recreation Fees	1,857,500		1,857,500
Other	278,153		278,153
Economic Development And Assistance:			
Intracity Reimbursable Fees	586,799		586,799
Other			-
Transit Systems:			
Transport Fees			-
Subtotal	$ 32,860,343	$ 0	$ 32,860,343

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
FINES AND FORFEITS			
Court Fines	$ 18,500,000	$	$ 18,500,000
Forfeited Bail	1,330,000		1,330,000
Subtotal	$ 19,830,000	$ 0	$ 19,830,000
MISCELLANEOUS			
Interest Earnings	$ 1,100,000	$	$ 1,100,000
Rents And Royalties	1,945,200		1,945,200
Contributions & Donations	50,000		50,000
Other	821,473		821,473
Subtotal	$ 3,916,673	$ 0	$ 3,916,673
SUBTOTAL REVENUES	$ 432,789,023	$ 3,000,000	$ 435,789,023
OTHER FINANCING SOURCES			
Transfers In:			
Special Revenue Funds	$ 10,536,271	$	$ 10,536,271
Enterprise Funds	5,000,000		5,000,000
Sale of Fixed Assets	3,000,000		3,000,000
Subtotal	$ 18,536,271	$ 0	$ 18,536,271
SUBTOTAL REVENUES AND OTHER FINANCING SOURCES	$ 451,325,294	$ 3,000,000	$ 454,325,294
BEGINNING FUND BALANCE	$ 76,591,885	$ 10,000,000	$ 86,591,885
TOTAL RESOURCES	$ 527,917,179	$ 13,000,000	$ 540,917,179

EXHIBIT B

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION and AMENDMENT- EXPENDITURES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
GENERAL GOVERNMENT			
City Council	$ 3,046,334	$	$ 3,046,334
City Clerk	2,641,378		2,641,378
City Manager	7,027,357		7,027,357
City Attorney	4,191,703		4,191,703
Human Resources	2,331,937		2,331,937
Finance and Business Services	5,553,350		5,553,350
Internal Audit	939,187		939,187
Special Events	245,682		245,682
Planning And Development	7,596,191		7,596,191
Information Technologies	7,958,956		7,958,956
Purchasing & Contracts	2,564,303		2,564,303
Facilities Management	1,138,207		1,138,207
Field Operations - Admin	544,240		544,240
Graffiti Response	1,163,517		1,163,517
Non-Departmental	6,189,559	13,000,000	19,189,559
Subtotal	$ 53,131,901	$ 13,000,000	$ 66,131,901
JUDICIAL			
Municipal Courts	$ 18,548,407	$	$ 18,548,407
Public Defender	559,749		559,749
City Attorney - Criminal	3,274,962		3,274,962
Subtotal	$ 22,383,118	$ 0	$ 22,383,118
PUBLIC SAFETY			
Metropolitan Police	$ 119,841,186	$	$ 119,841,186
City Marshals	9,199,419		9,199,419
Fire Services	104,297,028		104,297,028
Detention And Correctional Services	49,486,453		49,486,453
Building & Safety	3,359,936		3,359,936
Neighborhood Response	2,202,431		2,202,431
Traffic Engineering	15,618,644		15,618,644
Subtotal	$ 304,005,097	$ 0	$ 304,005,097
PUBLIC WORKS			
Administration	$ 942,013	$	$ 942,013
Engineering & Planning	8,959,111		8,959,111
Right of Way	913,992		913,992
Street Maintenance	1,399,415		1,399,415
Subtotal	$ 12,214,531	$ 0	$ 12,214,531

EXHIBIT B

CITY OF LAS VEGAS
FISCAL YEAR 2012
BUDGET AUGMENTATION and AMENDMENT- EXPENDITURES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
HEALTH			
Animal Control	$ 3,396,331	$	$ 3,396,331
Woodlawn Cemetary	120,000		120,000
Communicable Disease Control	15,000		15,000
Subtotal	$ 3,531,331	$ 0	$ 3,531,331
CULTURE AND RECREATION			
Administration	$ 3,204,633	$	$ 3,204,633
Recreation	18,944,528		18,944,528
Cultural Affairs	4,336,595		4,336,595
Parks And Open Spaces	19,008,215		19,008,215
Subtotal	$ 45,493,971	$ 0	$ 45,493,971
ECONOMIC DEVELOPMENT AND ASSISTANCE			
Rapid Response	684,667		684,667
Neighborhood Services	1,740,384		1,740,384
Subtotal	$ 2,425,051	$ 0	$ 2,425,051
TRANSIT SYSTEMS			
Transportation Services	$ 15,000	$	$ 15,000
Subtotal	$ 15,000	$ 0	$ 15,000
SUBTOTAL EXPENDITURES	$ 443,200,000	$ 13,000,000	$ 456,200,000
OTHER USES			
Transfers Out:			
Special Revenue Funds	$	$	$ -
Capital Projects Fund			-
Debt Service Fund	10,800,000		10,800,000
Enterprise Funds	1,200,000		1,200,000
Subtotal	$ 12,000,000	$ 0	$ 12,000,000
SUBTOTAL EXPENDITURES AND OTHER USES	$ 455,200,000	$ 13,000,000	$ 468,200,000
UNAPPROPRIATED ENDING FUND BALANCE	$ 72,717,179	$	$ 72,717,179
TOTAL	$ 527,917,179	$ 13,000,000	$ 540,917,179

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - AUDIT OVERSIGHT COMMITTEE - Councilman Steve Wolfson, Term Expiration 3-21-2013 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. Terms are for two years, with no limit to the number of terms that may be served. Councilman Wolfson's third term expires March 21, 2013, but the unexpired portion of the term must be filled due to his his resignation from the City Council effective February 20, 2012. Procedure for this Committee requires appointment by the Mayor, subject to ratification by the City Council.

RECOMMENDATION:
Mayor Goodman to appoint another member of the City Council to serve on the committee

BACKUP DOCUMENTATION:
Current Listing and Authority

City of Las Vegas Audit Oversight Committee

Name		Appointment Date			Expiration Date
1 **Michael W. Kern**		8 /16/2000			8/18/2012
	Reapp:	**8/7/2002**	**8/18/2004**	**8/2/2006**	**7/16/2008**
2 **William Allen Kaercher**		8 /4 /2010			8/18/2012
	Reapp:	**N/A**			
3 **Paul Workman**		9 /4 /2002			8/18/2012
	Reapp:	**8/18/2004**	**8/2/2006**	**7/16/2008**	**8/4/2010**
4 **Councilwoman Lois Tarkanian**		1 /21/2009			1/21/2013
	Reapp:	**1/19/2011**			
5 **Councilman Steve Wolfson**		3 /21/2007			3/21/2013
	Reapp:	**3/18/2009**	**3/16/2011**		

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98).
(By Laws Amended 8/17/2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council
(Two specifically identified members of the City Council and three members of the community-at-large)
Appointment of members of City Council may not fall during the Election cycle appointment process.

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms.
Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
City Council Appointment Listing

CITY COUNCIL APPOINTMENTS

BOARD NAME	APPT(S)	TERM	CURRENT REPRESENTATION	ORIGINAL APPT. DATE	EXPIRATION/NOTES
Chief Local Elected Officials Consortium (Formerly Nevada Business Services [NBS] Job Training Board)	1	Until replaced	Councilman B. Coffin	7-6-2011	
CLV Audit Oversight Committee *(These board appointments may not fall during the Election" cycle appointment process for Council members)*	2	2 yrs.	Councilman S. Wolfson Councilwoman L. Tarkanian	3-21-2007 1-21-2009 Must fill unexpired term	Exp. 3-21-2013 Exp. 1-21-2013
Clean Water Coalition		Until replaced "	Councilman S. Ross Councilman S. Anthony (Alternate)	7-15-2009 7-6-2011	
Commission for the Las Vegas Centennial		Until replaced "	Mayor C. Goodman Councilman R. Barlow Councilman B. Coffin	7-6-2011 7-6-2011 7-6-2011	
Debt Management Commission (Formerly General Obligation Bond Comm.) One member also serves on the SNRPC)	1	2 yrs.	Councilman B. Coffin	7-6-2011	Exp. June 2013
Las Vegas Convention and and Visitors Authority	2	Term of Office "	Mayor C. Goodman Councilman S. Ross	7-6-2011 7-6-2011	Exp. June 2015 Exp. June 2013
Las Vegas Springs Preserve-Board of Trustees	1	Term of Office	Councilwoman L. Tarkanian	7-6-2011	Exp. June 2015
Local Law Enforcement Advisory Committee	1	Until replaced	Councilman S. Wolfson	5-2-2007	
Mayor Pro Tem	1	Until replaced	Councilman S. Anthony	7-6-2011	Council elects
Metropolitan Police Committee on Fiscal Affairs	2	Until replaced "	Councilman R. Barlow Councilman S. Anthony	7-6-2011 3-7-2012	
Nellis Civilian Military Council Executive Board	2	Until Replaced (Mayor and Alt.)	Mayor C. Goodman Councilman R. Barlow (Alt)	7-6-2011 7-11-2007	
Nevada Development Authority	1	2 yrs.	Mayor C. Goodman	7-6-2011	Exp. June 2013
Nevada League of Cities		Until Replaced	Councilman R. Barlow	1-21-2009	
Oversight Panel for School Facilities	1	2 yrs.	Councilman S. Wolfson	1-7-2009	Exp. 12-31-2013
Regional Flood Control District *(Members are the same as those appointed to RTC and terms should coincide.)*	2	2 yrs. "	Councilwoman L. Tarkanian Councilman S. Ross	5-4-2011 1-21-2009	Exp. 6-30-2013 Exp. 6-30-2013
Regional Rapid Transit Authority		Until replaced	Councilman S. Ross	8-17-2011	
Regional Transportation Commission (Expiration date set by NRS)	2	2 yrs. "	Councilwoman L. Tarkanian Councilman S. Ross	5-4-2011 1-21-2009	Exp. 6-30-2013 Exp. 6-30-2013
So. Nev. Enterprise Community Board		3 yrs.	Councilman R. Barlow	10-3-2007	Exp. 10-3-2013
So. Nev. Health District (formerly Cl. Co. District Bd. of Health) (Membership changed to 2 Council Elected Officials per AB380-2005) (By-Laws Sec. 4.1(e) allows for designation of an Alternate)		2 yrs.	Councilman S. Anthony Councilwoman L. Tarkanian Councilman S. Ross (Alt)	7-1-2009 7-6-2011 11-1-2006	Exp. June 2013 Exp. June 2013 Exp. June 2013
So. Nev. Regional Planning Coalition (Formerly So. Nev. Gov't Efficiency Committee)(member also serves on Debt Mgmt)	2	Until replaced " Alternate -	Councilman B. Coffin Councilman S. Wolfson Councilman S. Anthony	7-6-2011 2-16-2005 7-6-2011	
So. Nev. Water Authority	2 (1 Member, 1 Alternate)	Until replaced	Councilman B. Coffin Councilman S. Anthony (Alt)	7-6-2011 7-15-2009	
Yucca Mnt. Nuclear Repository Com.	2	Until replaced "	Councilman S. Wolfson Councilman B. Coffin	7-21-2004 12-21-2011	City Mgr. or designee also serves

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2012-14 - ABEYANCE ITEM - For Possible Action - Authorizes the issuance by the City of Las Vegas, Nevada of its General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A in the aggregate principal amount of not to exceed $8,500,000 for the purpose of acquiring, constructing improving and equipping street projects related to the reopening of F Street

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $8,500,000
Funding Source: Capital Improvement CPF
Dept./Division: Finance Department

PURPOSE/BACKGROUND:
This bill will authorize the issuance of the City's medium-term bonds for street projects related to the reopening of F street. This item was held in Abeyance from the March 21, 2012 City Council meeting.

RECOMMENDATION:
ADOPTION at 3/21/2012 City Council Meeting as a First Amendment pursuant to the 3/20/2012 Recommending Committee Meeting.

First Reading – 3/7/2012; First Publication – 3/8/2012

BACKUP DOCUMENTATION:
1. Bill No. 2012-14
2. Bill No. 2012-14 First Amendment

Summary - An ordinance authorizing the issuance by the City of Las Vegas, Nevada, of its General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A in the aggregate principal amount of not to exceed $8,500,000 and providing other matters relating thereto.

BILL NO. 2012-14
ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2012A IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, pursuant to Section 7.020 of the Charter, the City, acting through the City Council (the "Council") is authorized to borrow money for any municipal purpose and for such purpose may issue bonds or other securities, and pursuant to Nevada Revised Statutes ("NRS") 268.672 to 268.740, inclusive (the "City Bond Law"), the City is authorized to issue bonds to finance the cost to acquire, improve, equip, operate and maintain street projects as defined in NRS 268.722 (the "Project"); and

WHEREAS, pursuant to NRS 350.087 to 350.095, inclusive (the "Act"), the City is authorized to issue medium-term obligations to finance the Project and to issue, as evidence thereof, negotiable medium-term notes or bonds which shall not be paid in whole or in part from a levy of a special tax which is exempt from the limitations on the levy of ad valorem tax, but which shall be paid from other legally available funds of the City (subject to certain Constitutional and statutory tax limitations), which must mature not later than 10 years after the date of issuance and must bear interest at a rate or rates which do not exceed by more than 3

percent the "Index of Twenty Bonds" which was most recently published before bids for their purchase are received; and

WHEREAS, pursuant to NRS 350.087, the Council determined to publish a notice (the "Notice") of its intention to authorize and to issue medium-term obligations in the maximum principal amount of $8,500,000 in a newspaper of general circulation in the City and an affidavit of such publication is on file in the office of the City Clerk; and

WHEREAS, the Council adopted by at least a two-thirds majority a resolution authorizing medium-term obligations in the maximum principal amount of $8,500,000 to finance the Project (the "Authorizing Resolution") which contained a finding by the Council that the public interest requires medium-term obligations and a statement of the facts upon which the finding was based, which vote was taken at least 10 days after the publication of the Notice; and

WHEREAS, pursuant to NRS 350.089 and relevant provisions of the Nevada Administrative Code, the Council caused a certified copy of the Authorizing Resolution and supporting documents to be submitted to the Executive Director of the Department of Taxation of the State of Nevada (the "Department of Taxation") for his approval; and

WHEREAS, the City received the approval of the Executive Director of the Department of Taxation for such medium-term obligations, a copy of such approval being attached to the following page as follows:

(Attach Approval of Department of Taxation)

WHEREAS, the approval of the Department of Taxation as set forth in the preambles hereof is hereby recorded in the minutes of the Council as required by NRS 350.089; and

WHEREAS, the City has not previously utilized any of the authority so approved by the Department of Taxation; and

WHEREAS, pursuant to the Authorizing Resolution, the Council ordered the medium-term obligations to be offered for sale in the form of medium-term bonds and authorized the City's Chief Financial Officer (the "CFO") to arrange for the sale of such medium-term bonds; and

WHEREAS, the Council hereby determines that the bonds herein authorized to be issued shall be designated the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A" (the "2012A Bonds" or the "Bonds") in the aggregate principal amount of not to exceed $8,500,000; and

WHEREAS, the Council has determined and hereby declares and determines that legally available funds of the City will at least equal the amount required in each year for the payment of interest on and the principal of the Bonds; and

WHEREAS, pursuant to NRS 350.091, the Council has determined and hereby determines that the maximum term of the Bonds does not exceed the estimated useful life of the Project financed with the proceeds of the Bonds; and

WHEREAS, the Council elects to and hereby determines to issue the Bonds in accordance with the provisions of NRS 350.500 to 350.720, inclusive and all laws amendatory thereof, designated in NRS 350.500 thereof by the short title "Local Government Securities Law" (the "Bond Act"); and

WHEREAS, the Council is <u>not</u> authorized to levy general ad valorem taxes (the "General Taxes") to pay the principal of or interest on the Bonds exempt from the limitations of any statutes of the State; any General Taxes levied for the purpose of paying principal or interest on the Bonds will be subject to the limitations contained in the Constitution and the statutes of the State, including, without limitation, the limitations on ad valorem taxes contained in NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453; and

WHEREAS, the Council is therefore authorized and empowered by the Charter, the City Bond Law, the Act, the approval of the Executive Director of the Department of Taxation, and the Bond Act, without any further preliminaries:

A. To issue and sell the City's Bonds; and

B. To exercise the incidental powers provided in the Bond Act in connection with the powers authorized therein or as otherwise expressly provided therein; and

WHEREAS, in the Authorizing Resolution, the Council authorized the CFO or his designee to arrange for the issuance and sale of the Bonds, subject to, among other conditions, adoption by the City of this Ordinance specifying the Bond terms and details and approving their sale; and

WHEREAS, after notice inviting bids for their purchase, the CFO, as the chief financial officer of the City, or the City Manager, as the chief administrative officer of the City, is hereby authorized to receive bids and sell the Bonds to the best bidder therefor (the "Purchaser") and the CFO or the City Manager is hereby authorized to accept a binding bid for the Bonds, the Bonds to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser (the "Bond Purchase Proposal"), such rates not to exceed 3 percent over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds, at a price equal to the principal amount thereof plus accrued interest to the date of delivery of the Bonds, if any, plus a premium or less a discount not to exceed 9 percent of the principal amount of the Bonds, all as specified by the CFO or the City Manager in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the CFO"); and

WHEREAS, the Council hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, there have been presented to the Council at this meeting (i) the Preliminary Official Statement for the Bonds (the "Preliminary Official Statement"), and (ii) the proposed form of the Continuing Disclosure Certificate (the "Disclosure Certificate"); and

WHEREAS, the Council has determined and hereby declares that each of the limitations and other conditions to the issuance of the Bonds in the Charter, the City Bond Law, the Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the

Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion.

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

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "2012 Medium-Term Bond Ordinance" (this "Ordinance").

SECTION 2. Acceptance of Purchase Proposal. The City Manager or the CFO is hereby authorized to accept the Purchase Proposal submitted by the Purchaser for the purchase of the Bonds as set forth in the preambles hereof.

SECTION 3. Ratification. All action heretofore taken by the Council and the officers and employees of the City directed toward the Project and toward the issuance, sale and delivery of the Bonds is ratified, approved and confirmed including, without limitation, the Official Notice of Bond Sale, and the distribution of the Preliminary Official Statement and the and the Final Official Statement in substantially the form thereof (the "Official Statement").

SECTION 4. Necessity of Project and Bonds. It is necessary and in the best interests of the Council, its officers, and the inhabitants of the City, that the City effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds therefor; and it is hereby so determined and declared.

SECTION 5. Authorization of Project. The Council hereby authorizes the Project.

SECTION 6. Authorization of Bonds. For the purpose of providing funds to pay all or a portion of the cost of the Project, the City shall issue its "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A" in the aggregate principal amount set forth in the Certificate of the CFO (not to exceed $8,500,000). The Bonds shall be in the form substantially as set forth in Section 24 of this Ordinance.

SECTION 7. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the City and the registered owners from time to time of the Bonds.

SECTION 8. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection and security of the owners of

any and all of the outstanding Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Ordinance.

SECTION 9. General Obligations. All of the Bonds, as to the principal thereof and the interest thereon (the "Bond Requirements"), shall constitute general obligations of the City, which hereby pledges its full faith and credit for their payment.

SECTION 10. Payment of the Bonds. The Bond Requirements of the Bonds shall be payable from any monies legally available therefor, and provision for the payment of the Bond Requirements of the Bonds shall be made as provided in the Act, provided, however, that ad valorem taxes levied for the purpose of paying the principal of or interest on the Bonds shall be subject to the limitations contained in the Constitution and statutes of the State, including, without limitation, the limitations on the levy of ad valorem taxes imposed by NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453. The City is not authorized to levy ad valorem taxes exempt from the limitations of any of said statutes to pay the Bond Requirements of the Bonds. The City hereby irrevocably covenants with the registered owners of the Bonds from time to time that it will make sufficient provisions annually in its budget to pay the Bond Requirements of the Bonds, when due.

SECTION 11. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

SECTION 12. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the Council or any officer or other agent of the Council or City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bond and as a part of the consideration of its issuance specially waived and released.

SECTION 13. Bond Details. The Bonds shall be issued in fully registered form. The Bonds shall be dated as of the date of their delivery, and except as otherwise provided in Section 17 hereof, shall be issued in denominations of $5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on the maturity date). The Bonds shall bear interest from their date until their maturity date at the rates set forth in the Certificate of the CFO, payable on April 1 and October 1 of each year commencing on October 1, 2012; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates set forth in the Certificate of the CFO from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the designated dates (not to exceed ten years from the date of the Bonds) and in the amounts of principal as designated in the Certificate of the CFO. The principal of any Bond shall be payable to the owner thereof as shown on the registration records kept by the registrar for the Bonds designated in the Certificate of the CFO (the "Registrar"), upon maturity and upon presentation and surrender at the office of the paying agent for the Bonds designated in the Certificate of the CFO (the "Paying Agent"). If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full.

Except as otherwise provided in Section 17 hereof, payment of interest on any Bond shall be made to the owner thereof by check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the owner thereof, at his or her address as shown on the registration records kept by the Registrar as of the close of business on the fifteenth day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"); but any such interest not so timely paid or duly provided for shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at his or her address, as shown on the registration records of the Registrar as of the close of business on a date fixed to determine the names and addresses of owners for the purpose of paying defaulted interest (the "Special Record Date"). Such Special Record Date and the date for payment of defaulted interest shall be fixed

by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date and the date for payment of defaulted interest shall be given to the owners of the Bonds not less than ten days prior thereto by first-class mail to each such owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. All such payments of principal and interest shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

SECTION 14. Redemption Provisions.

A. A. Optional Redemption. The 2012A Bonds maturing on and after the date set forth in the Certificate of the CFO shall be subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, from such maturities selected by the City as designated by the CFO and by any amount within a maturity on any date on and after the date set forth in the Certificate of the CFO, at a price equal to the principal amount of each 2012A Bond so redeemed, and accrued interest thereon to the redemption date, and a premium, if any, computed in accordance with the schedule set forth in the Certificate of the CFO.

B. Mandatory Redemption. The 2012A Bonds set forth in the Certificate of the CFO, if any (the "Term Bonds"), shall be subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Medium-Term Debt Service Fund (as defined in Section 30 hereof) on or before the principal payment date, of the years set forth in the Certificate of the CFO, a sum which, together with other moneys available in the Medium-Term Debt Service Fund, is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of the Term Bonds as set forth in the Certificate of the CFO plus accrued interest to the redemption date. 2012A Term Bonds being redeemed in part will be selected by lot in such manner as the Registrar may determine.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (by lot or in such other manner as the Registrar may determine) from all outstanding Term Bonds, a

principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in subparagraph C of this Section.

At the option of the City to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled or in the event the Bonds are registered in the name of Cede & Co. as provided in Section 17 of this Ordinance, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Partial Redemption. In the case of Bonds in a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, except as otherwise provided in Section 17 hereof, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to Subsections A or B of this Section, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the City (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, except as otherwise provided in Section 17 hereof, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is

presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond or Bonds so called for prior redemption shall likewise be stamped or otherwise identified.

D. Notice of Redemption. Unless waived by the registered owner of a Bond to be redeemed, notice of redemption shall be given by the Registrar in the name of the City by mailing such notice at least fifteen days and not more than sixty days prior to the redemption date, by first-class mail, postage prepaid, to the registered owners (initially Cede & Co.) of the Bonds to be redeemed at their addresses as shown on the registration records. Failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. All such notices of redemption shall be dated and shall state: (i) the CUSIP number or numbers of the Bonds to be redeemed; (ii) the redemption date, (iii) the redemption price, (iv) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (v) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (vi) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Registrar. After such notice has been given in the manner hereinbefore provided, the Bond or Bonds called for redemption shall become due and payable on the designated redemption date, and upon presentation and surrender thereof the City will pay the Bond or Bonds called for redemption. Installments of interest due on the redemption date shall be payable as herein provided for payment of interest. A certificate by the Registrar that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the Bondholder of a notice of redemption shall not be a condition precedent to the redemption of that Bond. Notwithstanding the foregoing provisions, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Registrar of funds on or before the date fixed for redemption sufficient to pay the redemption price of the bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the registered owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

SECTION 15. Negotiability. Subject to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 16. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 17 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 13 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond.

B. The person in whose name any Bond shall be registered, on the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 13 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate

and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

D. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Council upon request.

SECTION 17. Book Entry.

A. Notwithstanding the foregoing provisions of this Ordinance, the Bonds shall initially be evidenced by one Bond per maturity in denominations equal to the aggregate principal amount of such maturity or, in the case of any Term Bonds, the Bonds shall initially be evidenced by one Bond for each term in denominations equal to the aggregate principal amount of the Bonds maturing in that term.. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A, or a determination by the Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository then holding the bonds, which new depository institution must be both a "clearing corporation" as defined in NRS chapter 104 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this Subsection A, or a determination of the Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or designation of a new depository pursuant to clause (2) of Subsection A hereof, upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity of the Bonds then outstanding or, in the case of the Term Bonds, for each term of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of Subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the bonds as provided in clause (3) of Subsection A hereof, and upon receipt of the outstanding bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof, as provided in any subject to the limitations of Section 13 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The Council, the Registrar and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council, the Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to Subsection A hereof.

D. The Council, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of Subsection A hereof in effectuating payment of the Bond

Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

SECTION 18. Execution and Authentication.

A. Prior to the execution of any Bonds by facsimile signature and pursuant to NRS 350.638, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and to the Supplemental Bond Act, the Mayor of the City (the "Mayor"), the City Treasurer of the City (the "Treasurer") and the City Clerk of the City (the "Clerk") shall have each filed with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, shall be signed and executed with the manual or facsimile signature of the Treasurer, and shall bear a manual impression or a facsimile of an impression of the official seal of the City attested with the manual or facsimile signature of the Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, in substantially the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.

D. The Mayor, the Treasurer and the Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 19. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the City, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Mayor, the Treasurer, and the Clerk, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his own facsimile signature, the facsimile signature of his predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 20. Incontestable Recital. Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 21. State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

SECTION 22. Initial Registration. The Registrar shall maintain separate registration records of the City for the Bonds, showing the name and address of the owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, principal amount, and bond number.

SECTION 23. Bond Delivery. After such registration by the Registrar and after their execution and authentication as provided herein, the Treasurer shall cause the Bonds to be delivered to the Purchaser, upon payment being made in accordance with the terms of their sale.

SECTION 24. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
MEDIUM-TERM BONDS
SERIES 2012A

No. _____ **$_____**

Interest Rate	**Maturity Date**	**Dated As of**	**CUSIP**
_____%	April 1, _____	_____, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Las Vegas, Clark County, in the State of Nevada (the "City", the "County" and the "State", respectively) for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest thereon on April 1 and October 1 of each year, commencing on October 1, 2012, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided for. This Bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of this Bond. The principal of this Bond is payable upon presentation and surrender hereof at the principal office of the City's paying agent for the Bonds (the "Paying Agent"), presently The Bank of New York Mellon Trust Company, N.A., who is also now acting as the City's Registrar for the Bonds (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed by first class mail to the person in whose name this Bond is registered (the "registered owner") in the registration records of the City maintained by the Registrar, at the address appearing thereon, as of the close of business on the fifteenth day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date and the date for payment of defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date and the date for payment of defaulted interest shall be given to the registered owner not less than ten (10) days prior thereto. Alternative means of payment of interest may be used if mutually agreed to by the registered owner and the Paying

Agent, as provided in the ordinance of the City Council of the City of Las Vegas (the "Council") authorizing the issuance of the Bonds (the "Bonds") and designated in Section 1 thereof as the "2012 Medium-Term Bond Ordinance" (the "Ordinance"), duly adopted by the Council on March 21, 2012. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

The Bonds are issuable solely as fully registered Bonds in denominations of $5,000 each or (subject to certain conditions) any integral multiple thereof, and are exchangeable for fully registered Bonds of the same maturity in equivalent aggregate principal amounts and in authorized denominations at the aforesaid office of the Registrar but only in the manner, subject to the limitations, and on payment of charges provided in the Ordinance.

This Bond is fully transferable by the registered owner in person or by his or her duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered Bond of authorized denomination or denominations of the same aggregate principal amount and maturity will be issued to the transferee in exchange for this Bond, on payment of the charges and subject to the terms and conditions as set forth in the Ordinance.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Bond must be registered in the name of the owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Ordinance. No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

The City and the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Ordinance with respect to Regular and Special Record Dates for the payment of interest.

** The Bonds shall not be transferable or exchangeable except as set forth in the Ordinance.**

This Bond is one of a series of Bonds issued by the City upon its behalf and upon the credit thereof, for the purpose of defraying wholly or in part the cost to acquire, improve, equip, operate and maintain street projects as defined in NRS 268.722 (the "Project"), under the

authority of and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance.

This Bond is issued pursuant to Chapter 517, Statutes of Nevada, 1983, as amended (the "Charter") pursuant to Nevada Revised Statutes ("NRS") 268.672 to 268.740, inclusive (the "City Bond Law"), pursuant to NRS 350.087 to 350.095, inclusive (the "Act"), pursuant to NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 as the "Local Government Securities Law" (the "Bond Act"), and pursuant to the Ordinance; pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

The Bonds, as to all Bond Requirements, shall be payable from any moneys of the City legally available for the purpose of making such payment and the full faith and credit of the City are hereby irrevocably pledged for making such payment. Provision for the payment of the Bonds shall be made as provided in NRS 350.093 and 350.095, provided, however, that ad valorem taxes levied for the purpose of paying the principal of and interest on the Bonds are subject to the limitations contained in the Constitution and the statutes of the State, including, without limitation, the limitations on ad valorem taxes contained in NRS 354.59811, 354.5913, 354.59815, 354.5982 and 361.453. The City is not authorized to levy ad valorem taxes to pay the principal of or interest on the Bonds exempt from the limitations of any such statutes, but the City has covenanted in the Ordinance to make sufficient provision annually in its budget to pay the Bond Requirements of the Bonds, when due.

[Certain maturities of the Bonds are subject to optional redemption, as provided in the Ordinance and the Certificate of the CFO.]

[Certain of the Bonds are subject to mandatory sinking fund redemption, as provided in the Ordinance and the Certificate of the CFO.]

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance or other instrument pertaining thereto against any individual member of the Council, or any officer or other agent of the City, past, present, or future, either directly or indirectly through the Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

It is hereby certified, recited, declared and warranted that all actions required to be taken prior to the issuance hereof have been had and taken by the City; that the issuance of the

Bonds has been approved by the Executive Director of the Department of Taxation of the State of Nevada as required by the Act, and that the principal of the Bonds, when added to other City indebtedness, does not exceed the limits on indebtedness of the City provided in the Constitution and statutes of the State.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Clark County, State of Nevada, has caused this Bond to be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor of the City, to be attested, signed and executed with a manual or facsimile signature of the City Clerk and to be signed, subscribed and executed by the manual or facsimile signature of the City Treasurer, and has caused a manual or facsimile impression of the seal of the City to be affixed hereon, all as of the dated date above.

(MANUAL OR FACSIMILE CITY SEAL)

CITY OF LAS VEGAS, NEVADA

Attest:

____(Manual or Facsimile Signature)
Mayor

____(Manual or Facsimile Signature)
City Clerk

____(Manual or Facsimile Signature)
City Treasurer

* Insert only if Bonds are delivered pursuant to Section 16(A)(3) of this Ordinance.

** Insert only if Bonds are delivered pursuant to Section 16(A) of this Ordinance.

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication
and registration _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

CITY OF LAS VEGAS TREASURER
as Registrar

By Manual Signature
Authorized Officer or Employee

(End of Form of Registrar's Certificate of Authentication for Bonds)

[STATEMENT OF INSURANCE]
add statement of insurance, if applicable

(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____
Signature Guaranteed:

_____

Name of Transferee:

_____

Address of Transferee:

_____
_____
_____

Social Security or other tax identification number of Transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

NOTICE: TRANSFER FEES MUST BE PAID TO THE REGISTRAR IN ORDER TO TRANSFER OR EXCHANGE THIS BOND AS PROVIDED IN THE WITHIN-MENTIONED ORDINANCE.

(End of Form of Assignment for Bonds)

SECTION 25. Use of Bond Proceeds. Upon the issuance of the 2012A Bonds, the Treasurer shall cause the proceeds of the 2012A Bonds received from the sale of the 2012A Bonds to be deposited into a special account hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A, Construction Account" (the "Construction Account") to be held by the City. Moneys in the Construction Account shall be used solely to defray wholly or in part the cost of the Project including, without limitation, as provided in NRS 350.516, all costs of issuing the Bonds, and the costs of rebates to the United States under Section 148 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), which the Council hereby determines are necessary and desirable and pertain to the Project. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, (i) any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Construction Account shall be deposited into the Medium-Term Debt Service Fund hereinafter created to be used to pay the principal of and interest on the Bonds.

SECTION 26. Use of Investment Gain. Pursuant to NRS 350.658, any gain from any investment and any reinvestment of any proceeds of the Bonds, if needed to defray the cost of the Project, shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Construction Account, and if not needed to defray the cost of the Project, shall be deposited promptly into the Medium-Term Debt Service Fund, for the respective payment of the principal of or interest on the Bonds, or any combination thereof. As provided in Section 34 hereof, any annual General Taxes for the payment of the principal of or interest on the Bonds levied after such deposits of any such investment or reinvestment gain, may be diminished to the extent of the availability of such deposit for the payment of such principal or interest.

SECTION 27. Completion of Project. The City, with the proceeds derived from the sale of the Bonds, shall proceed to complete the Project without delay and with due diligence to the best of the City's ability, as hereinabove provided.

SECTION 28. Prevention of Bond Default. Subject to the provisions of Sections 30 and 34 hereof, the Treasurer shall use any Bond proceeds credited to the Construction Account, without further order or warrant, to pay the Bond Requirements of the 2012A Bonds as the same become due whenever and to the extent moneys otherwise available

therefor are insufficient for that purpose, unless such 2012A Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The Treasurer shall promptly notify the Council of any such use.

SECTION 29. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. The Purchaser, any associate thereof, and any subsequent owner of any Bond shall in no manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

SECTION 30. General Tax Levies. Pursuant to NRS 350.596, any sums coming due on the Bonds at any time when there are not on hand in the Medium-Term Debt Service Fund sufficient funds to pay same shall be promptly paid when due out of the Construction Account or out of a general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes legally available therefor. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there is hereby created a separate account designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2012, Debt Service Fund" (the "Medium-Term Debt Service Fund"). Pursuant to NRS 350.592, 350.594, 350.093 and 350.095, except to the extent other funds are legally available therefor, there shall be duly levied immediately after the issuance of the Bonds and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installment of interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay and retire the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to the Medium-Term Debt Service Fund for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the

Council shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitation imposed by NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453, and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all such revenues received by the City.

SECTION 31. Priorities for Bonds. In any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitations of NRS 361.453, 354.59811, 354.59813 and 354.5982.

SECTION 32. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds herein authorized shall be kept in the Medium-Term Debt Service Fund, which accounts shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

SECTION 33. Use of General Funds. Any sums becoming due on the Bonds at any time when there are on hand from such General Taxes (and any other legally available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596.

SECTION 34. Use of Other Funds. Nothing in this Ordinance prevents the City from applying any funds (other than General Taxes) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, mature, and upon such payments,

the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 35. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Council annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Council shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and the interest thereon. Such General Taxes, when collected, shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore specified.

SECTION 36. Appropriation of General Taxes. In accordance with NRS 350.602, there are hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bonds; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements the Bonds have been wholly paid or provided for.

SECTION 37. Protective Covenants. The City covenants and agrees with each and every owner from time to time of the Bonds, that:

A. The Project shall be completed without delay; and

B. The City will make the principal and interest payments on the Bonds at the place, on the date, and in the manner specified according to the true intent and meaning hereof.

SECTION 38. Tax Covenant. The City covenants for the benefit of the owners of the 2012A Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the 2012A Bonds if such action or omission (i) would cause the interest on the 2012A Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the 2012A Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in calculating the adjusted current earnings adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations. The foregoing covenant shall remain in full force and

effect notwithstanding the payment in full or defeasance of the 2012A Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

SECTION 39. The City covenants and agrees that it will execute, comply with and carry out all of the provisions of the Disclosure Certificate, a copy of which is on file for public inspection in the office of the City Clerk. In the event the City fails to comply with the Disclosure Certificate, any holder or beneficial owner of the Bonds may take the remedial actions set forth therein. Breach of the undertakings of the City in the Disclosure Certificate shall not constitute a default under this Ordinance.

SECTION 40. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien, and all obligations hereunder shall thereby be discharged as to that Bond and the Bond shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by, the United States ("Federal Securities") in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof.

SECTION 41. Continuing Disclosure Certificate. The City covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the Clerk and is hereby authorized to be executed by the CFO and delivered in connection with the delivery of the Bonds.

SECTION 42. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Council shall reasonably determine that it is in the best interests of the City to replace said Registrar or Paying Agent, the Council may, upon notice mailed to each owner of any Bond at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent. Any successor by merger with the Registrar and Paying Agent is automatically appointed as Registrar and Paying Agent hereunder without any further action of the Council, as long as the successor otherwise is qualified to act as Registrar and Paying Agent pursuant to this section. Any bank, trust company or national banking association into which the Registrar and/or Paying Agent or its successor may be converted, merged or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust business shall be the successor of the Registrar and/or Paying Agent under this Instrument with the same rights, powers, duties and obligations and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 43. Delegated Powers. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing of the Bonds, including, without limitation, and if appropriate, a statement of insurance, if any;

B. The printing, distribution and execution of the final official statement for the Bonds (the "Final Official Statement") in substantially the form now before the Council, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent with this Ordinance, and are approved by the execution of the Final Official Statement by the officials designated in the Final Official Statement

C. The execution of such certificates and agreements as may be reasonably required by the Purchaser, relating, inter alia, to:

(1) the signing of the Bonds,

(2) the tenure and identity the officials of the City,

(3) the assessed valuation of the taxable property in and the indebtedness of the City,

(4) the rate of General Taxes levied against taxable property in the City,

(5) the exclusion from gross income for federal income tax purposes of interest on the 2012A Bonds,

(6) the delivery of the Bonds and the receipt of the Bond purchase price,

(7) the accuracy and completeness of any information provided in connection with the Bonds, including information contained in the Official Statement,

(8) if it is in accordance with the fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

(9) the execution of the Disclosure Certificate and any agreement related to the Registrar and Paying Agent for the Bonds not inconsistent with the provisions of this ordinance; and

D. The assembly and dissemination of financial and other information concerning the City and the Bonds.

SECTION 44. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 45. Implied Repealer. All ordinances, resolution bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolutions, bylaw or order, or part hereof, heretofore repealed.

SECTION 46. Publication. When first proposed, this Ordinance must be read to the Council by title and referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination

and distribution. Notice of the deposit must be published once in a newspaper, printed, published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2012A IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the March 7, 2012, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on March 21, 2012.

/s/ Beverly K. Bridges, MMC
City Clerk

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

SECTION 47. Publication After Adoption. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Councilmembers voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper printed, published and having a general circulation in the City, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF ADOPTION OF ORDINANCE)

ORDINANCE NO. __
(of Las Vegas, Nevada)

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2012A IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on March 7, 2012, and was passed at the meeting held on March 21, 2012, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the 24th day of March, 2012, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this March 21, 2012.

Attest: /s/ Carolyn G. Goodman
Mayor

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication)

SECTION 48. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Adopted March 21, 2012.

(SEAL)

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

By: Val Steed 2-28-12
Date

This Ordinance shall be in full force and effect from and after March 24, 2012, i.e., the day after the publication of such Ordinance by its title only.

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

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced on March 7, 2012 and finally adopted and approved on March 21, 2012.

2. The following members of the Council were present at the March 7, 2012 Council meeting:

Mayor:
Councilmembers:

Those Absent: _____
_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on March 7, 2012, and referred to a committee composed of _____ _____ for recommendation; thereafter said committee reported favorably on said Ordinance on March 21, 2012, which was a regular meeting of said Council; that as said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the March 21, 2012 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:
Mayor:
Councilmembers:

Those Voting Nay: _____

_____

Those Absent: _____

_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings held on March 7, 2012 and March 21, 2012. Pursuant to NRS 241.020, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the City's website, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 South Main Street, 1st Floor
Las Vegas, Nevada
(ii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
(iii) Grant Sawyer Building
555 East Washington Avenue
Las Vegas, Nevada
(iv) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. A copy of such notice so given of the meeting of the Council on March 7, 2012 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on March 21, 2012 is attached to this certificate as Exhibit B.

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

8. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____, 2012.

_____
City Clerk

EXHIBIT A

(Attach Copy of Notice of March 7, 2012 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 21, 2012 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

FIRST AMENDMENT

Summary - An ordinance authorizing the issuance by the City of Las Vegas, Nevada, of its General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A in the aggregate principal amount of not to exceed $8,500,000 and providing other matters relating thereto.

BILL NO. 2012-14
ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2012A IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, pursuant to Section 7.020 of the Charter, the City, acting through the City Council (the "Council") is authorized to borrow money for any municipal purpose and for such purpose may issue bonds or other securities, and pursuant to Nevada Revised Statutes ("NRS") 268.672 to 268.740, inclusive (the "City Bond Law"), the City is authorized to issue bonds to finance the cost to acquire, improve, equip, operate and maintain street projects as defined in NRS 268.722 (the "Project"); and

WHEREAS, pursuant to NRS 350.087 to 350.095, inclusive (the "Act"), the City is authorized to issue medium-term obligations to finance the Project and to issue, as evidence thereof, negotiable medium-term notes or bonds which shall not be paid in whole or in part from a levy of a special tax which is exempt from the limitations on the levy of ad valorem tax, but which shall be paid from other legally available funds of the City (subject to certain

Constitutional and statutory tax limitations), which must mature not later than 10 years after the date of issuance and must bear interest at a rate or rates which do not exceed by more than 3 percent the "Index of Twenty Bonds" which was most recently published before bids for their purchase are received; and

WHEREAS, pursuant to NRS 350.087, the Council determined to publish a notice (the "Notice") of its intention to authorize and to issue medium-term obligations in the maximum principal amount of $8,500,000 in a newspaper of general circulation in the City and an affidavit of such publication is on file in the office of the City Clerk; and

WHEREAS, the Council adopted by at least a two-thirds majority a resolution authorizing medium-term obligations in the maximum principal amount of $8,500,000 to finance the Project (the "Authorizing Resolution") which contained a finding by the Council that the public interest requires medium-term obligations and a statement of the facts upon which the finding was based, which vote was taken at least 10 days after the publication of the Notice; and

WHEREAS, pursuant to NRS 350.089 and relevant provisions of the Nevada Administrative Code, the Council caused a certified copy of the Authorizing Resolution and supporting documents to be submitted to the Executive Director of the Department of Taxation of the State of Nevada (the "Department of Taxation") for his approval; and

WHEREAS, the City received the approval of the Executive Director of the Department of Taxation for such medium-term obligations, a copy of such approval being attached to the following page as follows:

(Attach Approval of Department of Taxation)

WHEREAS, the approval of the Department of Taxation as set forth in the preambles hereof is hereby recorded in the minutes of the Council as required by NRS 350.089; and

WHEREAS, the City has not previously utilized any of the authority so approved by the Department of Taxation; and

WHEREAS, pursuant to the Authorizing Resolution, the Council ordered the medium-term obligations to be offered for sale in the form of medium-term bonds and authorized the City's Chief Financial Officer (the "CFO") to arrange for the sale of such medium-term bonds; and

WHEREAS, the Council hereby determines that the bonds herein authorized to be issued shall be designated the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A" (the "2012A Bonds" or the "Bonds") in the aggregate principal amount of not to exceed $8,500,000; and

WHEREAS, the Council has determined and hereby declares and determines that legally available funds of the City will at least equal the amount required in each year for the payment of interest on and the principal of the Bonds; and

WHEREAS, pursuant to NRS 350.091, the Council has determined and hereby determines that the maximum term of the Bonds does not exceed the estimated useful life of the Project financed with the proceeds of the Bonds; and

WHEREAS, the Council elects to and hereby determines to issue the Bonds in accordance with the provisions of NRS 350.500 to 350.720, inclusive and all laws amendatory thereof, designated in NRS 350.500 thereof by the short title "Local Government Securities Law" (the "Bond Act"); and

WHEREAS, the Council is <u>not</u> authorized to levy general ad valorem taxes (the "General Taxes") to pay the principal of or interest on the Bonds exempt from the limitations of any statutes of the State; any General Taxes levied for the purpose of paying principal or interest on the Bonds will be subject to the limitations contained in the Constitution and the statutes of the State, including, without limitation, the limitations on ad valorem taxes contained in NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453; and

WHEREAS, the Council is therefore authorized and empowered by the Charter, the City Bond Law, the Act, the approval of the Executive Director of the Department of Taxation, and the Bond Act, without any further preliminaries:

A. To issue and sell the City's Bonds; and

B. To exercise the incidental powers provided in the Bond Act in connection with the powers authorized therein or as otherwise expressly provided therein; and

WHEREAS, in the Authorizing Resolution, the Council authorized the CFO or his designee to arrange for the issuance and sale of the Bonds, subject to, among other conditions, adoption by the City of this Ordinance specifying the Bond terms and details and approving their sale; and

WHEREAS, after notice inviting bids for their purchase, the CFO, as the chief financial officer of the City, or the City Manager, as the chief administrative officer of the City, is hereby authorized to receive bids and sell the Bonds to the best bidder therefor (the "Purchaser") and the CFO or the City Manager is hereby authorized to accept a binding bid for the Bonds, the Bonds to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser (the "Bond Purchase Proposal"), such rates not to exceed 3 percent over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds, at a price equal to the principal amount thereof plus accrued interest to the date of delivery of the Bonds, if any, plus a premium or less a discount not to exceed 9 percent of the principal amount of the Bonds, all as specified by the CFO or the City Manager in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the CFO"); and

WHEREAS, the Council hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, there have been presented to the Council at this meeting (i) the Preliminary Official Statement for the Bonds (the "Preliminary Official Statement"), and (ii) the proposed form of the Continuing Disclosure Certificate (the "Disclosure Certificate"); and

WHEREAS, the Council has determined and hereby declares that each of the limitations and other conditions to the issuance of the Bonds in the Charter, the City Bond Law, the Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the

Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion.

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

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "2012 Medium-Term Bond Ordinance" (this "Ordinance").

SECTION 2. Acceptance of Purchase Proposal. The City Manager or the CFO is hereby authorized to accept the Purchase Proposal submitted by the Purchaser for the purchase of the Bonds as set forth in the preambles hereof.

SECTION 3. Ratification. All action heretofore taken by the Council and the officers and employees of the City directed toward the Project and toward the issuance, sale and delivery of the Bonds is ratified, approved and confirmed including, without limitation, the Official Notice of Bond Sale, and the distribution of the Preliminary Official Statement and the and the Final Official Statement in substantially the form thereof (the "Official Statement").

SECTION 4. Necessity of Project and Bonds. It is necessary and in the best interests of the Council, its officers, and the inhabitants of the City, that the City effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds therefor; and it is hereby so determined and declared.

SECTION 5. Authorization of Project. The Council hereby authorizes the Project.

SECTION 6. Authorization of Bonds. For the purpose of providing funds to pay all or a portion of the cost of the Project, the City shall issue its "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A" in the aggregate principal amount set forth in the Certificate of the CFO (not to exceed $8,500,000). The Bonds shall be in the form substantially as set forth in Section 24 of this Ordinance.

SECTION 7. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the City and the registered owners from time to time of the Bonds.

SECTION 8. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection and security of the owners of

any and all of the outstanding Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Ordinance.

SECTION 9. General Obligations. All of the Bonds, as to the principal thereof and the interest thereon (the "Bond Requirements"), shall constitute general obligations of the City, which hereby pledges its full faith and credit for their payment.

SECTION 10. Payment of the Bonds. The Bond Requirements of the Bonds shall be payable from any monies legally available therefor, and provision for the payment of the Bond Requirements of the Bonds shall be made as provided in the Act, provided, however, that ad valorem taxes levied for the purpose of paying the principal of or interest on the Bonds shall be subject to the limitations contained in the Constitution and statutes of the State, including, without limitation, the limitations on the levy of ad valorem taxes imposed by NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453. The City is not authorized to levy ad valorem taxes exempt from the limitations of any of said statutes to pay the Bond Requirements of the Bonds. The City hereby irrevocably covenants with the registered owners of the Bonds from time to time that it will make sufficient provisions annually in its budget to pay the Bond Requirements of the Bonds, when due.

SECTION 11. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

SECTION 12. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the Council or any officer or other agent of the Council or City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bond and as a part of the consideration of its issuance specially waived and released.

SECTION 13. Bond Details. The Bonds shall be issued in fully registered form. The Bonds shall be dated as of the date of their delivery, and except as otherwise provided in Section 17 hereof, shall be issued in denominations of $5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on the maturity date). The Bonds shall bear interest from their date until their maturity date at the rates set forth in the Certificate of the CFO, payable on May 1 and November of each year commencing on November 1, 2012; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates set forth in the Certificate of the CFO from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the designated dates (not to exceed ten years from the date of the Bonds) and in the amounts of principal as designated in the Certificate of the CFO. The principal of any Bond shall be payable to the owner thereof as shown on the registration records kept by the registrar for the Bonds designated in the Certificate of the CFO (the "Registrar"), upon maturity and upon presentation and surrender at the office of the paying agent for the Bonds designated in the Certificate of the CFO (the "Paying Agent"). If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full.

Except as otherwise provided in Section 17 hereof, payment of interest on any Bond shall be made to the owner thereof by check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the owner thereof, at his or her address as shown on the registration records kept by the Registrar as of the close of business on the fifteenth day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"); but any such interest not so timely paid or duly provided for shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at his or her address, as shown on the registration records of the Registrar as of the close of business on a date fixed to determine the names and addresses of owners for the purpose of paying defaulted interest (the "Special Record Date"). Such Special Record Date and the date for payment of defaulted interest shall be fixed

by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date and the date for payment of defaulted interest shall be given to the owners of the Bonds not less than ten days prior thereto by first-class mail to each such owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. All such payments of principal and interest shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

SECTION 14. Redemption Provisions.

A. Optional Redemption. The 2012A Bonds maturing on and after the date set forth in the Certificate of the CFO shall be subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, from such maturities selected by the City as designated by the CFO and by any amount within a maturity on any date on and after the date set forth in the Certificate of the CFO, at a price equal to the principal amount of each 2012A Bond so redeemed, and accrued interest thereon to the redemption date, and a premium, if any, computed in accordance with the schedule set forth in the Certificate of the CFO.

B. Mandatory Redemption. The 2012A Bonds set forth in the Certificate of the CFO, if any (the "Term Bonds"), shall be subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Medium-Term Debt Service Fund (as defined in Section 30 hereof) on or before the principal payment date, of the years set forth in the Certificate of the CFO, a sum which, together with other moneys available in the Medium-Term Debt Service Fund, is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of the Term Bonds as set forth in the Certificate of the CFO plus accrued interest to the redemption date. 2012A Term Bonds being redeemed in part will be selected by lot in such manner as the Registrar may determine.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (by lot or in such other manner as the Registrar may determine) from all outstanding Term Bonds, a

principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in subparagraph C of this Section.

At the option of the City to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled or in the event the Bonds are registered in the name of Cede & Co. as provided in Section 17 of this Ordinance, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Partial Redemption. In the case of Bonds in a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, except as otherwise provided in Section 17 hereof, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to Subsections A or B of this Section, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the City (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, except as otherwise provided in Section 17 hereof, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is

presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond or Bonds so called for prior redemption shall likewise be stamped or otherwise identified.

D. Notice of Redemption. Unless waived by the registered owner of a Bond to be redeemed, notice of redemption shall be given by the Registrar in the name of the City by mailing such notice at least fifteen days and not more than sixty days prior to the redemption date, by first-class mail, postage prepaid, to the registered owners (initially Cede & Co.) of the Bonds to be redeemed at their addresses as shown on the registration records. Failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. All such notices of redemption shall be dated and shall state: (i) the CUSIP number or numbers of the Bonds to be redeemed; (ii) the redemption date, (iii) the redemption price, (iv) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (v) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (vi) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Registrar. After such notice has been given in the manner hereinbefore provided, the Bond or Bonds called for redemption shall become due and payable on the designated redemption date, and upon presentation and surrender thereof the City will pay the Bond or Bonds called for redemption. Installments of interest due on the redemption date shall be payable as herein provided for payment of interest. A certificate by the Registrar that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the Bondholder of a notice of redemption shall not be a condition precedent to the redemption of that Bond. Notwithstanding the foregoing provisions, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Registrar of funds on or before the date fixed for redemption sufficient to pay the redemption price of the bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the registered owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

SECTION 15. Negotiability. Subject to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 16. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 17 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 13 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond.

B. The person in whose name any Bond shall be registered, on the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 13 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate

and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

D. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Council upon request.

SECTION 17. Book Entry.

A. Notwithstanding the foregoing provisions of this Ordinance, the Bonds shall initially be evidenced by one Bond per maturity in denominations equal to the aggregate principal amount of such maturity or, in the case of any Term Bonds, the Bonds shall initially be evidenced by one Bond for each term in denominations equal to the aggregate principal amount of the Bonds maturing in that term. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A, or a determination by the Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository then holding the bonds, which new depository institution must be both a "clearing corporation" as defined in NRS chapter 104 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this Subsection A, or a determination of the Council that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or designation of a new depository pursuant to clause (2) of Subsection A hereof, upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity of the Bonds then outstanding or, in the case of the Term Bonds, for each term of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of Subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the bonds as provided in clause (3) of Subsection A hereof, and upon receipt of the outstanding bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof, as provided in any subject to the limitations of Section 13 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The Council, the Registrar and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council, the Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to Subsection A hereof.

D. The Council, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of Subsection A hereof in effectuating payment of the Bond

Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

SECTION 18. Execution and Authentication.

A. Prior to the execution of any Bonds by facsimile signature and pursuant to NRS 350.638, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and to the Supplemental Bond Act, the Mayor of the City (the "Mayor"), the City Treasurer of the City (the "Treasurer") and the City Clerk of the City (the "Clerk") shall have each filed with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, shall be signed and executed with the manual or facsimile signature of the Treasurer, and shall bear a manual impression or a facsimile of an impression of the official seal of the City attested with the manual or facsimile signature of the Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, in substantially the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.

D. The Mayor, the Treasurer and the Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 19. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the City, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Mayor, the Treasurer, and the Clerk, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his own facsimile signature, the facsimile signature of his predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 20. Incontestable Recital. Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 21. State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

SECTION 22. Initial Registration. The Registrar shall maintain separate registration records of the City for the Bonds, showing the name and address of the owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, principal amount, and bond number.

SECTION 23. Bond Delivery. After such registration by the Registrar and after their execution and authentication as provided herein, the Treasurer shall cause the Bonds to be delivered to the Purchaser, upon payment being made in accordance with the terms of their sale.

SECTION 24. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
MEDIUM-TERM BONDS
SERIES 2012A

No. _____ **$_____**

Interest Rate	Maturity Date	Dated As of	CUSIP
_____%	May 1, _____	_____, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Las Vegas, Clark County, in the State of Nevada (the "City", the "County" and the "State", respectively) for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest thereon on May 1 and November 1 of each year, commencing on November 1, 2012, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided for. This Bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of this Bond. The principal of this Bond is payable upon presentation and surrender hereof at the principal office of the City's paying agent for the Bonds (the "Paying Agent"), presently The Bank of New York Mellon Trust Company, N.A., who is also now acting as the City's Registrar for the Bonds (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed by first class mail to the person in whose name this Bond is registered (the "registered owner") in the registration records of the City maintained by the Registrar, at the address appearing thereon, as of the close of business on the fifteenth day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date and the date for payment of defaulted interest shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date and the date for payment of defaulted interest shall be given to the registered owner not less than ten (10) days prior thereto. Alternative means of payment of interest may be used if mutually agreed to by the

registered owner and the Paying Agent, as provided in the ordinance of the City Council of the City of Las Vegas (the "Council") authorizing the issuance of the Bonds (the "Bonds") and designated in Section 1 thereof as the "2012 Medium-Term Bond Ordinance" (the "Ordinance"), duly adopted by the Council on April 4, 2012. All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or Registrar.

The Bonds are issuable solely as fully registered Bonds in denominations of $5,000 each or (subject to certain conditions) any integral multiple thereof, and are exchangeable for fully registered Bonds of the same maturity in equivalent aggregate principal amounts and in authorized denominations at the aforesaid office of the Registrar but only in the manner, subject to the limitations, and on payment of charges provided in the Ordinance.

This Bond is fully transferable by the registered owner in person or by his or her duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered Bond of authorized denomination or denominations of the same aggregate principal amount and maturity will be issued to the transferee in exchange for this Bond, on payment of the charges and subject to the terms and conditions as set forth in the Ordinance.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Bond must be registered in the name of the owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Ordinance. No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

The City and the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Ordinance with respect to Regular and Special Record Dates for the payment of interest.

The Bonds shall not be transferable or exchangeable except as set forth in the Ordinance.

This Bond is one of a series of Bonds issued by the City upon its behalf and upon the credit thereof, for the purpose of defraying wholly or in part the cost to acquire, improve,

equip, operate and maintain street projects as defined in NRS 268.722 (the "Project"), under the authority of and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance.

This Bond is issued pursuant to Chapter 517, Statutes of Nevada, 1983, as amended (the "Charter") pursuant to Nevada Revised Statutes ("NRS") 268.672 to 268.740, inclusive (the "City Bond Law"), pursuant to NRS 350.087 to 350.095, inclusive (the "Act"), pursuant to NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 as the "Local Government Securities Law" (the "Bond Act"), and pursuant to the Ordinance; pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

The Bonds, as to all Bond Requirements, shall be payable from any moneys of the City legally available for the purpose of making such payment and the full faith and credit of the City are hereby irrevocably pledged for making such payment. Provision for the payment of the Bonds shall be made as provided in NRS 350.093 and 350.095, provided, however, that ad valorem taxes levied for the purpose of paying the principal of and interest on the Bonds are subject to the limitations contained in the Constitution and the statutes of the State, including, without limitation, the limitations on ad valorem taxes contained in NRS 354.59811, 354.5913, 354.59815, 354.5982 and 361.453. The City is not authorized to levy ad valorem taxes to pay the principal of or interest on the Bonds exempt from the limitations of any such statutes, but the City has covenanted in the Ordinance to make sufficient provision annually in its budget to pay the Bond Requirements of the Bonds, when due.

[Certain maturities of the Bonds are subject to optional redemption, as provided in the Ordinance and the Certificate of the CFO.]

[Certain of the Bonds are subject to mandatory sinking fund redemption, as provided in the Ordinance and the Certificate of the CFO.]

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance or other instrument pertaining thereto against any individual member of the Council, or any officer or other agent of the City, past, present, or future, either directly or indirectly through the Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

It is hereby certified, recited, declared and warranted that all actions required to be taken prior to the issuance hereof have been had and taken by the City; that the issuance of the Bonds has been approved by the Executive Director of the Department of Taxation of the State of Nevada as required by the Act, and that the principal of the Bonds, when added to other City indebtedness, does not exceed the limits on indebtedness of the City provided in the Constitution and statutes of the State.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Clark County, State of Nevada, has caused this Bond to be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor of the City, to be attested, signed and executed with a manual or facsimile signature of the City Clerk and to be signed, subscribed and executed by the manual or facsimile signature of the City Treasurer, and has caused a manual or facsimile impression of the seal of the City to be affixed hereon, all as of the dated date above.

(MANUAL OR FACSIMILE CITY SEAL)

CITY OF LAS VEGAS, NEVADA

Attest:

(Manual or Facsimile Signature)
Mayor

(Manual or Facsimile Signature)
City Clerk

(Manual or Facsimile Signature)
City Treasurer

* Insert only if Bonds are delivered pursuant to Section 16(A)(3) of this Ordinance.

** Insert only if Bonds are delivered pursuant to Section 16(A) of this Ordinance.

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication
and registration _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

CITY OF LAS VEGAS TREASURER
as Registrar

By_____Manual Signature_____
Authorized Officer or Employee

(End of Form of Registrar's Certificate of Authentication for Bonds)

[STATEMENT OF INSURANCE]
add statement of insurance, if applicable

(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____
Signature Guaranteed:

_____

Name of Transferee:

_____

Address of Transferee:

_____
_____
_____

Social Security or other tax
identification number of
Transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

NOTICE: TRANSFER FEES MUST BE PAID TO THE REGISTRAR IN ORDER TO TRANSFER OR EXCHANGE THIS BOND AS PROVIDED IN THE WITHIN-MENTIONED ORDINANCE.

(End of Form of Assignment for Bonds)

SECTION 25. Use of Bond Proceeds. Upon the issuance of the 2012A Bonds, the Treasurer shall cause the proceeds of the 2012A Bonds received from the sale of the 2012A Bonds to be deposited into a special account hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2012A, Construction Account" (the "Construction Account") to be held by the City. Moneys in the Construction Account shall be used solely to defray wholly or in part the cost of the Project including, without limitation, as provided in NRS 350.516, all costs of issuing the Bonds, and the costs of rebates to the United States under Section 148 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), which the Council hereby determines are necessary and desirable and pertain to the Project. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, (i) any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Construction Account shall be deposited into the Medium-Term Debt Service Fund hereinafter created to be used to pay the principal of and interest on the Bonds.

SECTION 26. Use of Investment Gain. Pursuant to NRS 350.658, any gain from any investment and any reinvestment of any proceeds of the Bonds, if needed to defray the cost of the Project, shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Construction Account, and if not needed to defray the cost of the Project, shall be deposited promptly into the Medium-Term Debt Service Fund, for the respective payment of the principal of or interest on the Bonds, or any combination thereof. As provided in Section 34 hereof, any annual General Taxes for the payment of the principal of or interest on the Bonds levied after such deposits of any such investment or reinvestment gain, may be diminished to the extent of the availability of such deposit for the payment of such principal or interest.

SECTION 27. Completion of Project. The City, with the proceeds derived from the sale of the Bonds, shall proceed to complete the Project without delay and with due diligence to the best of the City's ability, as hereinabove provided.

SECTION 28. Prevention of Bond Default. Subject to the provisions of Sections 30 and 34 hereof, the Treasurer shall use any Bond proceeds credited to the Construction Account, without further order or warrant, to pay the Bond Requirements of the 2012A Bonds as the same become due whenever and to the extent moneys otherwise available

therefor are insufficient for that purpose, unless such 2012A Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The Treasurer shall promptly notify the Council of any such use.

SECTION 29. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. The Purchaser, any associate thereof, and any subsequent owner of any Bond shall in no manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

SECTION 30. General Tax Levies. Pursuant to NRS 350.596, any sums coming due on the Bonds at any time when there are not on hand in the Medium-Term Debt Service Fund sufficient funds to pay same shall be promptly paid when due out of the Construction Account or out of a general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes legally available therefor. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there is hereby created a separate account designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Medium-Term Bonds, Series 2012, Debt Service Fund" (the "Medium-Term Debt Service Fund"). Pursuant to NRS 350.592, 350.594, 350.093 and 350.095, except to the extent other funds are legally available therefor, there shall be duly levied immediately after the issuance of the Bonds and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installment of interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay and retire the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to the Medium-Term Debt Service Fund for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the

Council shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitation imposed by NRS 354.59811, 354.59813, 354.59815, 354.5982 and 361.453, and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all such revenues received by the City.

SECTION 31. Priorities for Bonds. In any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitations of NRS 361.453, 354.59811, 354.59813 and 354.5982.

SECTION 32. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds herein authorized shall be kept in the Medium-Term Debt Service Fund, which accounts shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

SECTION 33. Use of General Funds. Any sums becoming due on the Bonds at any time when there are on hand from such General Taxes (and any other legally available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596.

SECTION 34. Use of Other Funds. Nothing in this Ordinance prevents the City from applying any funds (other than General Taxes) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, mature, and upon such payments,

the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 35. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Council annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Council shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and the interest thereon. Such General Taxes, when collected, shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore specified.

SECTION 36. Appropriation of General Taxes. In accordance with NRS 350.602, there are hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bonds; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements the Bonds have been wholly paid or provided for.

SECTION 37. Protective Covenants. The City covenants and agrees with each and every owner from time to time of the Bonds, that:

A. The Project shall be completed without delay; and

B. The City will make the principal and interest payments on the Bonds at the place, on the date, and in the manner specified according to the true intent and meaning hereof.

SECTION 38. Tax Covenant. The City covenants for the benefit of the owners of the 2012A Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the 2012A Bonds if such action or omission (i) would cause the interest on the 2012A Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the 2012A Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in calculating the adjusted current earnings adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations. The foregoing covenant shall remain in full force and

effect notwithstanding the payment in full or defeasance of the 2012A Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

SECTION 39. The City covenants and agrees that it will execute, comply with and carry out all of the provisions of the Disclosure Certificate, a copy of which is on file for public inspection in the office of the City Clerk. In the event the City fails to comply with the Disclosure Certificate, any holder or beneficial owner of the Bonds may take the remedial actions set forth therein. Breach of the undertakings of the City in the Disclosure Certificate shall not constitute a default under this Ordinance.

SECTION 40. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien, and all obligations hereunder shall thereby be discharged as to that Bond and the Bond shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by, the United States ("Federal Securities") in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof.

SECTION 41. Continuing Disclosure Certificate. The City covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the Clerk and is hereby authorized to be executed by the CFO and delivered in connection with the delivery of the Bonds.

SECTION 42. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Council shall reasonably determine that it is in the best interests of the City to replace said Registrar or Paying Agent, the Council may, upon notice mailed to each owner of any Bond at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent. Any successor by merger with the Registrar and Paying Agent is automatically appointed as Registrar and Paying Agent hereunder without any further action of the Council, as long as the successor otherwise is qualified to act as Registrar and Paying Agent pursuant to this section. Any bank, trust company or national banking association into which the Registrar and/or Paying Agent or its successor may be converted, merged or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust business shall be the successor of the Registrar and/or Paying Agent under this Instrument with the same rights, powers, duties and obligations and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 43. Delegated Powers. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing of the Bonds, including, without limitation, and if appropriate, a statement of insurance, if any;

B. The printing, distribution and execution of the final official statement for the Bonds (the "Final Official Statement") in substantially the form now before the Council, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent with this Ordinance, and are approved by the execution of the Final Official Statement by the officials designated in the Final Official Statement

C. The execution of such certificates and agreements as may be reasonably required by the Purchaser, relating, inter alia, to:

(1) the signing of the Bonds,

(2) the tenure and identity the officials of the City,

(3) the assessed valuation of the taxable property in and the indebtedness of the City,

(4) the rate of General Taxes levied against taxable property in the City,

(5) the exclusion from gross income for federal income tax purposes of interest on the 2012A Bonds,

(6) the delivery of the Bonds and the receipt of the Bond purchase price,

(7) the accuracy and completeness of any information provided in connection with the Bonds, including information contained in the Official Statement,

(8) if it is in accordance with the fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

(9) the execution of the Disclosure Certificate and any agreement related to the Registrar and Paying Agent for the Bonds not inconsistent with the provisions of this ordinance; and

D. The assembly and dissemination of financial and other information concerning the City and the Bonds.

SECTION 44. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 45. Implied Repealer. All ordinances, resolution bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolutions, bylaw or order, or part hereof, heretofore repealed.

SECTION 46. Publication. When first proposed, this Ordinance must be read to the Council by title and referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination

and distribution. Notice of the deposit must be published once in a newspaper, printed, published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2012A IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the March 7, 2012, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on April 4, 2012.

/s/ Beverly K. Bridges, MMC
City Clerk

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

SECTION 47. Publication After Adoption. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Councilmembers voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper printed, published and having a general circulation in the City, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF ADOPTION OF ORDINANCE)

ORDINANCE NO. __
(of Las Vegas, Nevada)

AN ORDINANCE PROVIDING FOR THE ISSUANCE BY THE CITY OF LAS VEGAS OF ITS GENERAL OBLIGATION (LIMITED TAX) MEDIUM-TERM BONDS, SERIES 2012A IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,500,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING STREET PROJECTS; PROVIDING DETAILS CONCERNING THE BONDS, THE PROJECT AND GENERAL TAX PROCEEDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on March 7, 2012, and was passed at the meeting held on April 4, 2012, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the 7th day of April, 2012, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this April 4, 2012.

Attest:

/s/ Carolyn G. Goodman
Mayor

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication)

SECTION 48. Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Adopted April 4, 2012.

(SEAL)

Mayor

Attest:

City Clerk Date

Approved as to form:

Valsteed 3-20-12

Deputy City Attorney Date

This Ordinance shall be in full force and effect from and after April 7, 2012, i.e., the day after the publication of such Ordinance by its title only.

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

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced on March 7, 2012 and finally adopted and approved on April 4, 2012.

2. The following members of the Council were present at the March 7, 2012 Council meeting:

Mayor:
Councilmembers:

Those Absent: _____

_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on March 7, 2012, and referred to a committee composed of _____ _____ for recommendation; thereafter said committee reported favorably on said Ordinance on April 4, 2012, which was a regular meeting of said Council; that as said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the April 4, 2012 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:
Mayor:
Councilmembers:

Those Voting Nay: _____

_____

Those Absent: _____

_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings held on March 7, 2012 and April 4, 2012. Pursuant to NRS 241.020, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the City's website, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 South Main Street, 1st Floor
Las Vegas, Nevada
(ii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
(iii) Grant Sawyer Building
555 East Washington Avenue
Las Vegas, Nevada
(iv) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. A copy of such notice so given of the meeting of the Council on March 7, 2012 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on April 4, 2012 is attached to this certificate as Exhibit B.

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

8. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____, 2012.

_____
City Clerk

EXHIBIT A

(Attach Copy of Notice of March 7, 2012 Meeting)

EXHIBIT B

(Attach Copy of Notice of April 4, 2012 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2012-2 - Establishes the means of allowing the use "community garden" in certain residential, commercial and industrial zoning districts. (TXT-43411) Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will establish the means of allowing the use "community garden" in certain residential, commercial and industrial zoning districts. Allowing this use supports several Master Plan policies. It promotes healthy neighborhoods and helps to provide food security for low-income persons. The bill provides limitations and standards to ensure that the use can be operated in a manner compatible with surrounding uses.

RECOMMENDATION:
ABEYANCE to 4/17/2012 Recommending Committee meeting by the 2/14/2012 Recommending Committee

First Reading – 1/4/2012

BACKUP DOCUMENTATION:
Bill No. 2012-2

BILL NO. 2012-2

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH THE MEANS OF ALLOWING THE USE "COMMUNITY GARDEN" IN CERTAIN RESIDENTIAL, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Ricki Y. Barlow

Summary: Establishes the means of allowing the use "community garden" in certain residential, commercial and industrial zoning districts.

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

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to provide that the use "Community Garden" is a conditional use in all residential zoning districts listed in Table 2, and is a permitted use in all commercial and industrial zoning districts listed in Table 2. In order to reflect the amendment, Table 2 is amended by adding, at the appropriate location, an entry for the use "Community Garden." In addition, Table 2 is amended by inserting the letter "C" in each box representing the intersection of the row for the use "Community Garden" and the column for each of the following districts: U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH. Finally, Table 2 is amended by inserting the letter "P" in each box representing the intersection of the row for the use "Community Garden" and the column for each of the following districts: P-O, O, C-1, C-2, C-M and M.

SECTION 2: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Crop Production" so that the Description of that use reads as follows:

Description: An area for raising or harvesting agricultural crops**[.]**, generally operated on a large-scale commercial basis with accompanying wholesale and retail sales. This use does not include either a community garden or a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 3: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Garden

Supply/Plant Nursery" so that the Description of that use reads as follows:

Description: A facility, generally operated on a commercial basis, 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. The term does not include either a community garden or a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 4: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location, a new entry for the use "Community Garden" to read as follows:

Community Garden

Description:

An area of land established and used for gardening by a community-based organization or other group of people, with the intent of harvesting vegetables, fruits, flowers and herbs for personal consumption or for sales or distribution to the community on a limited basis. The term does not include a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

Conditional Use Regulations:

1. Except as otherwise permitted by the remaining Conditional Use Regulations, all structures shall comply with the development standards applicable to the zoning district in which the use is located.

2. In any residential zone:

   a. Community garden structures may not exceed 12 feet in height.

   b. Where a primary structure exists, community garden structures shall comply with the applicable requirements of this Title for an accessory structure.

   c. Where no primary structure exists, the cumulative gross floor area of all community garden structures shall not exceed 1000 square feet or 10% of the lot size, whichever is less.

3. Any on-site sale or donation of products is limited to products grown on-site and may not take place within a residential dwelling unit.

4. Any on-site sale or donation of products is limited to once per week and may take place only between the hours of 7:00 a.m. to 7:00 p.m.

5. Any outgoing deliveries of garden products shall be limited to once per week.

6. No item of motorized garden equipment may exceed 25 horsepower.

7. No more than one identification sign is permitted and the area of the sign may not exceed 64 square inches.

8. All sales of products must comply with applicable provisions of LVMC Title 6 as well as other applicable State and local laws and regulations.

9. If unpaved parking is utilized, a dust control permit approved by the Clark County Department of Air Quality and Environmental Management must first be obtained.

On-site Parking Requirements: One space per delivery vehicle, if any.

SECTION 5: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Crop Production" to read as follows:

Crop Production. An area for raising or harvesting agricultural crops[.], generally operated on a large-scale commercial basis with accompanying wholesale and retail sales. The term does not include either a community garden or a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 6: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Garden Supply/Plant Nursery" to read as follows:

Garden Supply/Plant Nursery. A facility, generally operated on a commercial basis, 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. The term does not include either a community garden or a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 7: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location,

the following term and its corresponding definition:

Community Garden. An area of land established and used for gardening by a community-based organization or other group of people, with the intent of harvesting vegetables, fruits, flowers and herbs for personal consumption or for sales or distribution to the community on a limited basis. The term does not include a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments described in Sections 1 to 7, inclusive, of this Ordinance.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-13-11
_____
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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2012-16 – Amends the Downtown Centennial Plan to update the approval process for outdoor dining and entertainment; conform provisions regarding temporary outdoor events in the district known as "18b The Las Vegas Arts District" to other applicable Code provisions; and clarify that the Symphony Park area is a subdistrict of the Parkway Center District. (TXT-41610, TXT-43042, TXT-43393) Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill makes minor adjustments to the Downtown Centennial Plan. The amendments include revising the approval process for outdoor dining and entertainment, conforming provisions regarding temporary outdoor events in the district known as "18b The Las Vegas Arts District" to other applicable Code provisions, and clarifying that the Symphony Park area is a subdistrict of the Parkway Center District.

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

BACKUP DOCUMENTATION:
Bill No. 2012-16

BILL NO. 2012-16

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO STREAMLINE THE APPROVAL PROCESS FOR OUTDOOR DINING AND ENTERTAINMENT; CONFORM PROVISIONS REGARDING TEMPORARY OUTDOOR EVENTS IN THE DISTRICT KNOWN AS "18B THE LAS VEGAS ARTS DISTRICT" TO OTHER APPLICABLE CODE PROVISIONS; CLARIFY THAT THE SYMPHONY PARK AREA IS A SUB-DISTRICT OF THE PARKWAY CENTER DISTRICT; AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Amends the Downtown Centennial Plan to update the approval process for outdoor dining and entertainment; conform provisions regarding temporary outdoor events in the district known as "18b The Las Vegas Arts District" to other applicable Code provisions; and clarify that the Symphony Park area is a sub-district of the Parkway Center District.

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

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051, is hereby amended as set forth in Sections 2 to 10, inclusive, of this Ordinance.

SECTION 2: Section IV(A)(3), entitled "Approval Process," is deleted in its entirety and replaced by the following:

3. Encroachment Approval.

Any dining or entertainment to take place within the public right-of-way will require approval of an encroachment permit or agreement pursuant to LVMC 13.32.065.

SECTION 3: Section IV(B)(3) is amended by amending the introductory language up through and including the colon (but not amending the following subparagraphs) as follows, with deletions shown by brackets and addition by underlining:

3. Standards.

When otherwise permitted within the underlying zoning district, outdoor dining or outdoor seating on private property [may be] is permitted to take place in accordance with the following standards:

SECTION 4: Section IV(B)(4), entitled "Approval Process," is deleted in its entirety.

SECTION 5: Section VII(D)(2)(10) is amended to read as follows, with deletions shown by brackets and additions by underlining:

10. Temporary Uses

- Outdoor Events, subject to the following:

  – Must take place on the same site as, and be in conjunction with, the operation of an established commercial business with a valid business license for that site.

  – Limited to Thursdays, Fridays, Saturdays and Sundays.

  – Limited to the hours of 10 a.m. to 12 a.m., for events beginning on Thursdays or Sundays, and 10 a.m. to 2 a.m. the following morning, for events beginning on Fridays or Saturdays.

  – Measures to prevent or reduce nuisance factors such as glare, excessive illumination, noise, vibration, smoke, dust, dirt, odors, gases and heat must be in place.

  – Provision must be made for sanitary facilities and waste collection and disposal.

  – Measures to promote safety and security must be provided.

  – Outdoor events that are outside of the limits of the days and times stated above shall require the approval of a Temporary Commercial Permit pursuant to Section [19.18.100.] 19.16.160.

- Temporary Outdoor Commercial Events

SECTION 6: Section VII(E) is amended by adding thereto a new Paragraph 9, reading as follows:

9. Symphony Park Subdistrict.

The Parkway Center District includes the Symphony Park Subdistrict, as shown on Map 14. For design standards, please refer to Symphony Park Design Standards Manual dated October 23, 2006, adopted by Ordinance 5875 and passed by City Council on January 3, 2007 and as may be periodically updated.

SECTION 7: Section VII(J) and Map 19 (appearing within that Section) are deleted in their entirety.

SECTION 8: Section I(C) is amended by replacing Map 5 appearing therein with the

Map 5 that is attached to this Ordinance.

SECTION 9: Section II(D) is amended by replacing Map 6 appearing therein with the Map 6 that is attached to this Ordinance.

SECTION 10: Section VII(E) is amended by replacing Map 14 appearing therein with the Map 14 that is attached to this Ordinance.

SECTION 11: The Department of Planning is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in this Ordinance, including any changes to the Table of Contents that are necessary in order to reflect the replacement of maps.

SECTION 12: 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 13: 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 _____, 2012.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-6-12
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2012, 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": _____

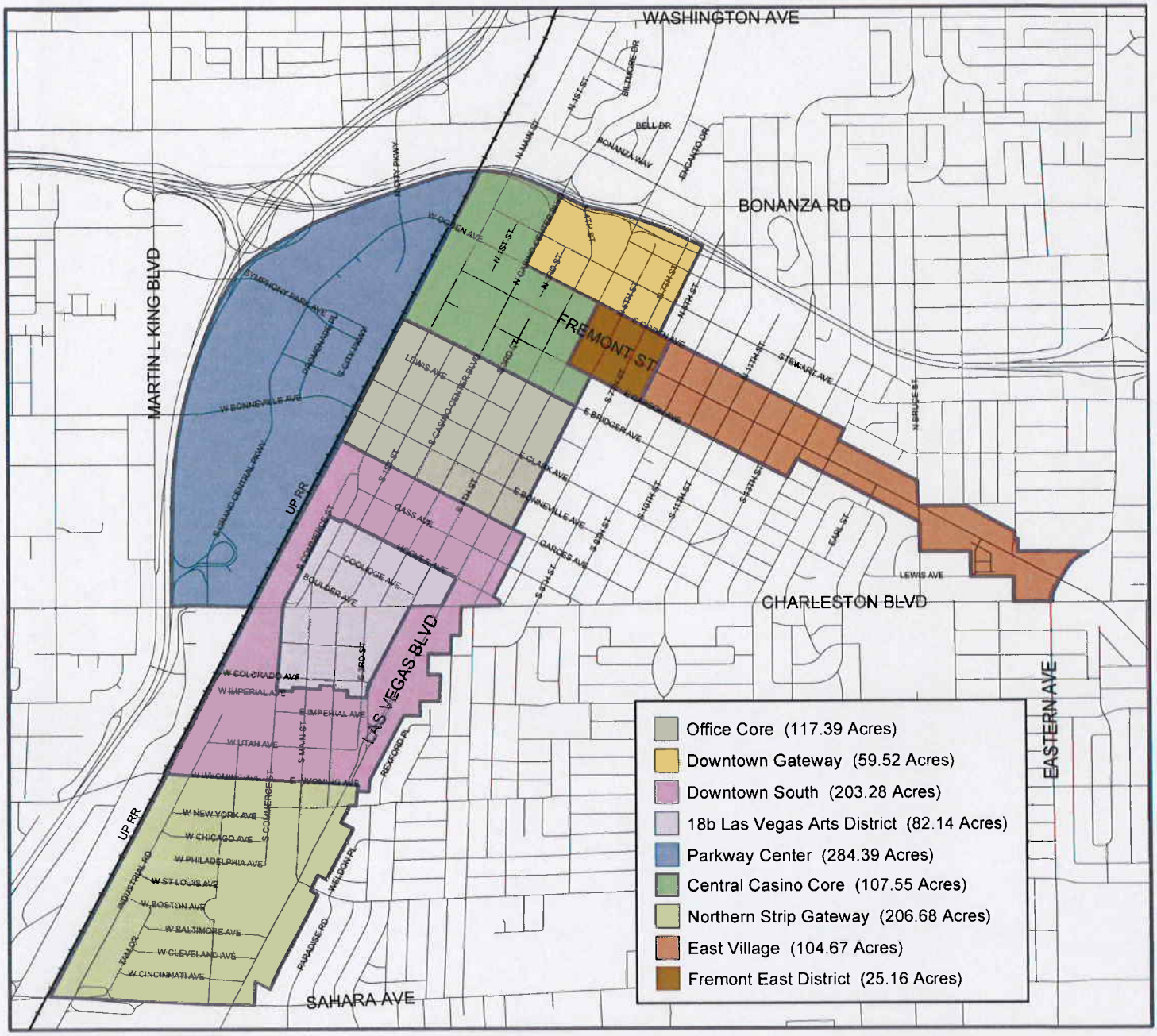
ABSENT: _____

APPROVED:

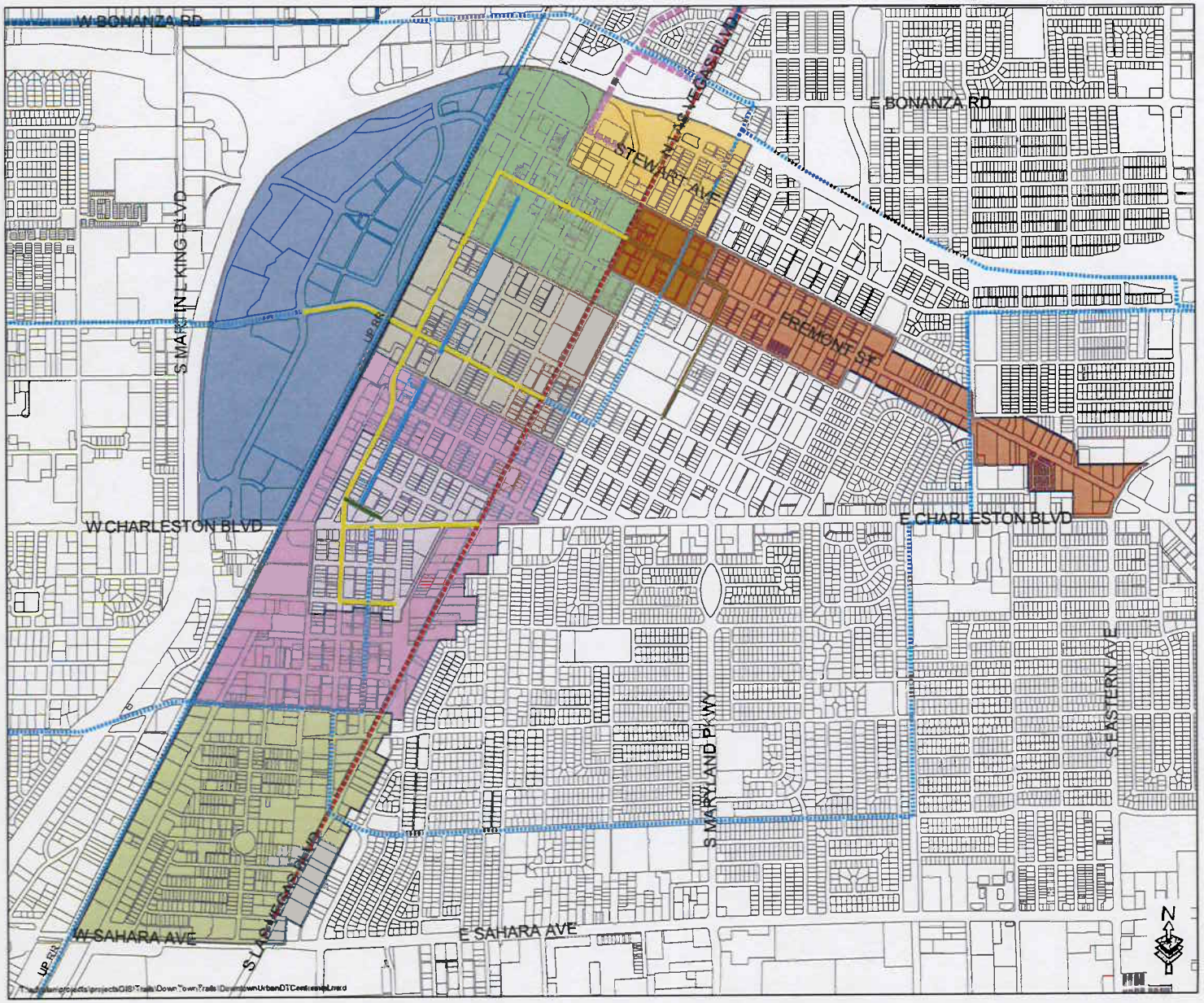
By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk



Map 5: Downtown Planning Districts



City of Las Vegas

Map 6

Downtown Urban Pathways System

Downtown Trails

- Pioneer Trail
- Art Trail
- Boulder Plaza
- Entertainment Trail
- Multi-Use, Transportation
- Scenic Byway
- Cultural Corridor Trail
- Tortoise Trail

Downtown Districts

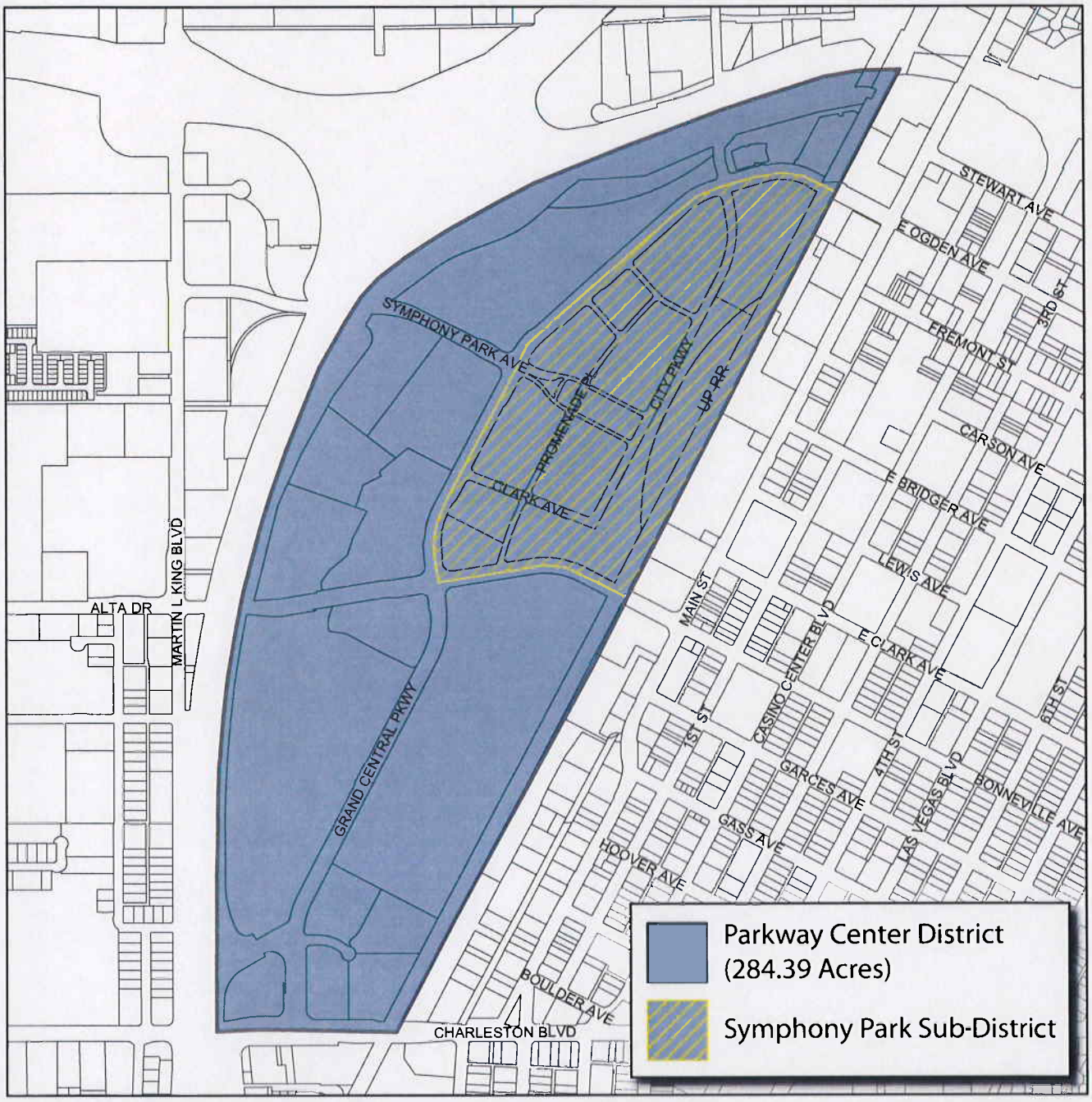
- Office Core (117.39 Acres)
- Downtown Gateway (59.52 Acres)
- Downtown South (203.28 Acres)
- 18b Las Vegas Arts District (82.14 Acres)
- Parkway Center (284.39 Acres)
- Central Casino Core (107.55 Acres)
- Northern Strip Gateway (206.68 Acres)
- East Village (104.67 Acres)
- Fremont East District (25.16 Acres)

Adopted: Ordinance #5238, July 5th, 2000
Revised: GPA-2591, August 13th, 2003
Revised: GPA-3130, November 5th, 2003
Revised: Ordinance #5874, January 3rd, 2007
Revised: GPA-32130, February 18, 2009
Revised: Ordinance #6051, August 5, 2009
Revised: Ordinance #6117, November 3, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Department of Planning
702-229-6301

Plotted Date: February 13, 2012



Map 14: Parkway Center District

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
NEW BILL:

Bill No. 2012-17 – Adopts by reference an updated version of the City's Unified Development Code, including corrections and clarifications identified as necessary or appropriate since the adoption of the initial version. (TXT-43007) Proposed by: Flinn Fagg, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
In March 2011 the City Council adopted the Unified Development Code as a replacement for the City's subdivision, land development and zoning regulations, to be effective May 1, 2011. Because of the scope and timing of the undertaking, it was understood that a follow-up "housekeeping" ordinance would be required in order to make corrections, clarifications and supply omissions. This bill will accomplish the necessary follow-up.

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. 2012-17
2. Unified Development Code

BILL NO. 2012-17

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT BY REFERENCE AN UPDATED VERSION OF TITLE 19 OF THE MUNICIPAL CODE, KNOWN AS THE UNIFIED DEVELOPMENT CODE, INCLUDING CORRECTIONS AND CLARIFICATIONS IDENTIFIED AS NECESSARY OR APPROPRIATE SINCE THE ADOPTION OF THE INITIAL VERSION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Director of Planning

Summary: Adopts by reference an updated version of the City's Unified Development Code, including corrections and clarifications identified as necessary or appropriate since the adoption of the initial version.

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

SECTION 1: The Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Title 19 of the Municipal Code, consisting of that certain document entitled "Unified Development Code," which was adopted by reference and by incorporation as a specialized code of the City by means of Ordinance No. 6135, is hereby replaced and superseded by an updated version of that document, which is attached to this Ordinance and incorporated by this reference. Although not presently published as a physical part of the Municipal Code, the updated 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 adopted hereby 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 updated 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 Department of Planning 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 no later than three business days following the adoption 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: 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 _____, 2012.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-20-12
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2012, 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: _____

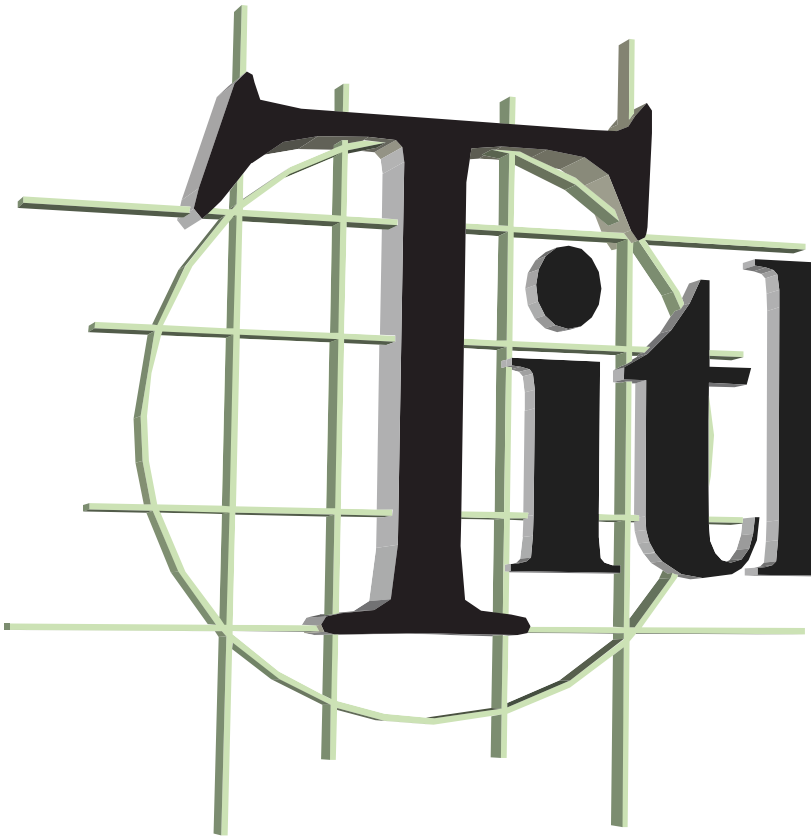
APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Unified Development Code



The City of Las Vegas

Mayor
Oscar B. Goodman

City Council
Mayor Pro Tem Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

Adopted March 16, 2011

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19.00

General Provisions

Unified Development Code

Title 19

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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.

Ef ciently 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 6135 as adopted by the City Council on March 16, 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

For the purposes of this Title, the term "Director" means the Director of the Department of Planning. 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 f led in the office of the City Clerk, with a copy to be f led 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.

C. Registration of Certain Nonprofit Organizations

In order to assist in the enforcement of the land use-related provisions of this Title, any nonprofit organization proposing to operate a use or activity within a building or upon any premises shall first register with the Department's Business Services Division. Registration information is authorized to be shared within the Department to ensure that the proposed operation is or will be in conformance 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 69
R-E	Residential Estates	page 73
R-1	Single Family Residential	page 77
R-CL	Single Family Compact-Lot	page 81
R-TH	Single Family Attached	page 87
R-2	Medium-Low Density Residential	page 91
R-3	Medium Density Residential	page 95
R-4	High Density Residential	page 99
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 153
O	Office	page 157
C-1	Limited Commercial	page 161
C-2	General Commercial	page 165
C-PB	Planned Business Park	page 169
C-M	Commercial/Industrial	page 173
M	Industrial	page 177

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 225
P-C	Planned Community	page 229
PD	Planned Development	page 233
R-PD	Residential Planned Development [1]	page 237
T-C	Town Center	page 239
T-D	Traditional Development	page 243

Footnotes:

1. *Development within an R-PD District, except as provided for in LVMC 19.10.050 or elsewhere in this Title, is not available after the effective date of this Title.*

4. The overlay districts established by this Title are as follows and shall be known and cited as:

Abbreviated Designation	Overlay District Name	District Purpose
A-O	Airport Overlay	page 247
CD-O	Designed Commercial Overlay	page 251
DC-O	Downtown Casino Overlay	page 253
DCP-O	Downtown Centennial Plan Overlay	page 261
DE-O	Downtown Entertainment Overlay	page 263
G-O	Gaming Overlay	page 265

HS-O	Hillside Development Overlay	page 267
HD-O	Historic Designation Overlay	page 279
SB-O	Las Vegas Boulevard Scenic Byway Overlay	page 293
LW-O	Live/Work Overlay	page 295
RP-O	Rural Preservation Overlay	page 297

C. Transitional Rules

Property which, on the effective date of this Title, was classif ed 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 classif cation 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 specif cally 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 specif c 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

19.02
Subdivision Design and Improvement Requirements

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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 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, recordation of a map 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 of set 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 Traf c 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.

19.04

Complete Streets Standards

Unified Development Code

Title 19

19.04
Complete Streets Standards

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STREET CONNECTIVITY 19.04.010

A. Purpose

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.

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 this Title, the City's Master Plan of Streets and Highways and LVMC Title 13.

B. Applicability

1. The street connectivity standards set forth herein are minimum requirements and shall apply to all new development projects whether utilizing public streets, private streets or private drives. Except as otherwise provided in this Chapter, any request to deviate from these standards shall require the submittal of an application for a Variance, which shall be subject to the procedures and standards set forth in LVMC 19.16.140.

2. 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 outlined below:

1. Arterials shall follow section lines unless otherwise addressed in LVMC Title 13.

2. Major collector road spacing shall be at distances not exceeding 2,640 feet (1/2 mile) from an arterial or another major collector;

3. Minor collector road spacing shall not be closer than 660 feet from an arterial, major collector or another minor 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, which include, but are 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 19.04.170 through 19.04.200.

D. Sidewalk location on residential streets should be as illustrated for each such street classification in LVMC 19.04.210 through 19.04.220. The ultimate location shall be determined by the approved roadway cross section for the development.

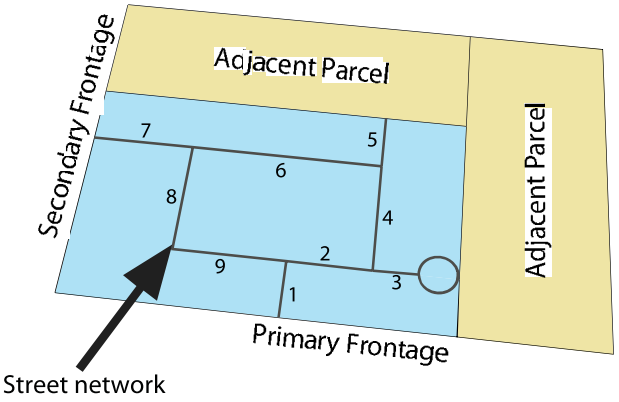
E. Pedestrian roadway crossings not located at intersections, also known as mid-block crossings, must receive the approval of the City Traffic Engineer prior to being marked or used for such purposes.

CONNECTIVITY 19.04.040

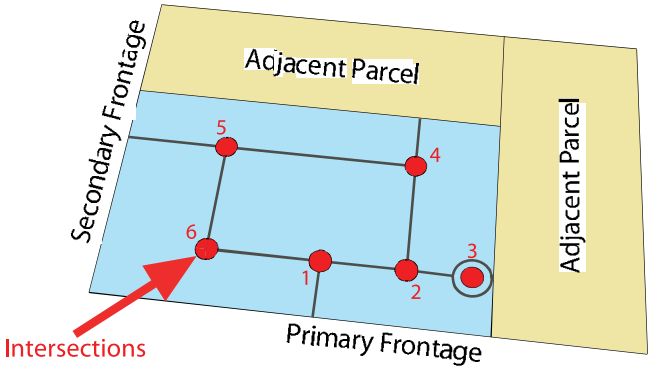
A. Connectivity is a measurement of the diversity of vehicular or pedestrian options a transportation network provides within and around its transportation network. It is measured using a Connectivity Ratio. The higher the ratio, the more options there are for travelers in a given neighborhood and the lower the ratio, less options are available.

B. 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 terminations). For comparison purposes, a perfect street grid has a Connectivity Ratio of 2.0, while a subdivision with only culs-de-sac has a Connectivity Ratio of 1.0. Figure 1 illustrates the elements used to determine a site's Connectivity Ratio.

FIGURE 1 - CALCULATING THE CONNECTIVITY RATIO FOR A SITE



# of Links = 9



# of Nodes = 6

Connectivity Ratio Equation = Links/Nodes*

9(Links)/6(Nodes) = **1.5**

**Only Links and Nodes that are Internal to the site are used in the connecitvity equation.*

1. 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
Internal Intersection	1.0 Node
Cul-de-sac or other non-Intersection Terminus	1.0 Node
Stub street to future adjacent development with Temporary Turn Around Easements	0.5 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, the initial phase individually and in conjunction with all subsequent phases shall achieve and maintain the minimum required Connectivity Ratio.

iv. Temporary stub-out streets proposed for connection to a future phase or adjacent property shall provide a temporary turn-around. 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.

2. The minimum required Connectivity Ratio is 1.30 (links/nodes) for all development in R-1, R-MH, R-CL, R-TH, R-2, R-3 and R-4 zoning districts. The Connectivity Ratio required for multi-family residential developments will be determined by the Director, with advice from the Director of Public Works, based on the proposed site layout.

a. The required Connectivity Ratio may be reduced by the Director, with the advisement of the Director of Public Works, through the submittal of an application for an Administrative Deviation, which shall be subject to the procedures and standards set forth in LVMC 19.16.120, if the applicant demonstrates it is impossible or impracticable to achieve due to topographic conditions, natural features, adjacent existing development patterns, or other site limitations.

b. Applications for Tentative Maps within the specified zoning districts shall identify the calculated Connectivity Ratio concurrent with submittal. The Connectivity Ratio shall also be noted on the recorded Final Map.

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 as provided for in this Section and submitted with any Site Development Plan Review or Tentative Map submittal.

STREET NAMING AND ADDRESS ASSIGNMENTS 19.04.050

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 19.04.060

A. The Amenity Zone may consist of an Amenity Area, Sidewalk, Of -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 19.04.170 through 19.04.220 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-curb, 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-curb, 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-curb, 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 19.04.070

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 principal 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 19.04.080

Private drives shall only be permitted in multi-family residential and nonresidential 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 19.04.100; 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 19.04.090

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.

CULS-DE-SAC 19.04.100

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 shall be designed and installed in accordance with City standards.

PARTIALLY DEDICATED STREET OR ALLEY 19.04.110

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 19.04.120

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 19.04.130

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.

NONRESIDENTIAL SUBDIVISIONS 19.04.140

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 19.04.150

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 19.04.160

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;

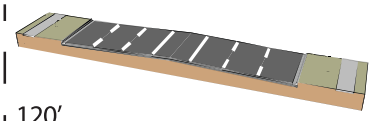
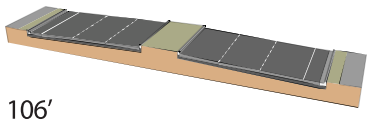
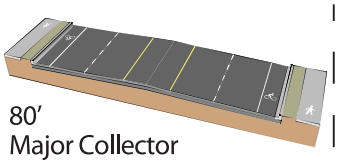
B. Yellow identifies compatible street - land use combinations where mitigation may be requested; and

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.

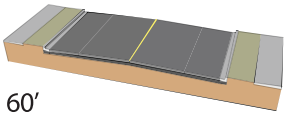
19.04.160

Transportation - Land Use Matrix - Table 1

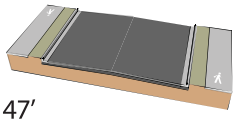
	 120′ Parkway Arterial Street	 106′ Primary Arterial Street	 80′ Major Collector Street
U Undeveloped			
R-E Residential Estates			
R-1 Single Family Residential			
R-MH Mobile/Manufactured Home Residential			
R-CL Single Family Compact-Lot			
R-TH Single Family Attached			
R-2 Medium-Low Density Residential			
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-PB Planned Business Park			
C-M Commercial/Industrial			
M Industrial			

19.04.160

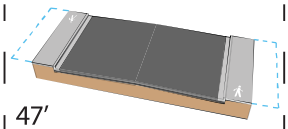
Transportation - Land Use Matrix - Table 1



60′
Minor Collector
Street



47′
Residential
Street



47′
Residential Street
(Narrow Lot)

60′ Minor Collector Street	47′ Residential Street	47′ Residential Street (Narrow Lot)	
			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-PB Planned Business Park
			C-M Commercial/Industrial
			M Industrial

MATRIX KEY

Compatible Street - Land Use Combination (No mitigation)

Compatible Street - Land Use Combination (Mitigation may be requested)

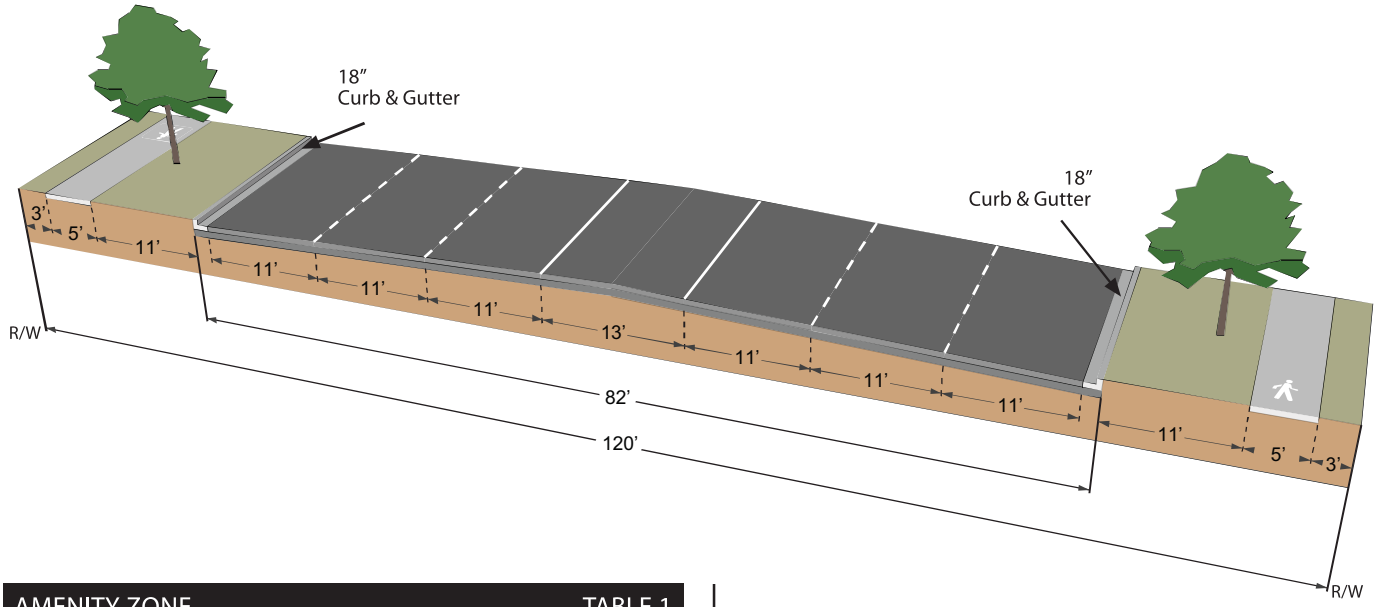
Less Compatible Street - Land Use Combination (Mitigation may be required)

19.04.170

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.

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.	Of -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

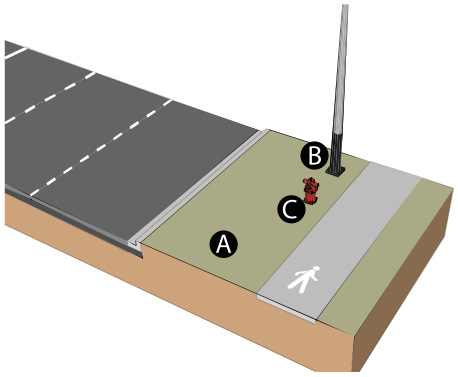
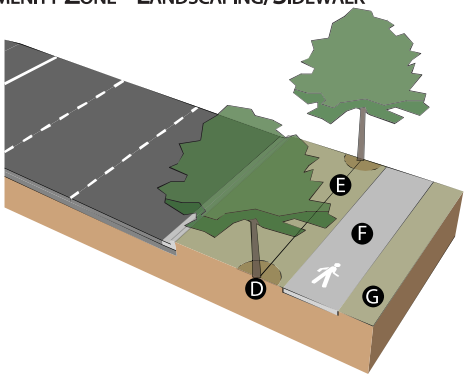


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

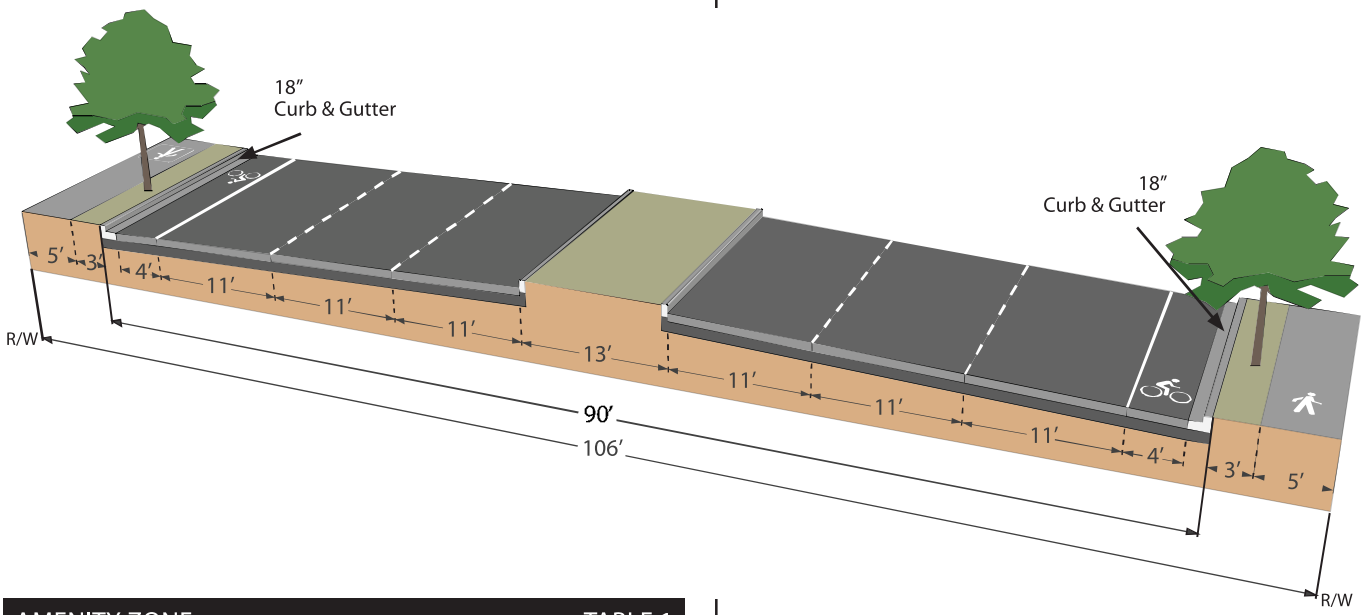


19.04.180

106' PRIMARY ARTERIAL STREET

A street which has a minimum right-of-way width of one hundred and six 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.

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

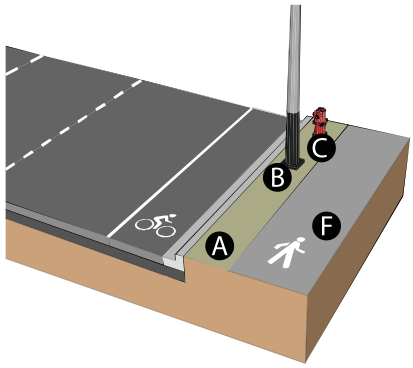
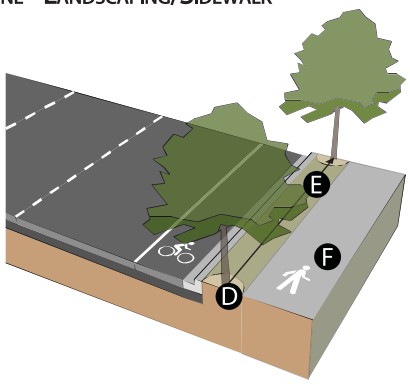


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

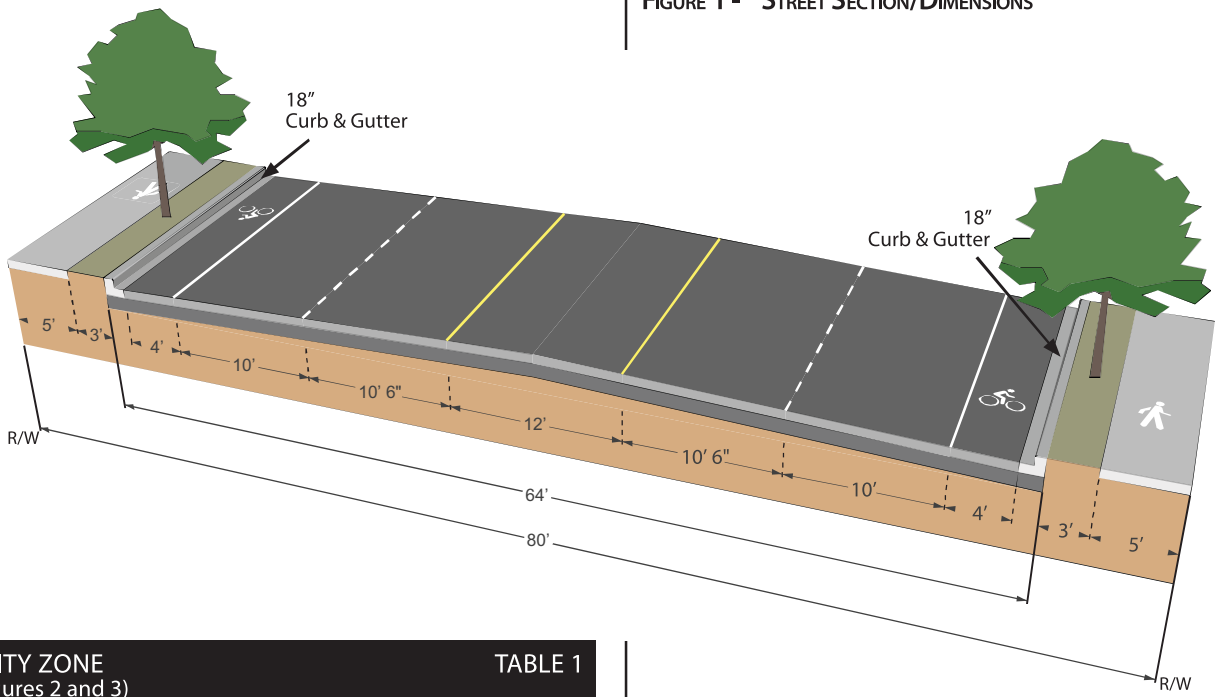


19.04.190

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

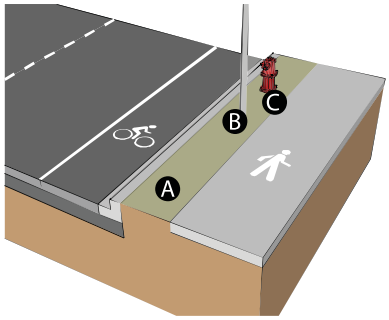
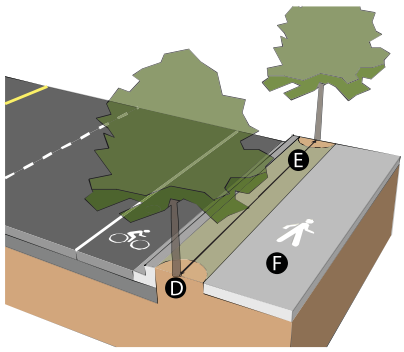


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

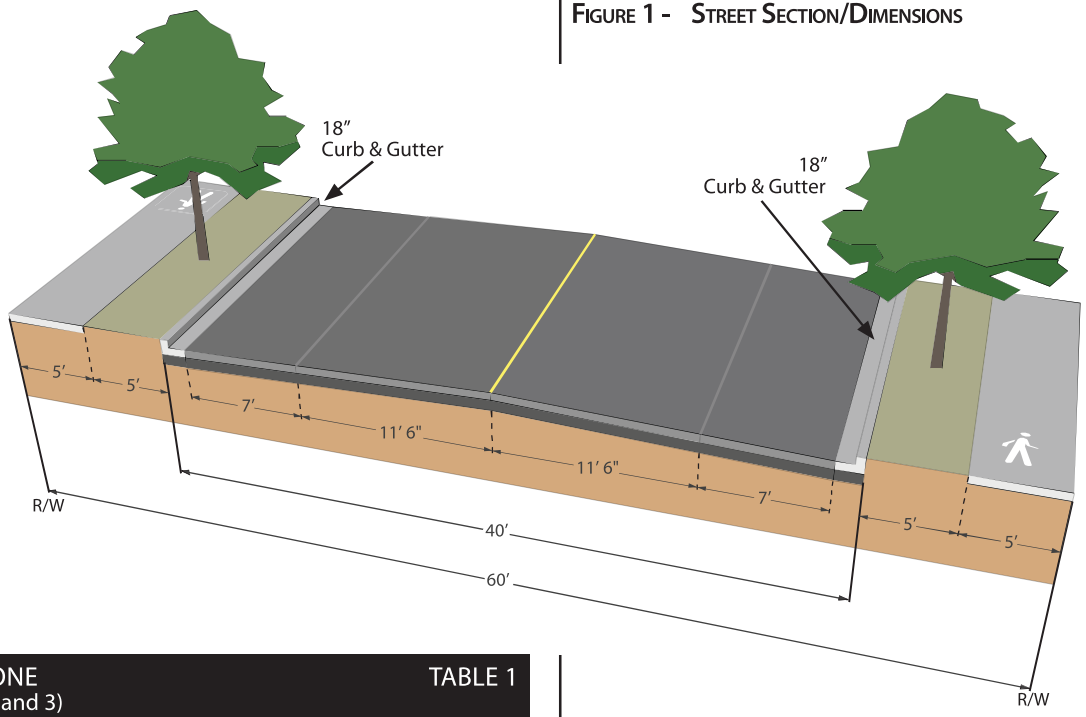


19.04.200

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	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

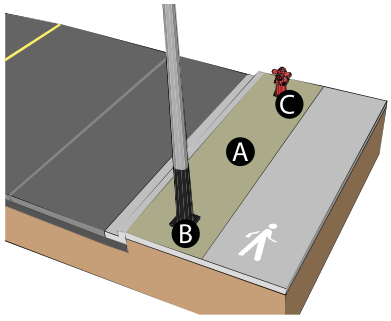
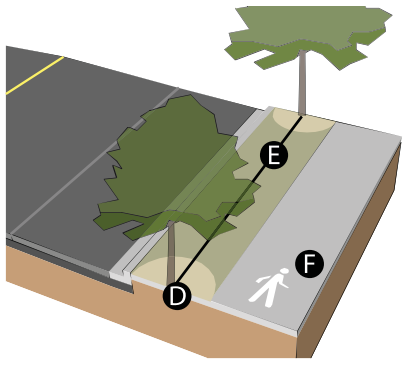


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

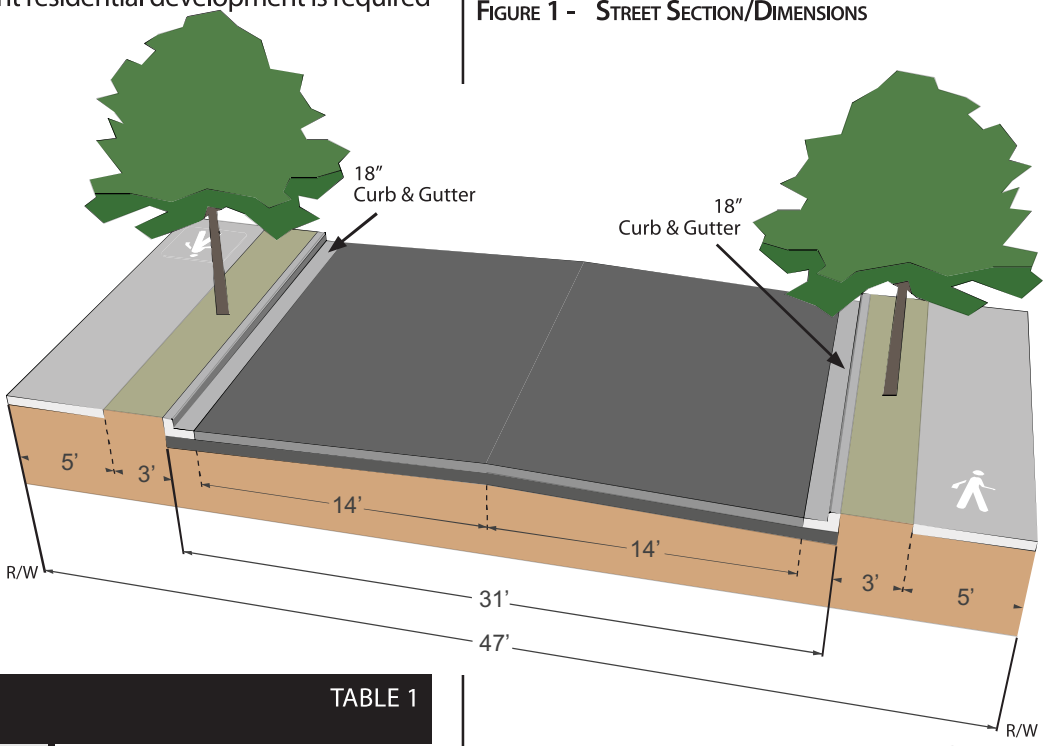


19.04.210

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 where adjacent residential development is required to be sprinkled.

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

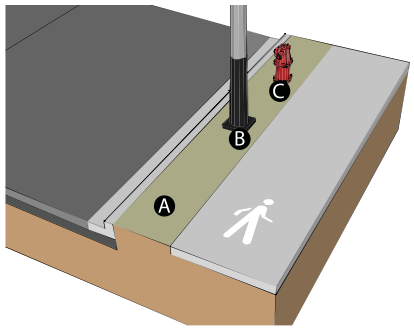
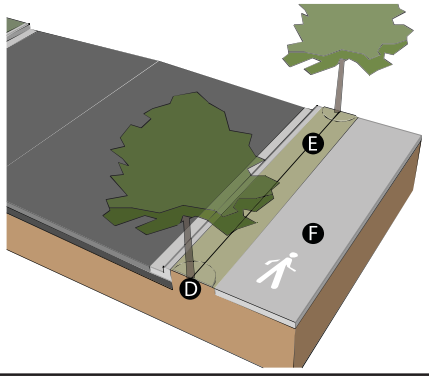


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK

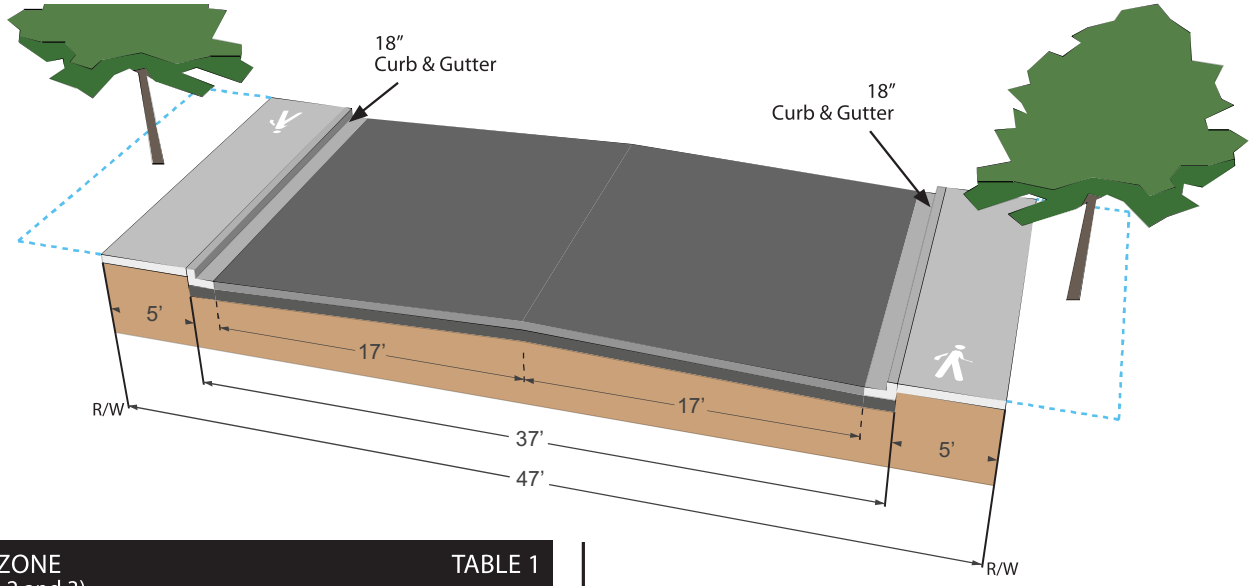


19.04.220

47' RESIDENTIAL STREET (NARROW LOT)

A street, typically adjacent to residential lots with lot widths of less than forty feet, 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. This alternative residential street design shall also be used for residential development with lots greater than forty feet where residential sprinklers are not anticipated or required.

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

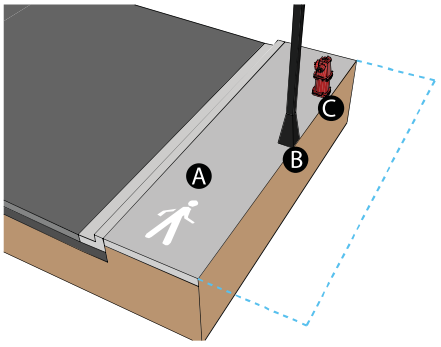
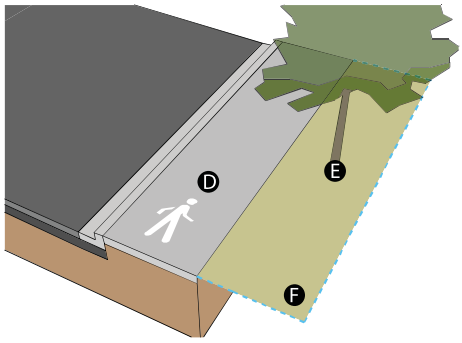


FIGURE 3 - AMENITY ZONE - LANDSCAPING/SIDEWALK



19.06

Residential Districts – Purpose and Development and Design Standards

Unified Development Code
Title 19

19.06

Residential Districts - Purpose and Development and Design Standards

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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 that 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 multi-family 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

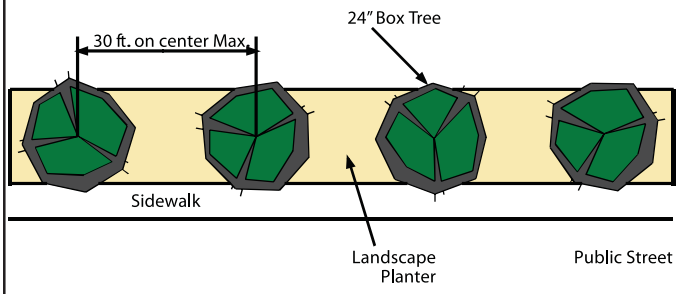
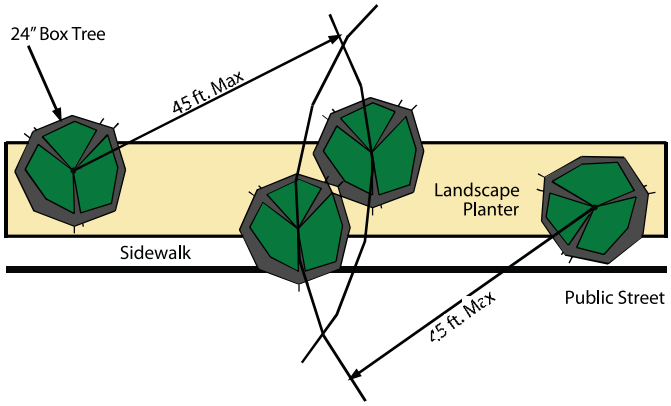
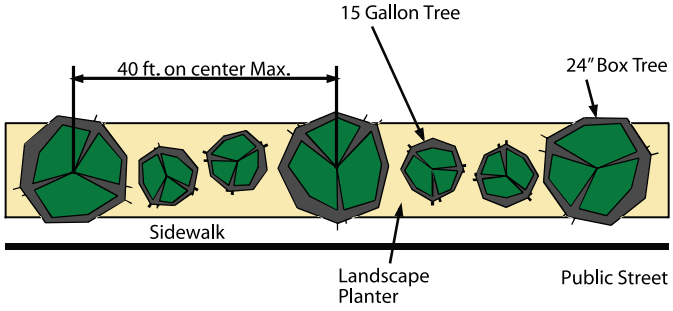


FIGURE 2 - STANDARD PLANTING REQUIREMENT ALTERNATIVE 1



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
Nonresidential	See LVMC 19.08.030 (F)(7)

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 50 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 Regional Planning Coalition Regional Plant List 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]
Nonresidential	See LVMC 19.08.030 (F)(8)

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 modif cation 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 19.08.110(C)(3)(b).

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 pilasters, ornaments, 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, ornaments, 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. Chain link or open wire fencing (except as temporary construction fencing);

b. Razor wire or barbed 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 or nonresidential 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 (see Figure 4)

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 nonresidential 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.

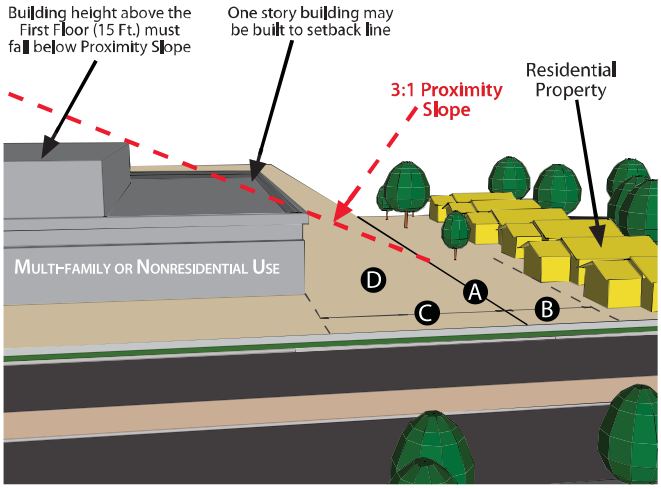
ii. Church steeples, utility transmission lines and towers, wireless communication facilities when attached to a utility transmission line pole or tower, small wind energy systems, and municipal utility facilities such as water towers are exempt from the maximum height provisions.

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 multi-family residential project that is intended to meet the affordable housing

FIGURE 4 - PROXIMITY SLOPE - 3:1 SLOPE REQUIREMENT



A REFERS TO THE RESIDENTIAL PROPERTY LINE

B REFERS TO THE RESIDENTIAL SETBACK

C REFERS TO THE MULTI-FAMILY RESIDENTIAL OR COMMERCIAL SETBACK (MUST AT MINIMUM EQUAL THE RESIDENTIAL SETBACK)

D REFERS TO THE MULTI-FAMILY RESIDENTIAL OR COMMERCIAL SETBACK AREA (MAY IN PART INCLUDE PARKING, DRIVE, ROAD, ALLEY OR EASEMENT)

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 Subsection 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.

19.06.050

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

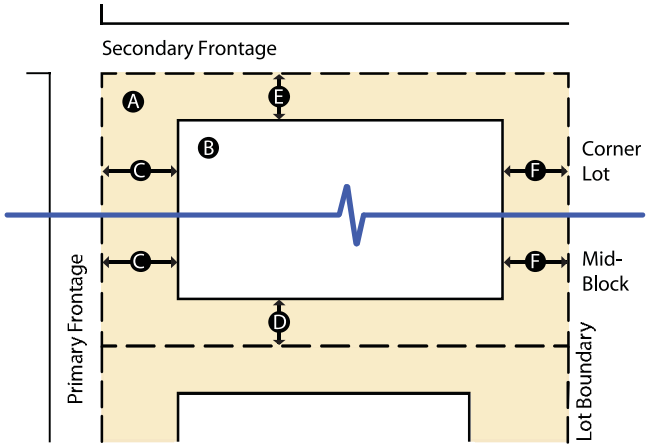


FIGURE 2 - ACCESSORY STRUCTURES

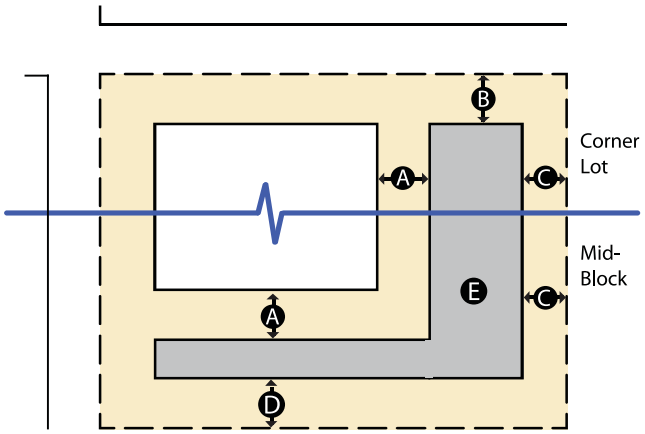
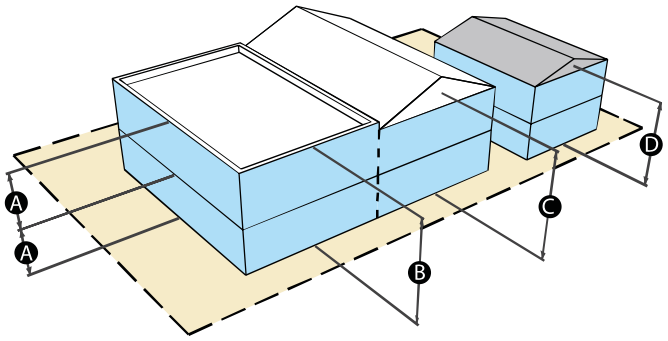
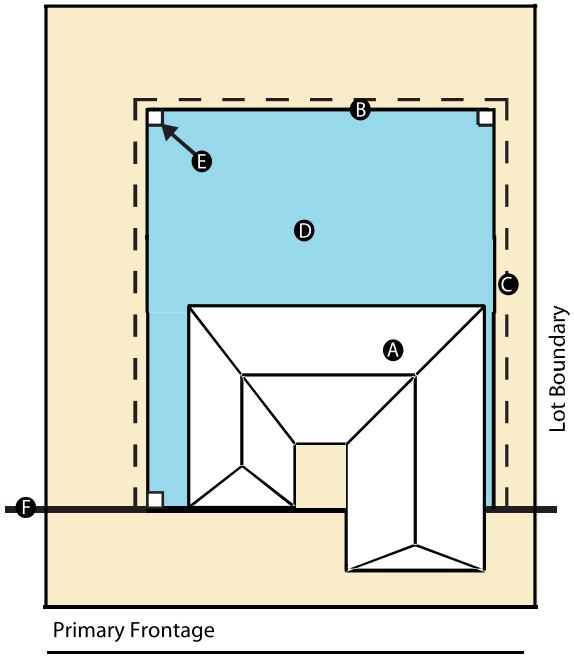


FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
A.	Stories	2 max
B.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
C.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D.	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 [1]	6 feet - Adjacent to Right-of-Way [2] 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. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *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 19.12.060 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 Ornament height above wall	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

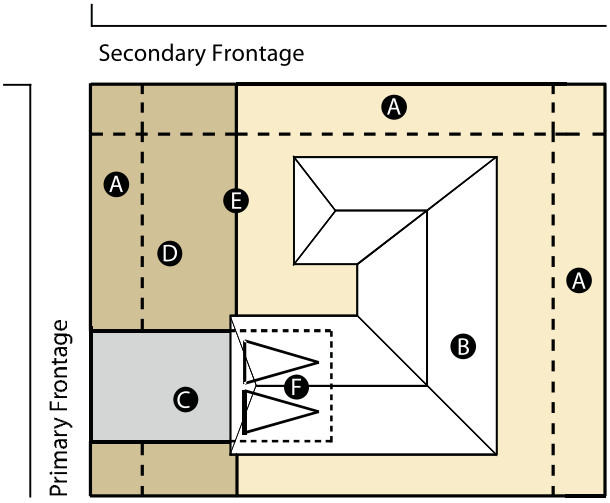


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

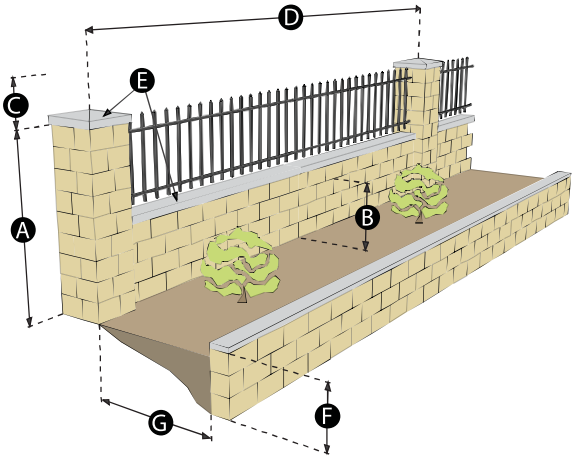
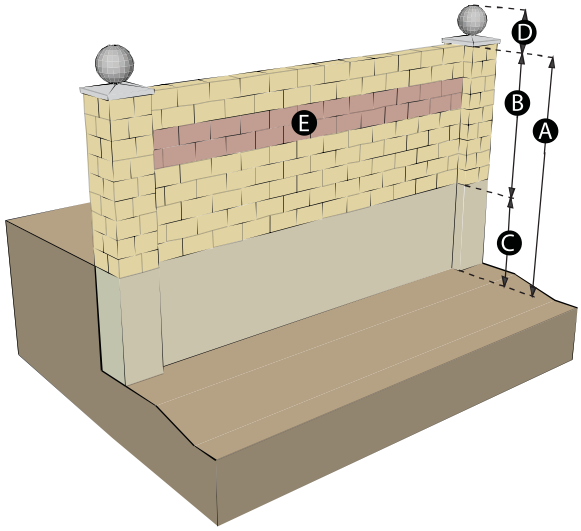
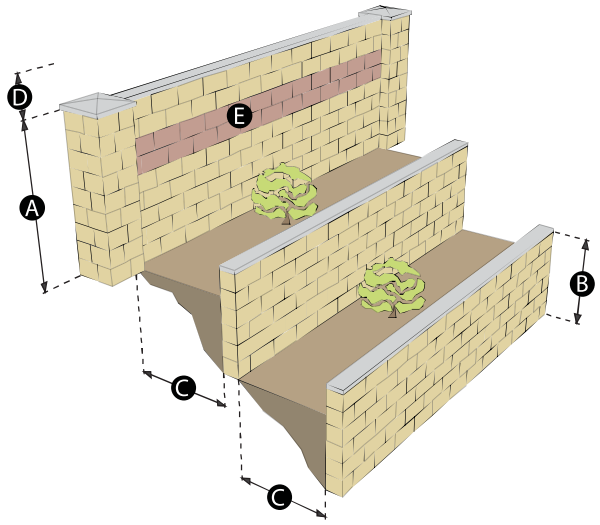


FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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

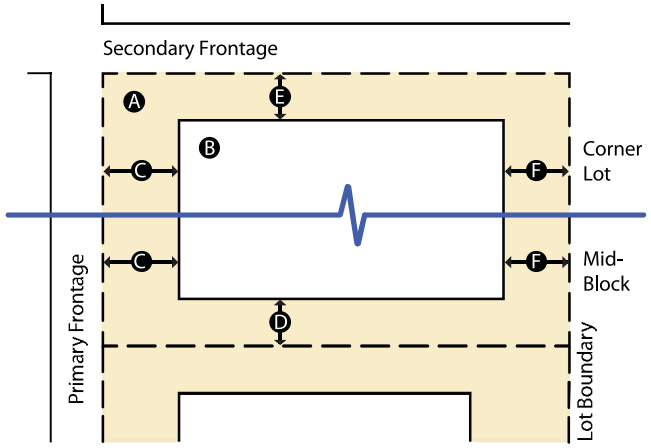


FIGURE 2 - ACCESSORY STRUCTURES

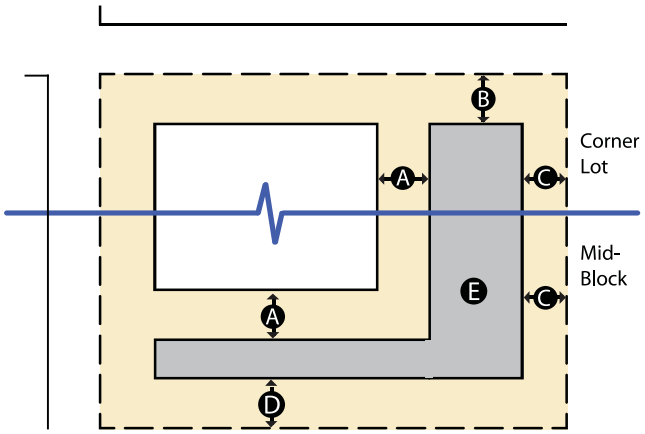
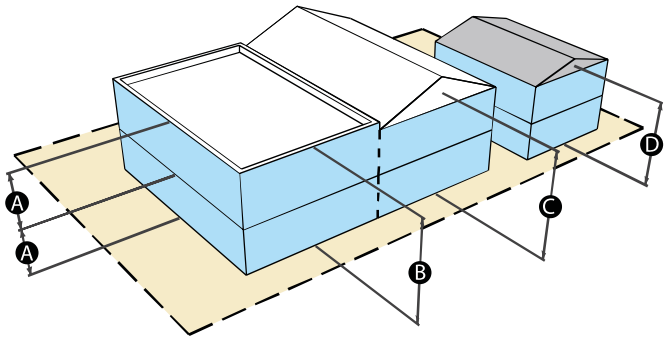
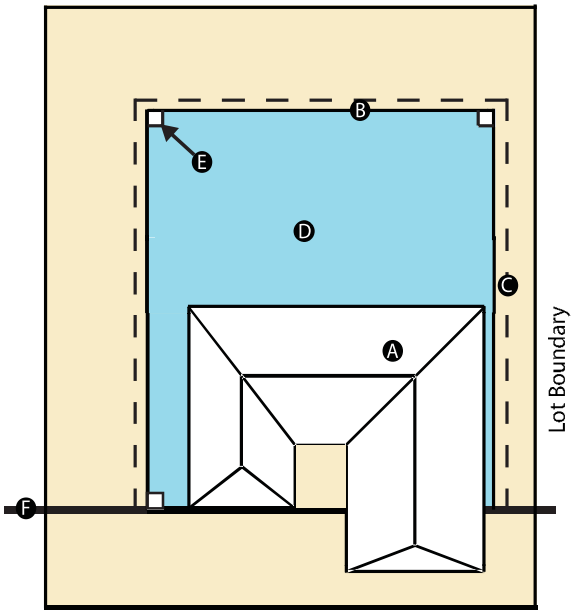


FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
A.	Stories	2 max
B.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
C.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D.	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 [1]	6 feet - Adjacent to Right-of-Way [2] 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. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *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 19.12.060 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 Ornament height above wall	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

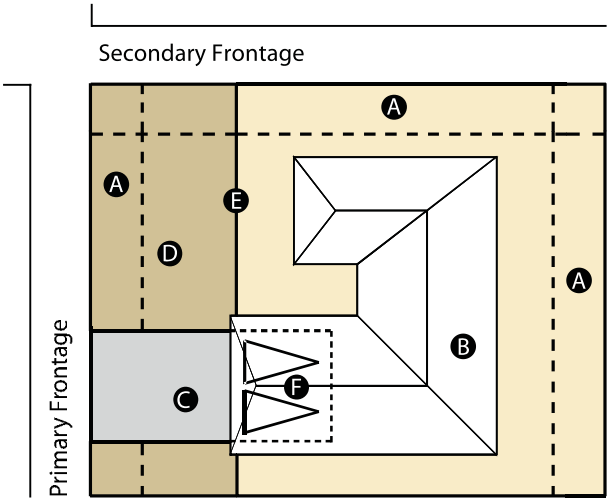


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

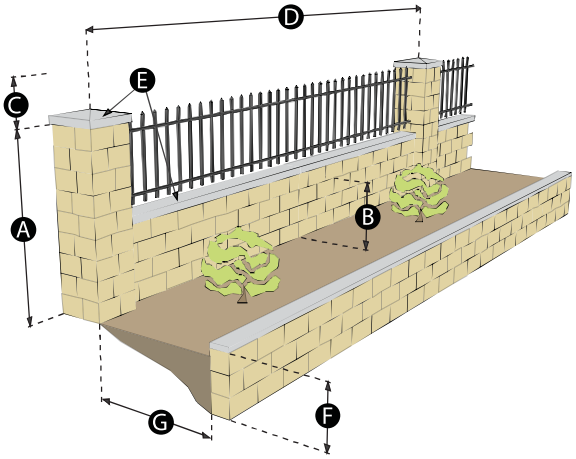
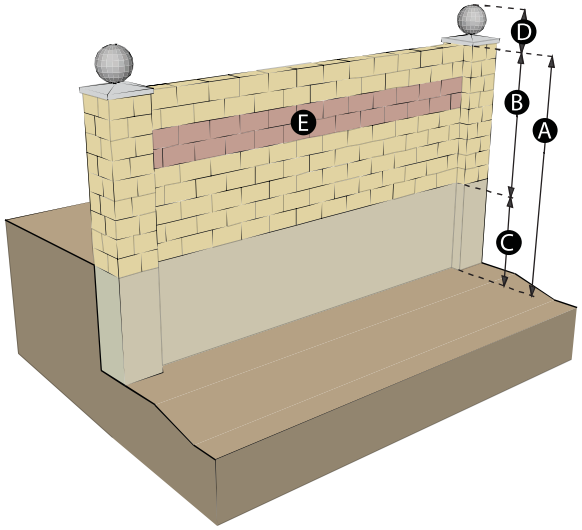
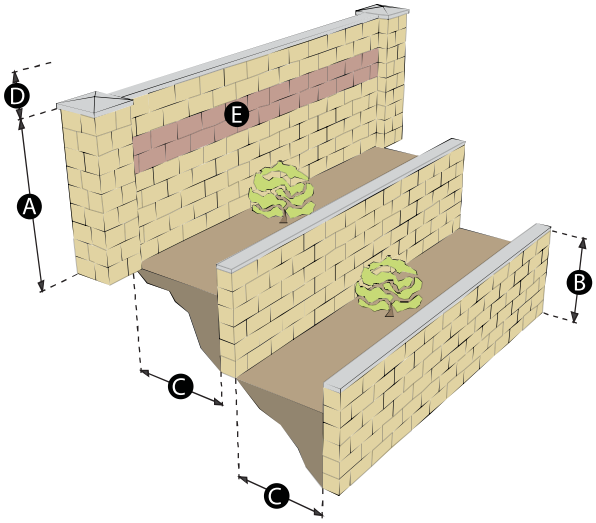


FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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.*

FIGURE 1 - BUILDING PLACEMENT

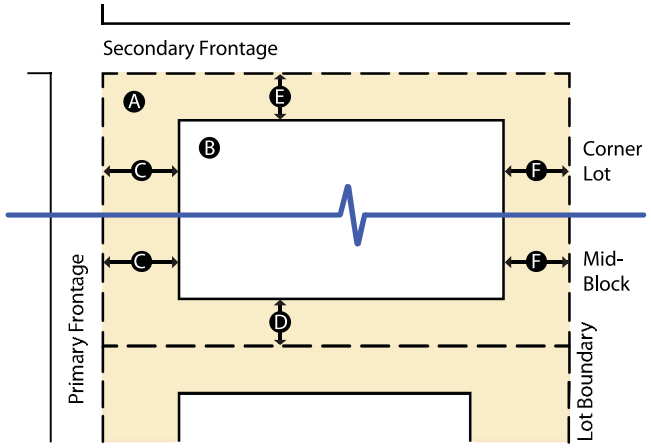


FIGURE 2 - ACCESSORY STRUCTURES

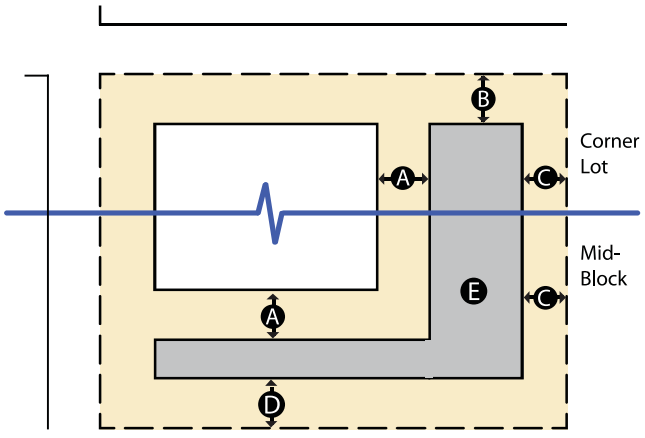
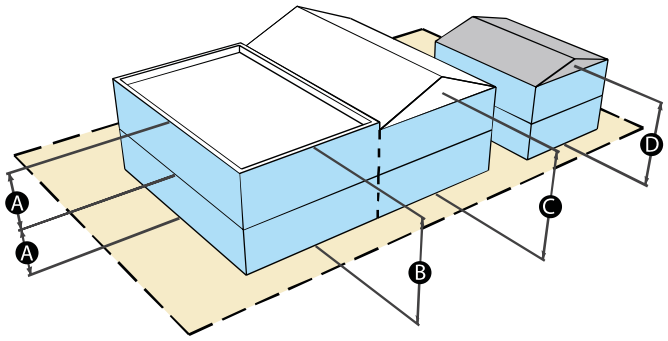
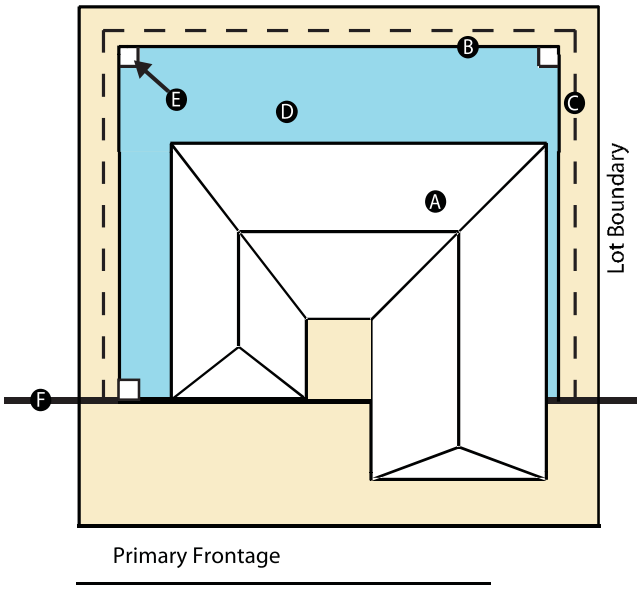


FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
A.	Stories	2 max
B.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
C.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D.	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 [1]	6 feet - Adjacent to Right-of-Way [2] 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. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *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 19.12.060 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 Ornament height above wall	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

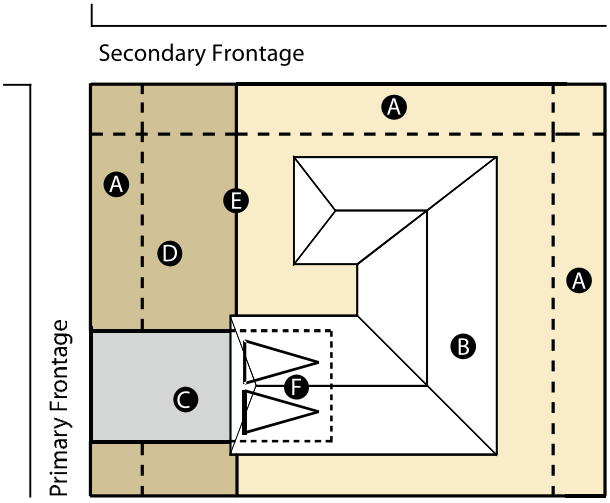


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

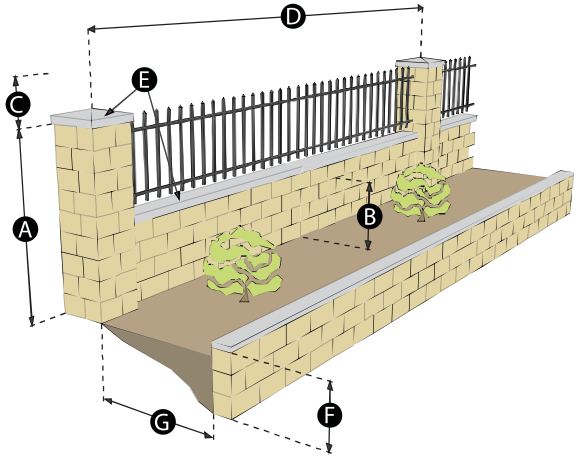
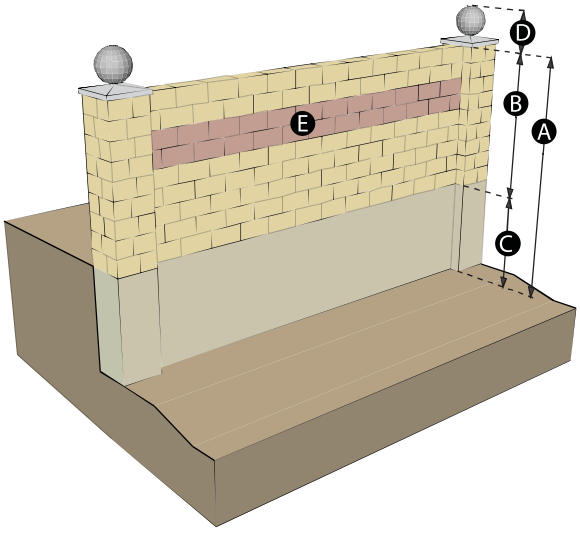
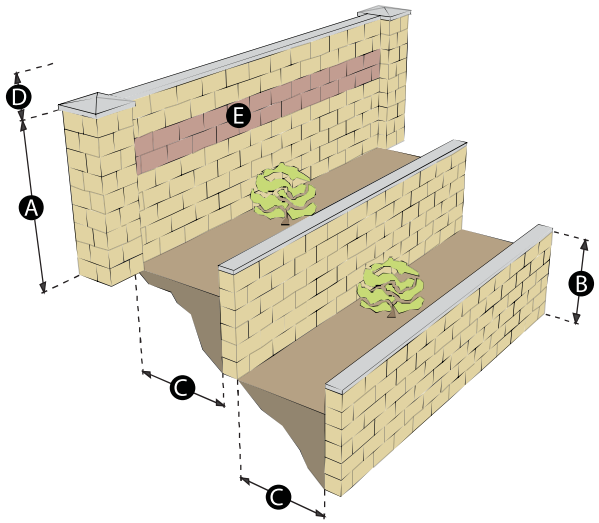


FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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

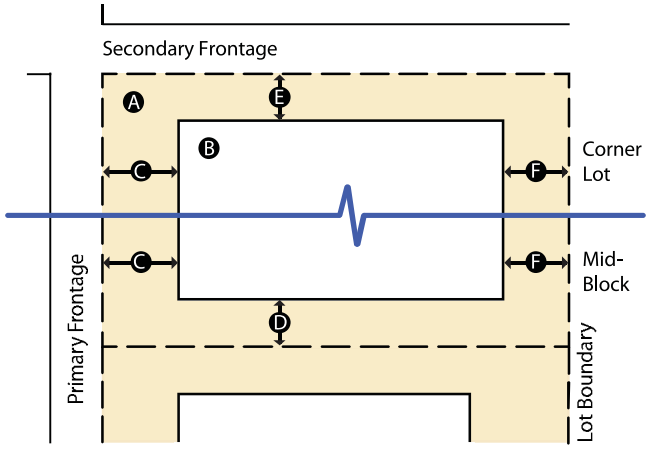


FIGURE 2 - ZERO-LOT LINE DEVELOPMENT

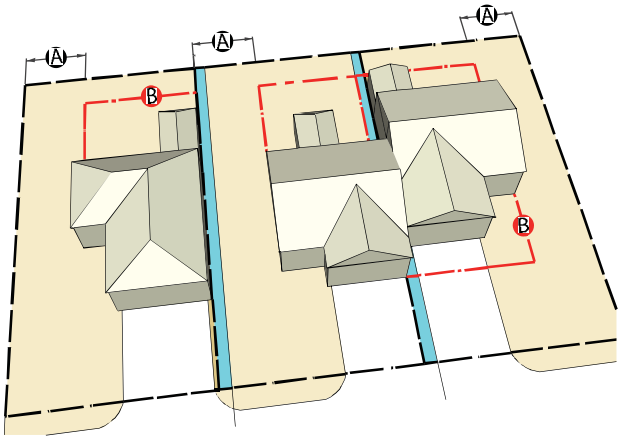


FIGURE 3 - ACCESSORY STRUCTURES

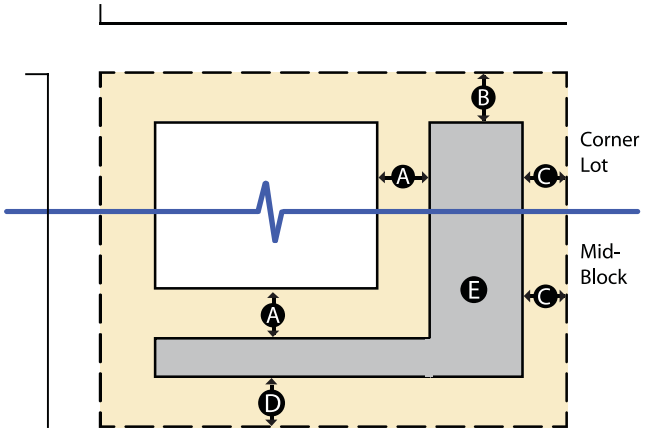
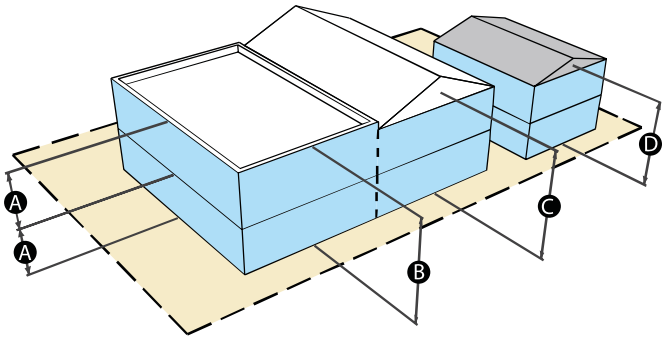


FIGURE 4 - BUILDING HEIGHT



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
A. Stories	2 max
B. Flat Roof - Max. Height	35 feet measured to the top of the roof coping
C. Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D. 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 [1]	6 feet - Adjacent to Right-of-Way [2] 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. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *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 19.12.060 for that use and shall meet the parking area design standards as outlined in LVMC 19.08.110.*

FIGURE 5 - PATIO COVER

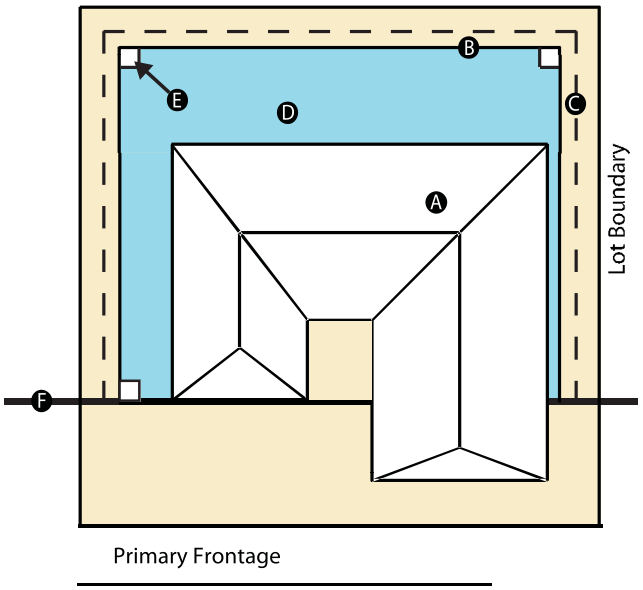


FIGURE 6 - LANDSCAPE BUFFER AND TURF LIMITATIONS / SINGLE-FAMILY (ATTACHED OR DETACHED) PARKING

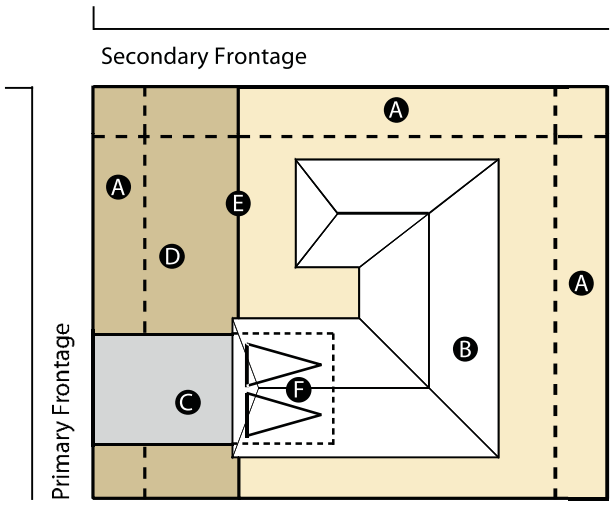


FIGURE 7 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

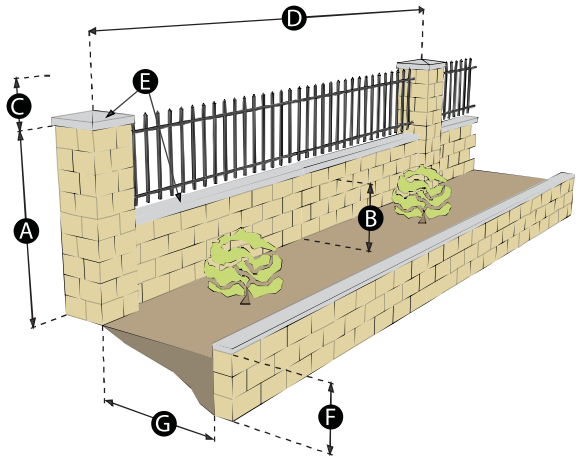
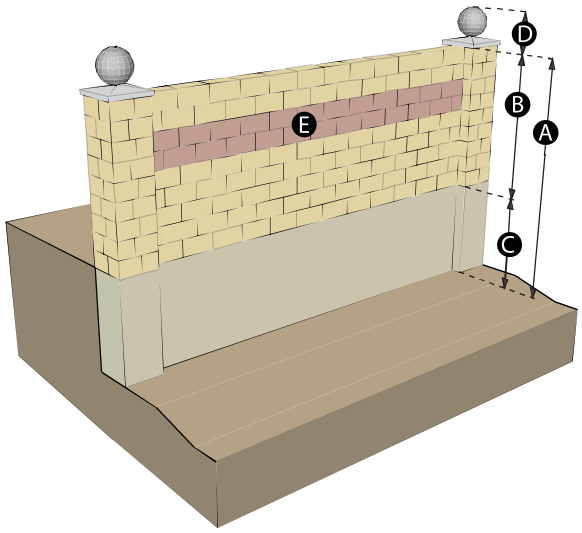


FIGURE 8 - RETAINING AND PERIMETER WALL



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 Ornament height above wall	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:

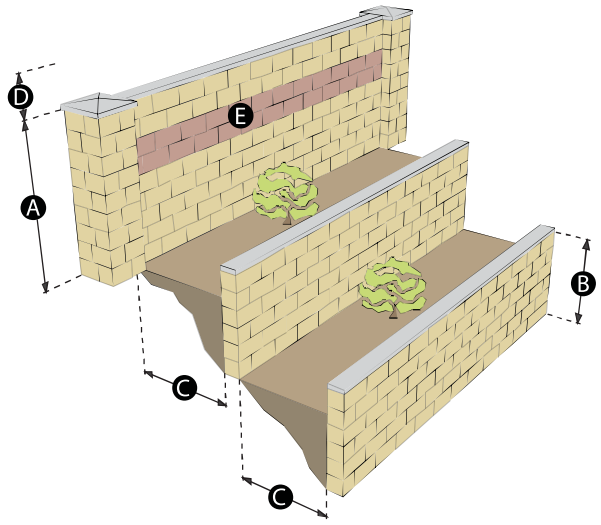
1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 7).*

Perimeter and Retaining Walls (see Figure 8)	Table 9
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet

C.	Maximum Retaining Wall Height	6 feet
D.	Maximum Ornament Height above wall	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	5 feet
D.	Maximum Ornament Height	18 inches
E.	Contrasting Material	20%

FIGURE 9 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



19.06.090

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.*

FIGURE 1 - BUILDING PLACEMENT/ACCESSORY STRUCTURES

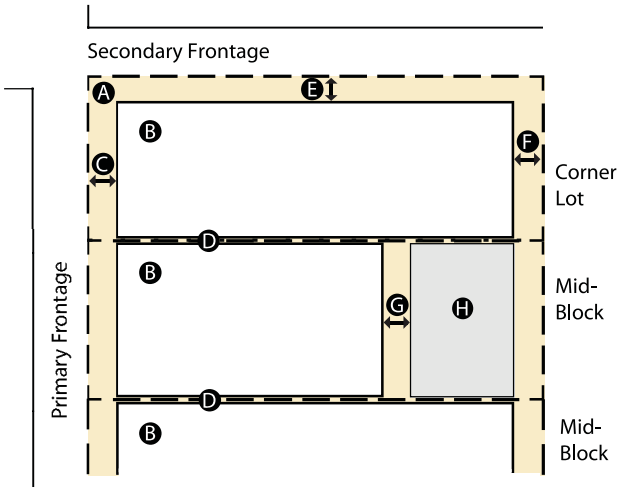


FIGURE 2 - BUILDING HEIGHT

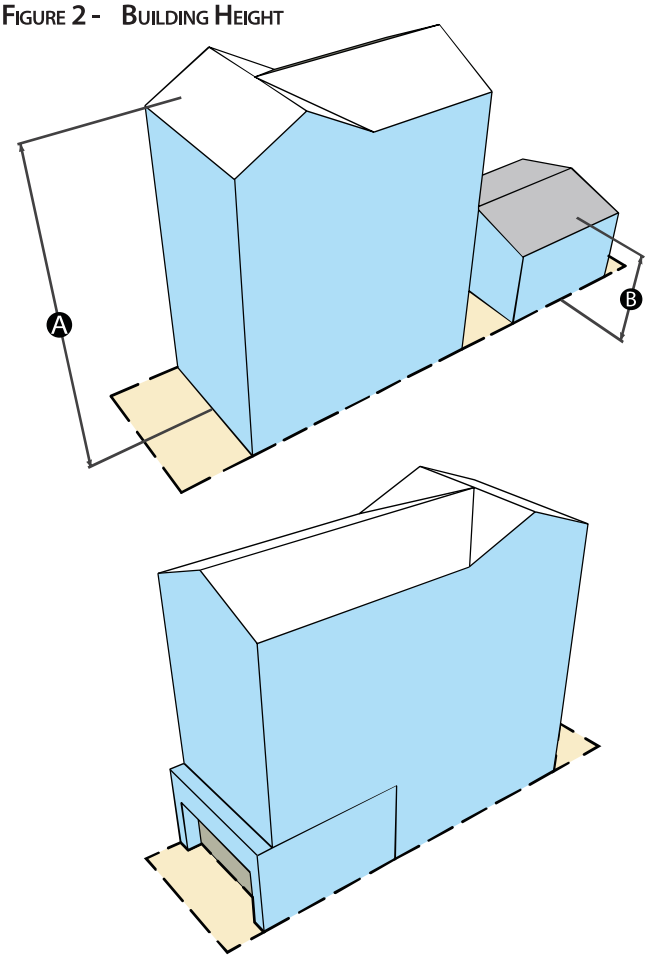
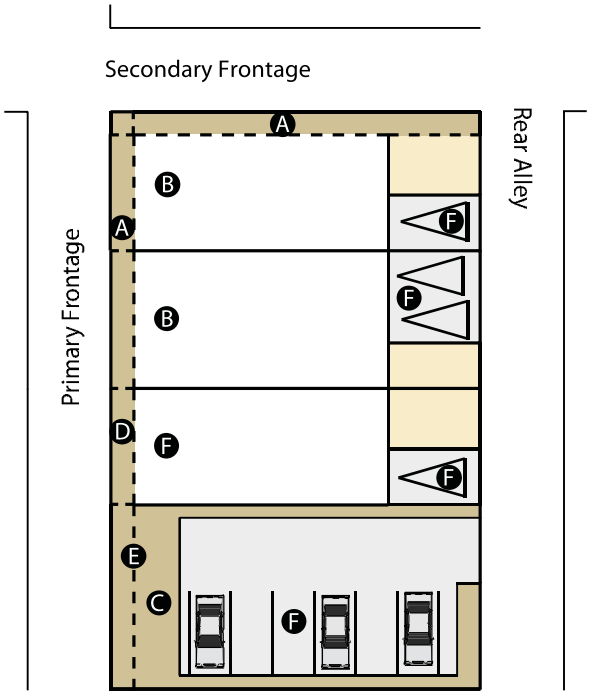


FIGURE 3 - LANDSCAPE BUFFER AND TURF LIMITATIONS / SINGLE FAMILY (ATTACHED) PARKING



LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 3)		TABLE 4
A.	Landscape Buffer - Minimum Zone Depths [1]	6 feet - Adjacent to Right-of-Way [2] 0 feet - Interior Lot Lines
B.	Primary Dwelling	
C.	Parking Lot Screening	Screening from adjacent roadways shall be provided [3]
D.	Front Yard Area - Turf Coverage	0%
E.	Front Yard Setback Line	

Footnotes:

1. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *Only applies to single-family developments with five or more lots.*
3. *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 19.12.060 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 Ornament height above wall	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).*

FIGURE 4 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

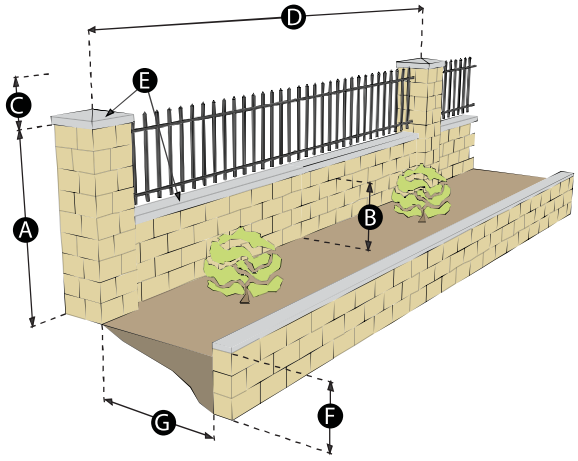
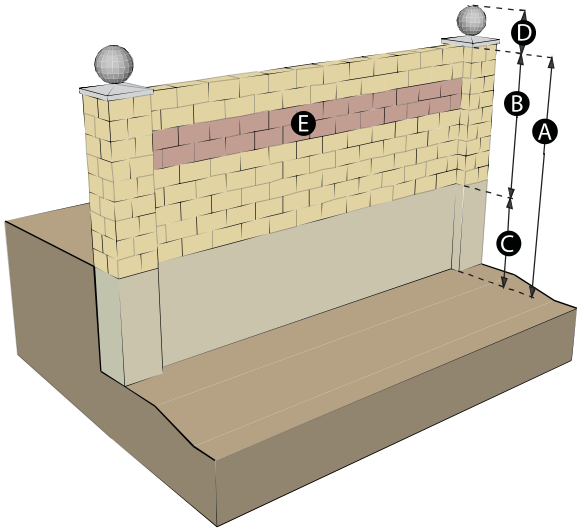
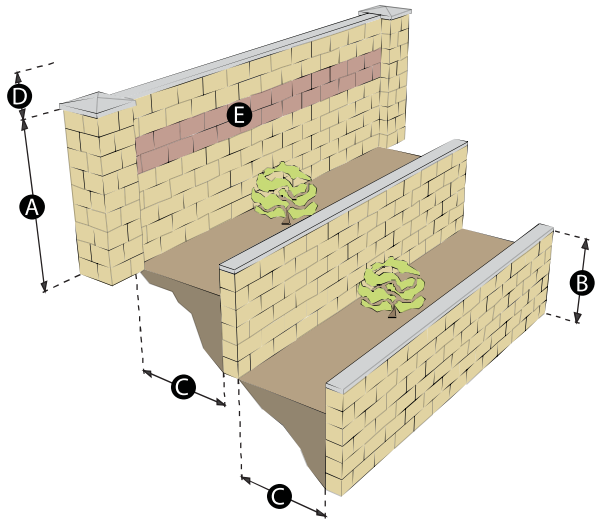


FIGURE 5 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 5)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%

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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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 [1]
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

Footnotes:

1. *Maximum dwelling units per acre (DUA) is determined by the underlying General Plan Designation and may not exceed the density permitted under said designation.*

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

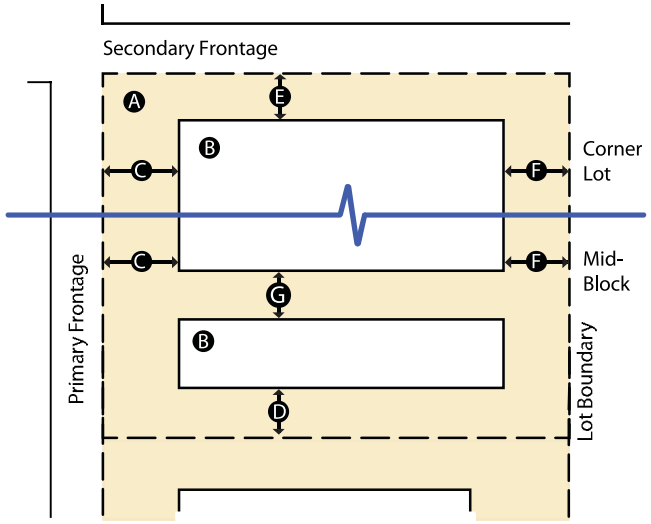


FIGURE 2 - ACCESSORY STRUCTURES

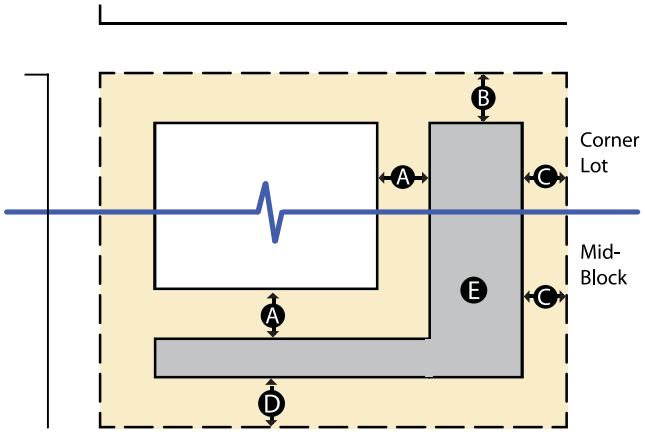
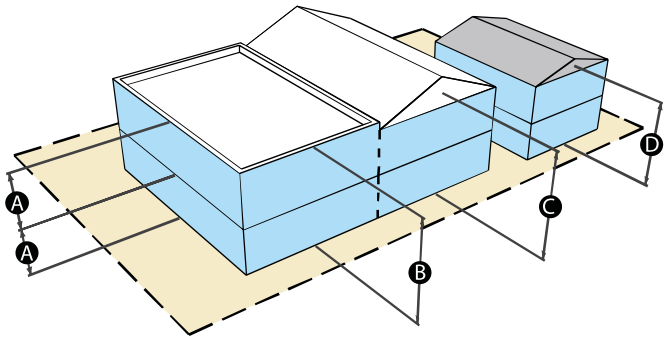
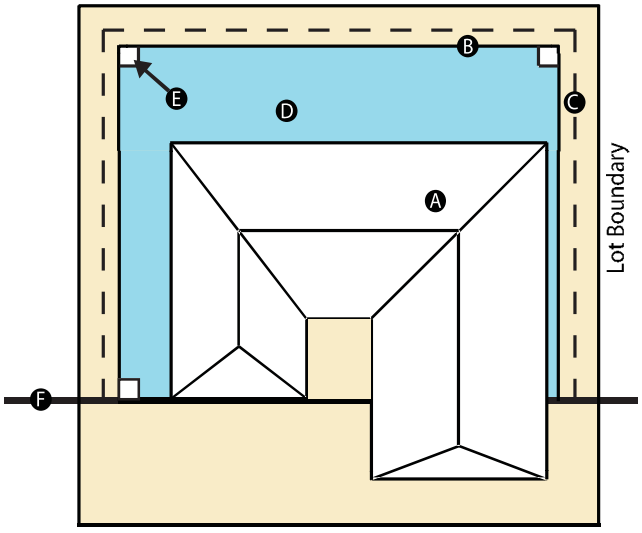


FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
A.	Stories	2 max
B.	Flat Roof - Max. Height	35 feet measured to the top of the roof coping
C.	Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D.	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 [1]	6 feet - Adjacent to Right-of-Way [2] 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. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *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 19.12.060 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 Ornament height above wall	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

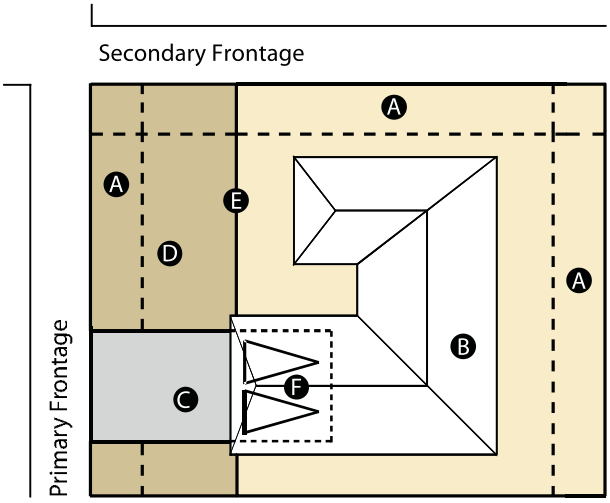


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

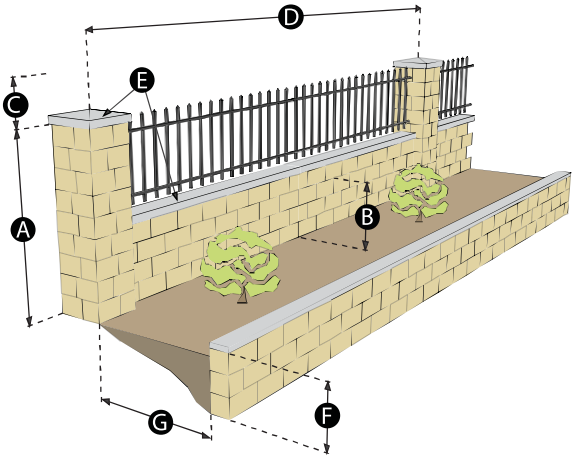
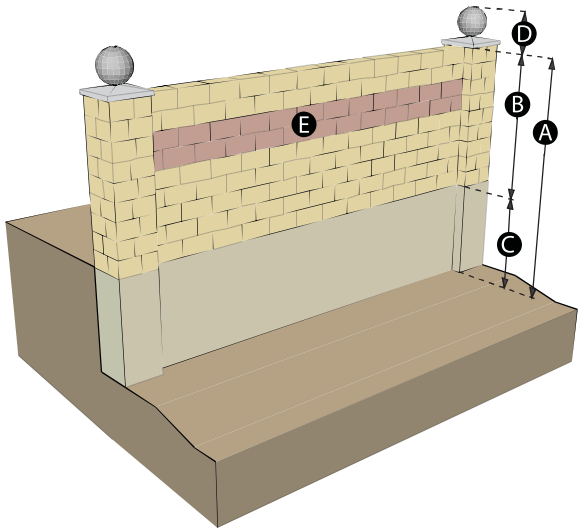
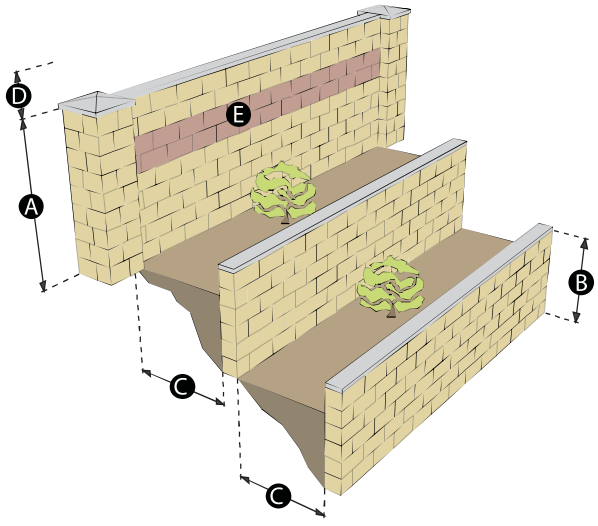


FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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 [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
G. Minimum Distance Between Buildings	10 feet

Footnotes:

1. *Maximum dwelling units per acre (DUA) is determined by the underlying General Plan Designation and may not exceed the density permitted under said designation.*

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

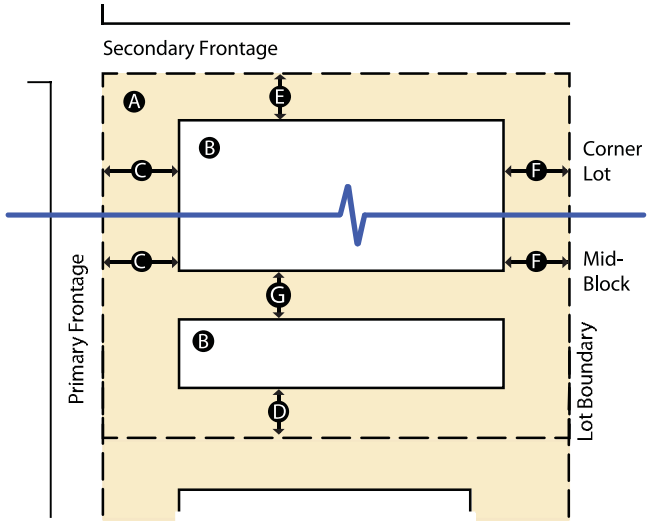


FIGURE 2 - ACCESSORY STRUCTURES

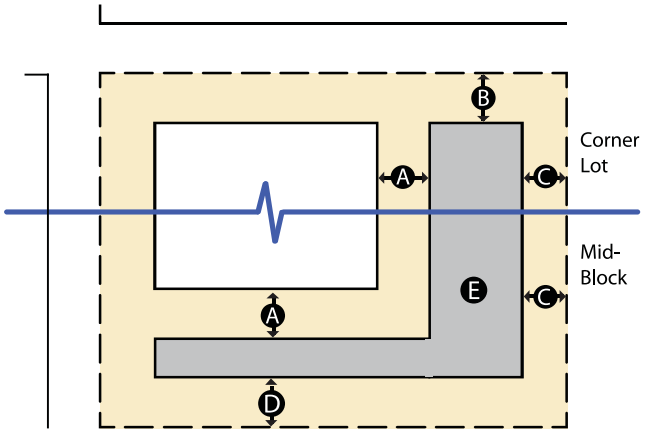
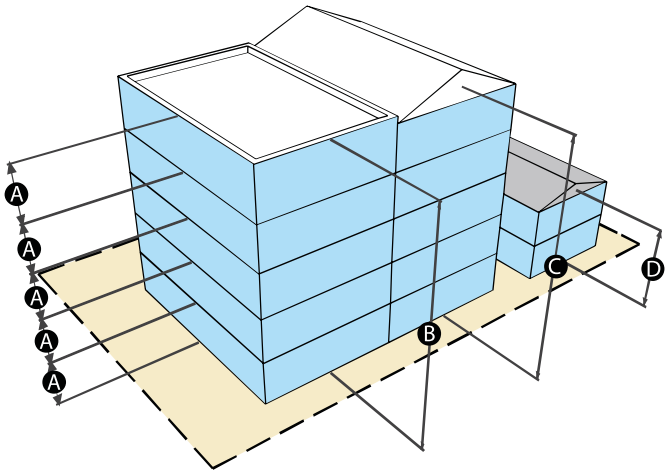
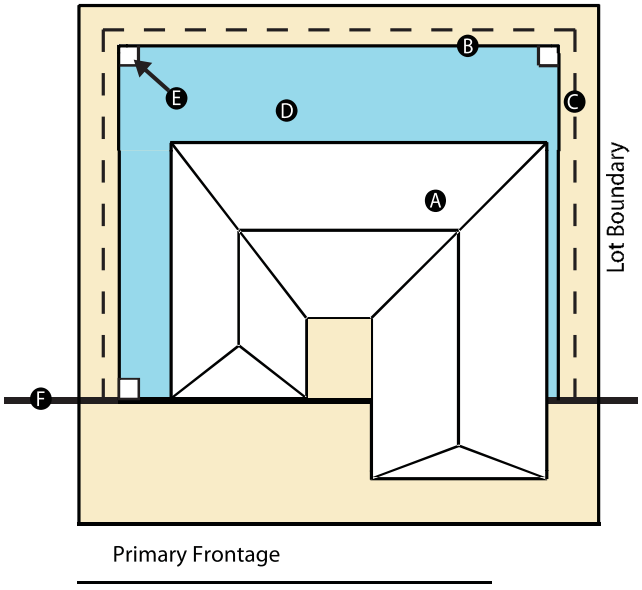


FIGURE 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)		TABLE 3
A.	Stories	5 max
B.	Flat Roof - Max. Height	55 feet measured to the top of the roof coping
C.	Pitched Roof - Max. Height	55 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D.	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 [1]	10 feet - Adjacent to Right-of-Way [2] 6 feet - Interior Lot Lines [3]
B.	Primary Dwelling	
C.	Turf Coverage	30% of landscapable area
D.	Front Yard Setback Line	

Footnotes:

1. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *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.*
3. *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 19.12.060 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 Ornament height above wall	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 / MULTI-FAMILY PARKING

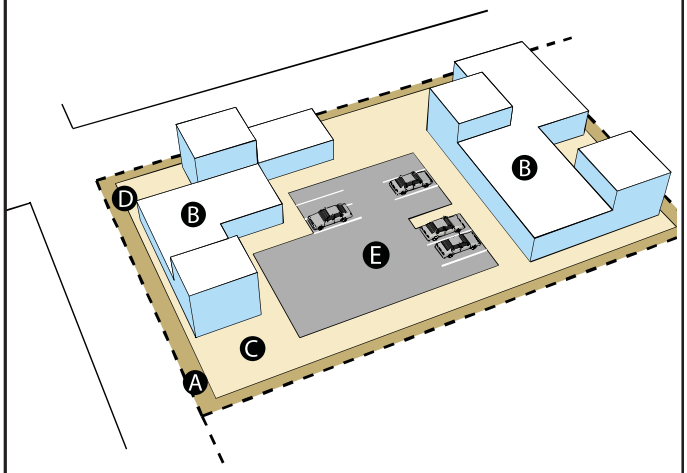


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

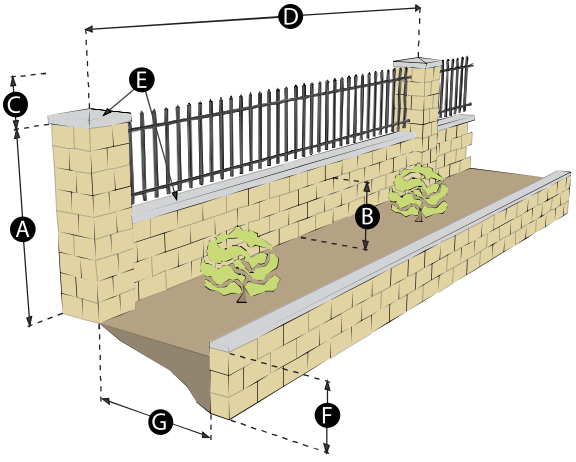
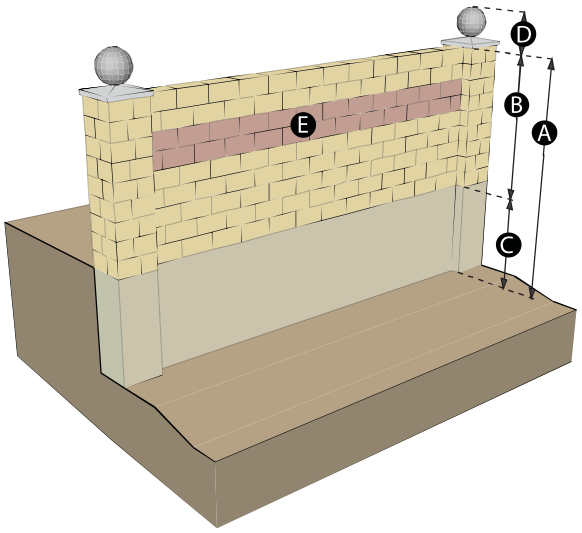
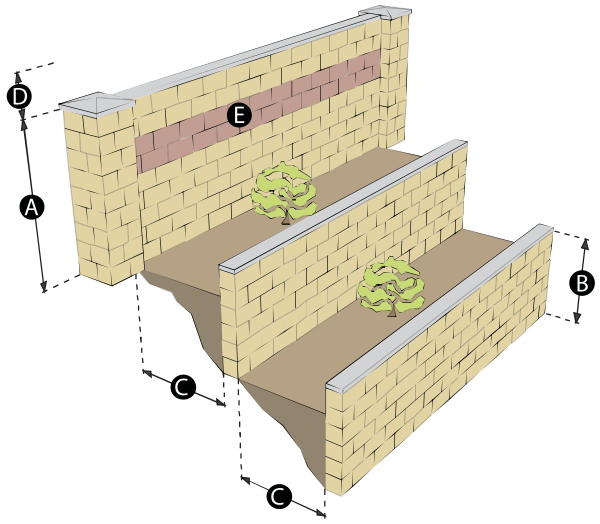


FIGURE 7 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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 2]
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 [3]
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. *Maximum dwelling units per acre (DUA) is determined by the underlying General Plan Designation and may not exceed the density permitted under said designation.*
3. *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.*

FIGURE 1 - BUILDING PLACEMENT

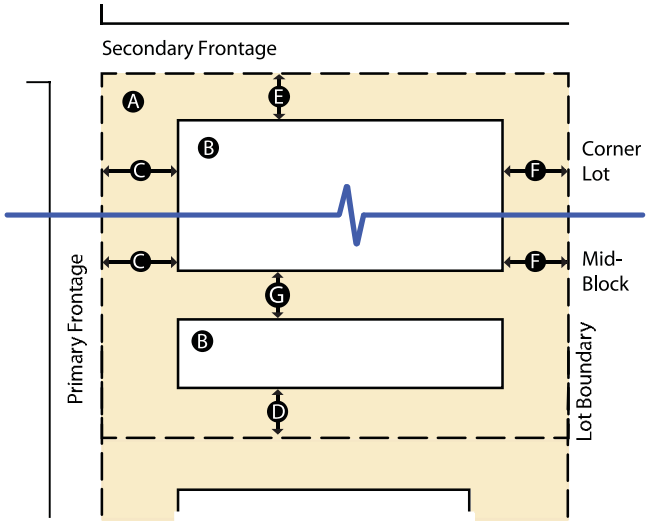
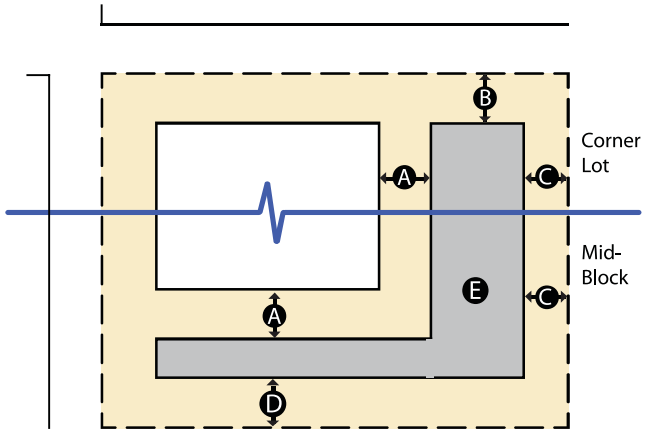


FIGURE 2 - ACCESSORY STRUCTURES

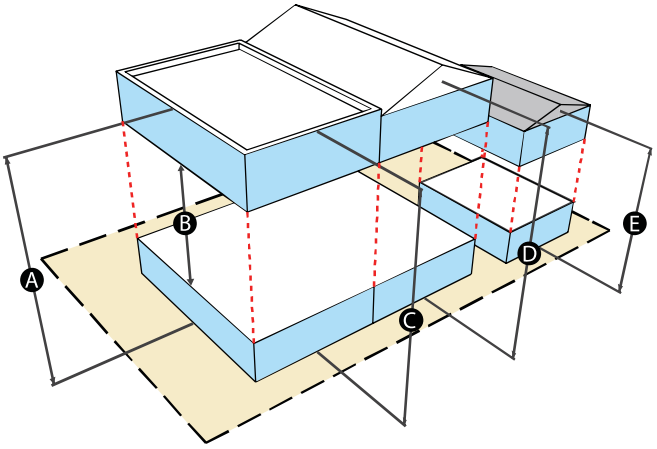


ACCESSORY STRUCTURES (see Figure 2)	TABLE 2
A. Separation from Main Bldg.	6 feet
B. Minimum Corner Side Yard Setback	5 feet
C. Minimum Rear Yard Setback	3 feet
D. Minimum Side Yard Setback	3 feet
E. Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit [1]

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 3 - BUILDING HEIGHT



BUILDING HEIGHT (see Figure 3)	TABLE 3
A. Stories	NA
B. Floors	NA
C. Flat Roof - Max. Height	55 feet measured to the top of the roof coping
D. Pitched Roof - Max. Height	55 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
E. 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 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 [1]	10 feet - Adjacent to Right-of-Way [2] 6 feet - Interior Lot Lines [3]
B.	Primary Dwelling	
C.	Turf Coverage	30% of landscapable area
D.	Front Yard Setback Line	

Footnotes:

1. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *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.*
3. *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]

FIGURE 4 - PATIO COVER

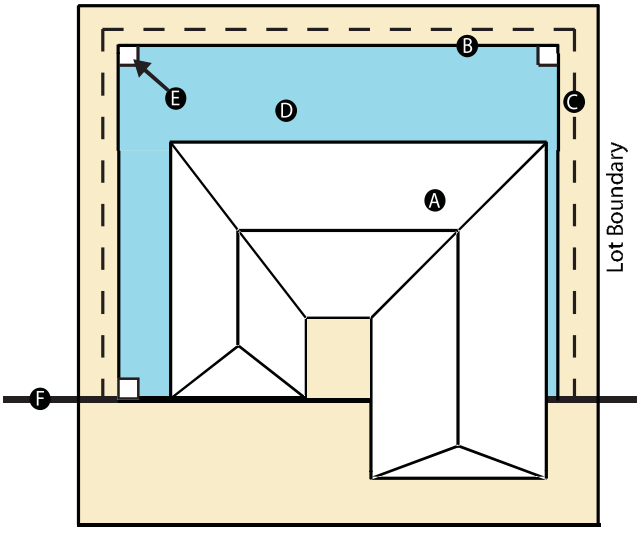


FIGURE 5 - LANDSCAPE BUFFER AND TURF LIMITATIONS / MULTI-FAMILY PARKING

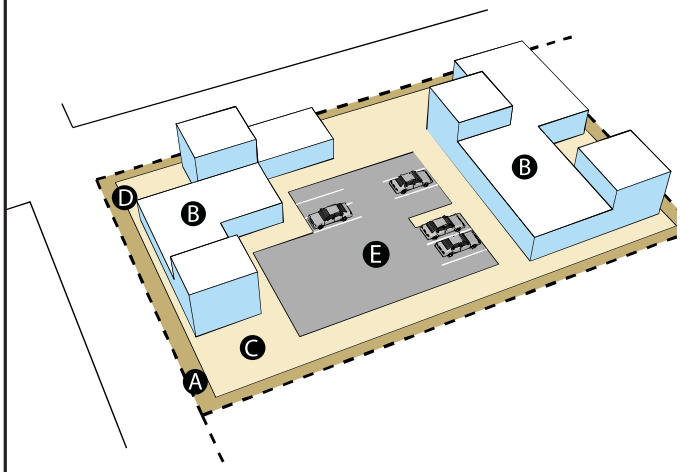


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

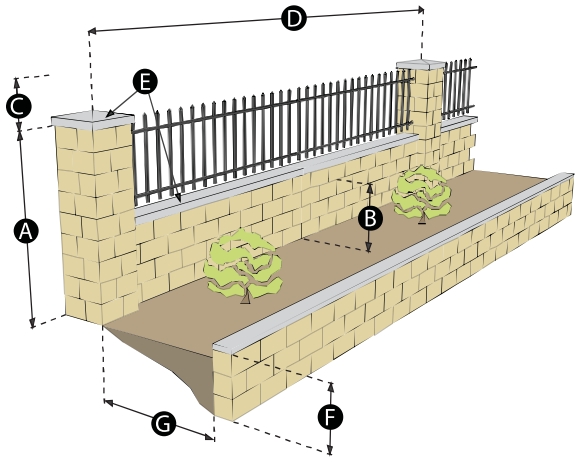
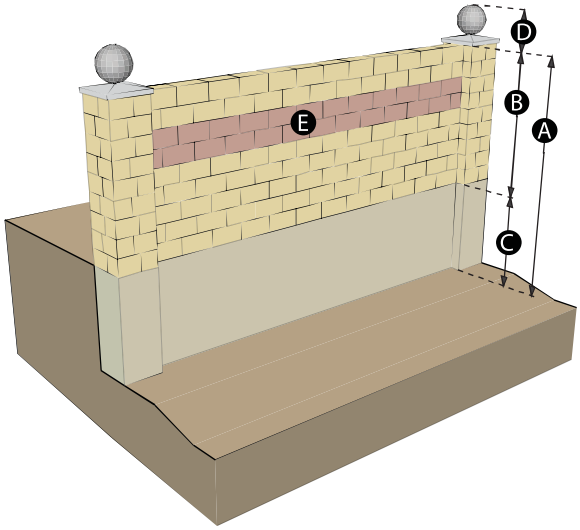


FIGURE 7 - RETAINING AND PERIMETER WALL



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 19.12.060 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 Ornament height above wall	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:

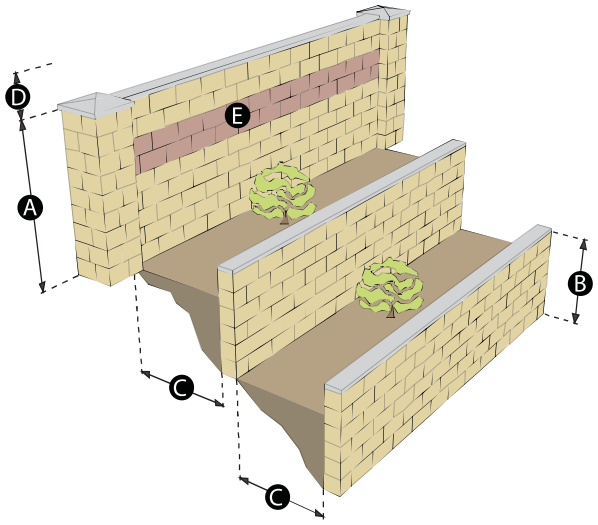
1. *Retaining walls along the front property line may not exceed two feet in height. Where the grade of the front yard slopes at a ratio greater than 2:1, multiple retaining walls may be constructed, provided there is a minimum distance of five feet between retaining walls for landscaping. (See Figure 6).*

Perimeter and Retaining Walls (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet

D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



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]

FIGURE 1 - BUILDING PLACEMENT

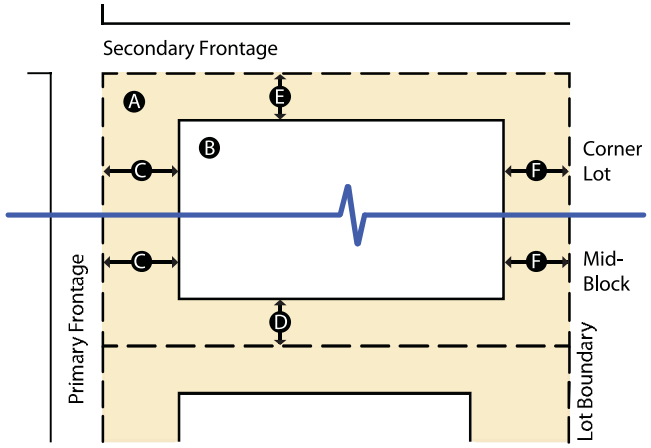


FIGURE 2 - ACCESSORY STRUCTURES

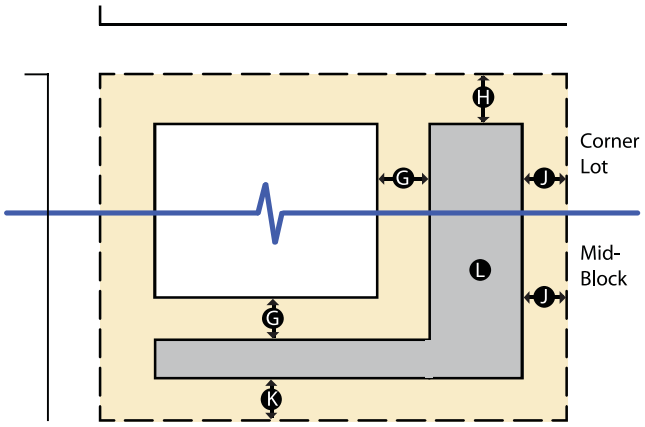


FIGURE 3 - BUILDING HEIGHT

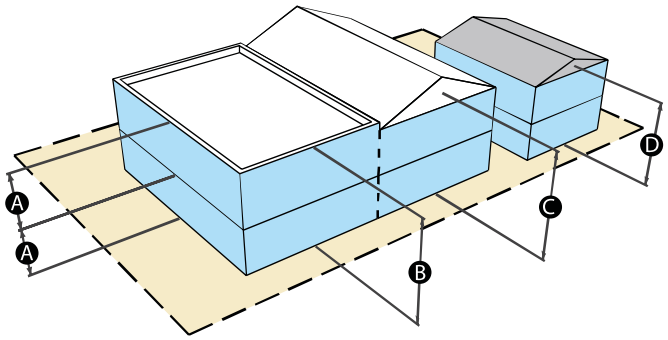
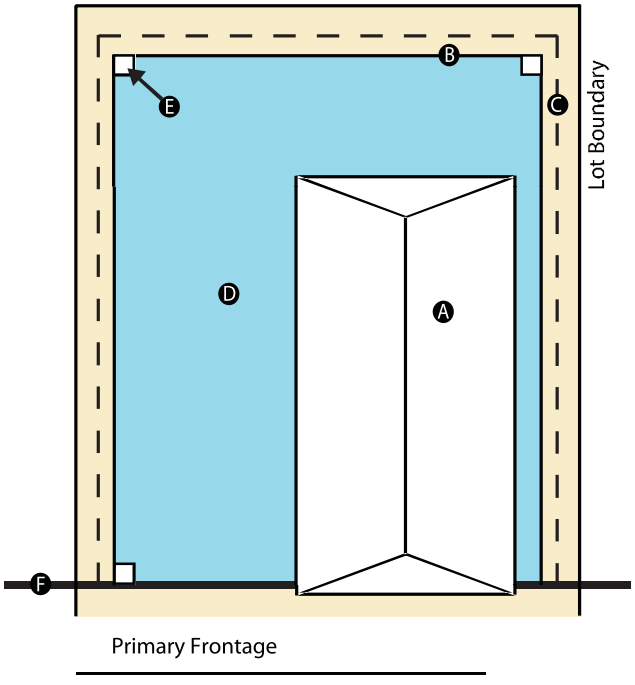


FIGURE 4 - PATIO COVER



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
A. Stories	2 max
B. Flat Roof - Max. Height	35 feet measured to the top of the roof coping
C. Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D. 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 [1]	6 feet - Adjacent to Right-of-Way [2] 0 feet - Interior Lot Lines
B. Primary Dwelling	

C. Front Yard Area - Turf Coverage	0%
D. Front Yard Setback Line	

Footnotes:

1. *Nonresidential development shall have a minimum landscape buffer width of 15 feet adjacent to a right-of-way and eight feet along interior lot lines.*
2. *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 19.12.060 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 Ornament height above wall	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

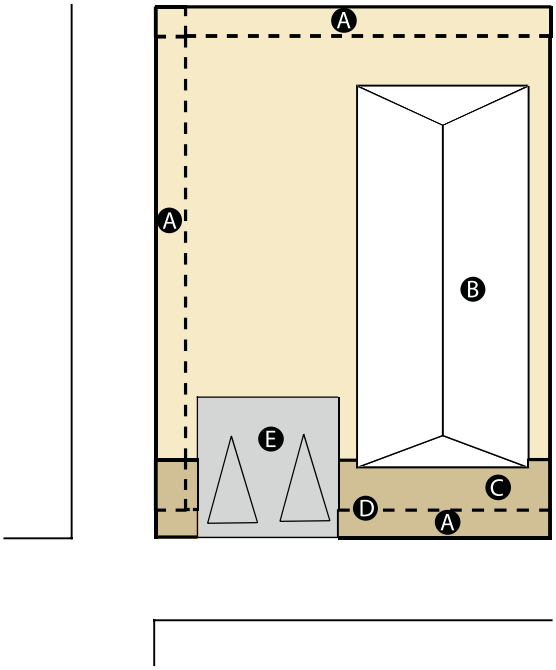


FIGURE 6 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

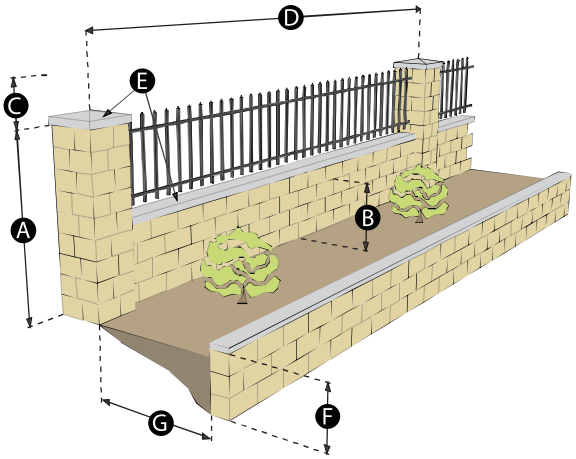


FIGURE 7 - RETAINING AND PERIMETER WALL

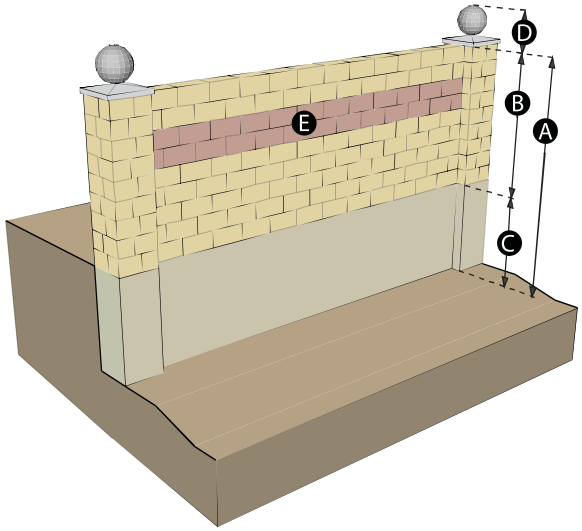
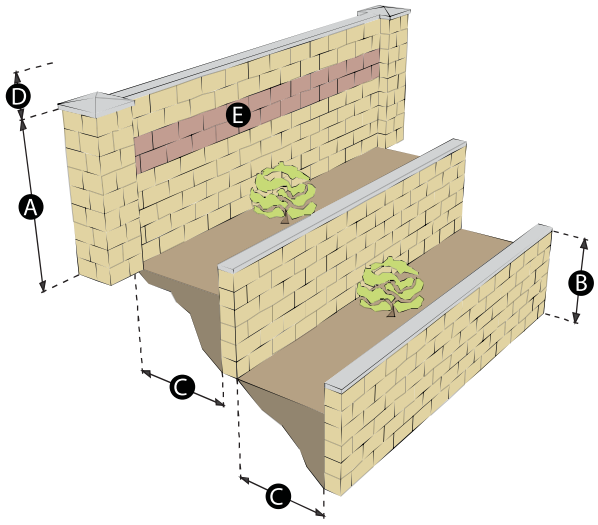


FIGURE 8 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



Perimeter and Retaining Walls [1] (see Figure 7)	Table 8
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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.*

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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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-f nding; 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 Section 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.

FIGURE 1 - DECORATIONS

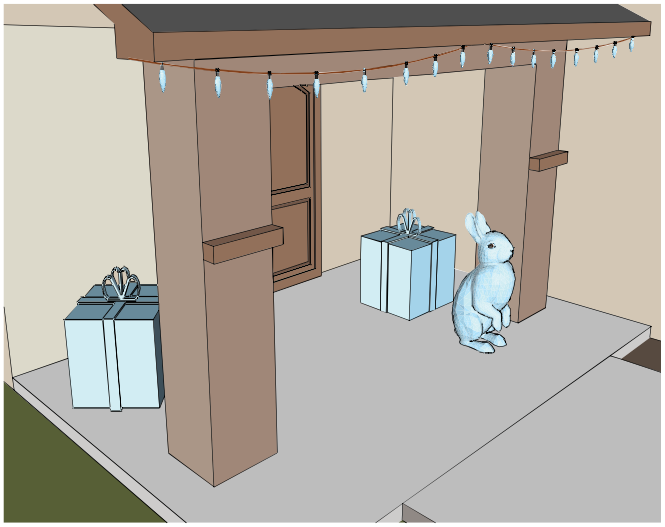
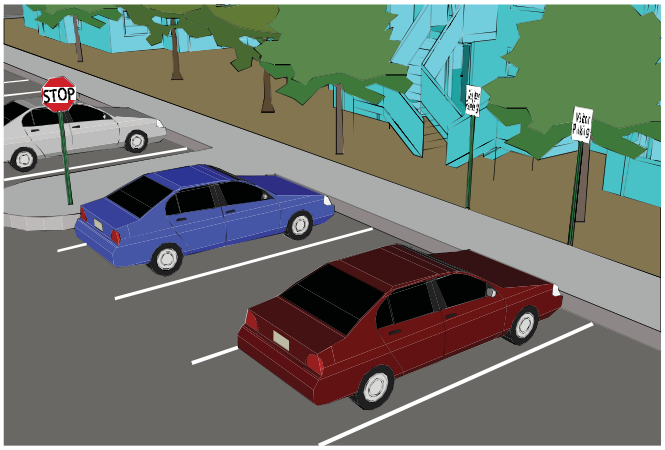


FIGURE 2 - TRAFFIC CONTROL SIGNS ON PRIVATE PROPERTY



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)

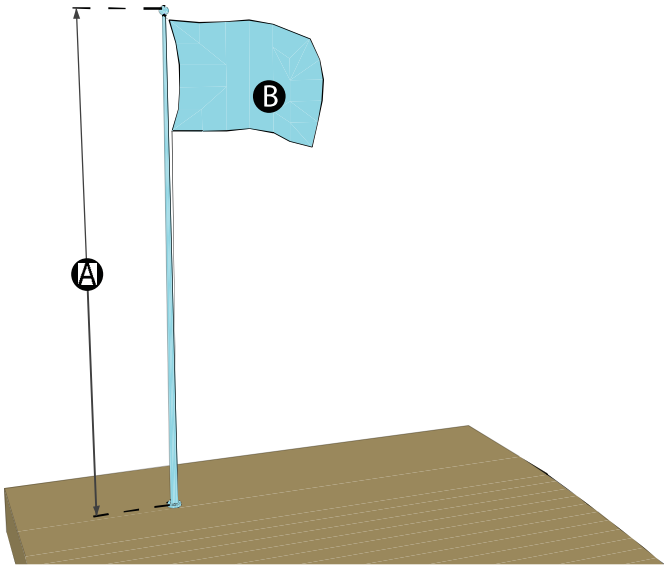
Official flags of private corporations or other private entities are permitted at the location of the main headquarters, corporate offices or branch office of the subject entity provided that:

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.

FIGURE 3 - OFFICIAL FLAGS



Garage or Yard Sale Signs
19.06.140(F)(5)

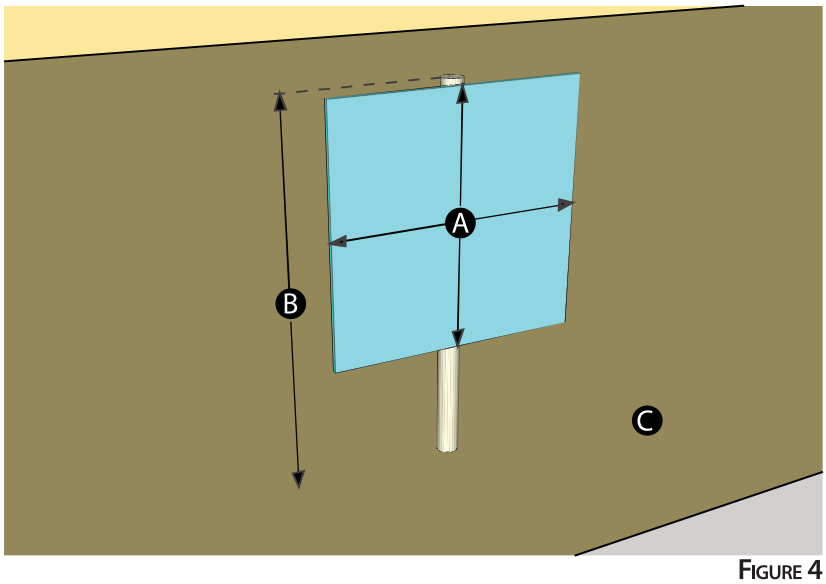


FIGURE 4

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)

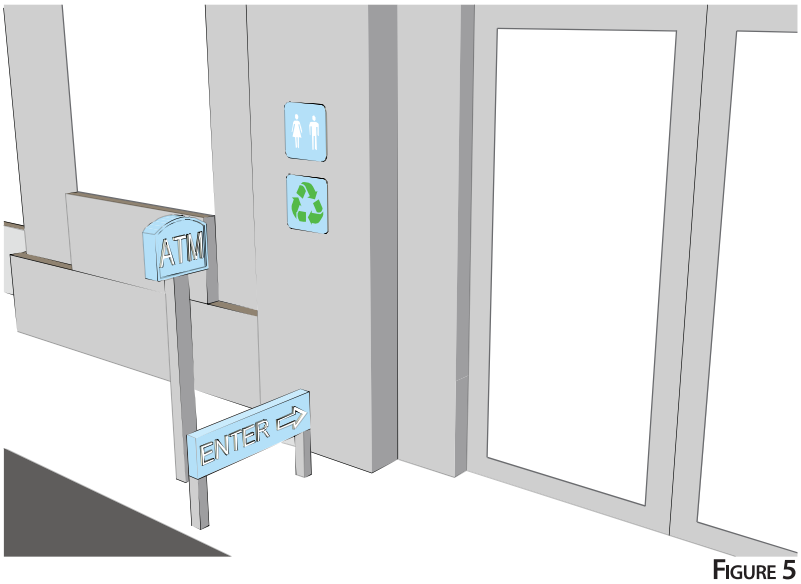


FIGURE 5

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

Open House Signs
19.06.140(F)(7)

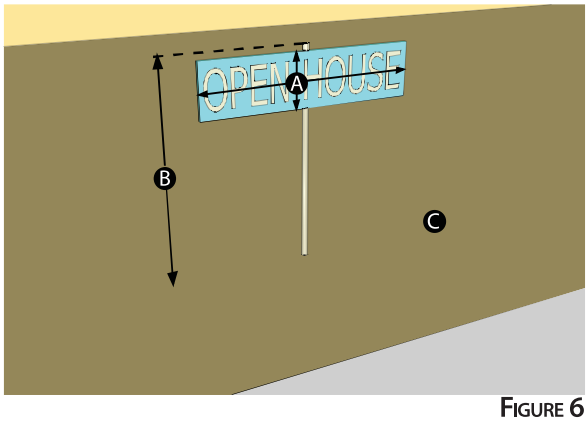


FIGURE 6

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

Project Flags
19.06.140(F)(8)

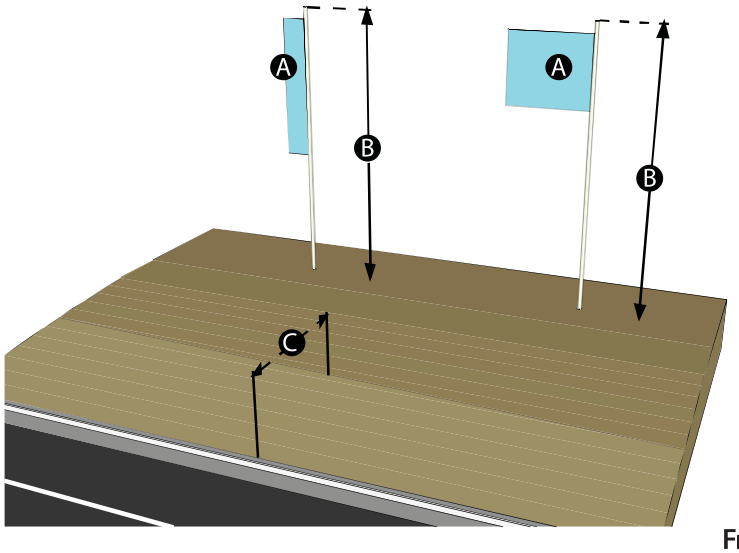


FIGURE 7

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
Project Flag Signs	Project f ags are decorative f ags 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 Number	25 f ags per development that is 10 acres in area or less, plus one additional flag for each additional one-half acre in area
Maximum Area (see Ⓐ in Figure 7)	24 square feet per flag
Maximum Height (see Ⓑ in Figure 7)	24 feet
Location (see Ⓒ in Figure 7)	5 feet to all property lines
Illumination Permitted	No
Certificate Required	No

House of Worship Directional Signs
19.06.140(F)(9)

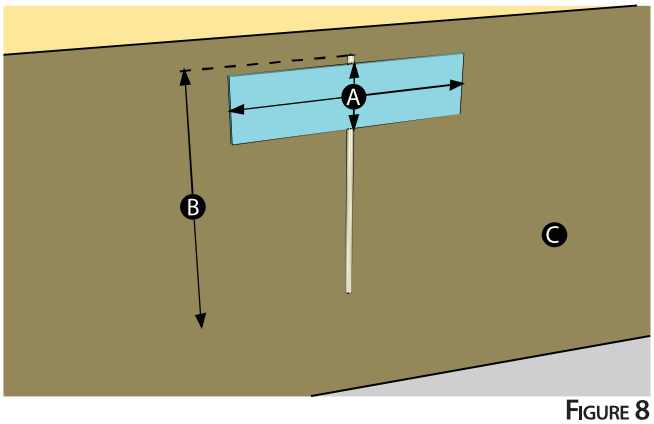


FIGURE 8

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

Community Interior Directional Signs
19.06.140(F)(10)

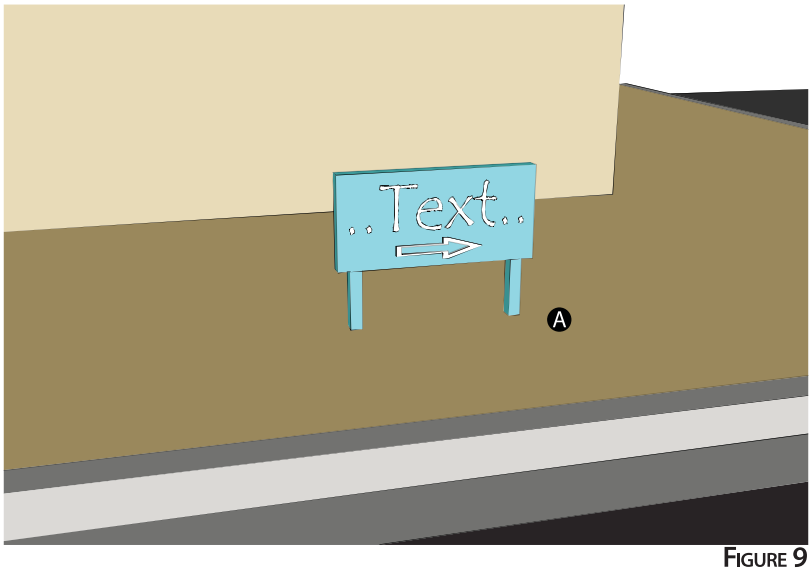


FIGURE 9

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

Development Entry Statement Signs
19.06.140(F)(11)

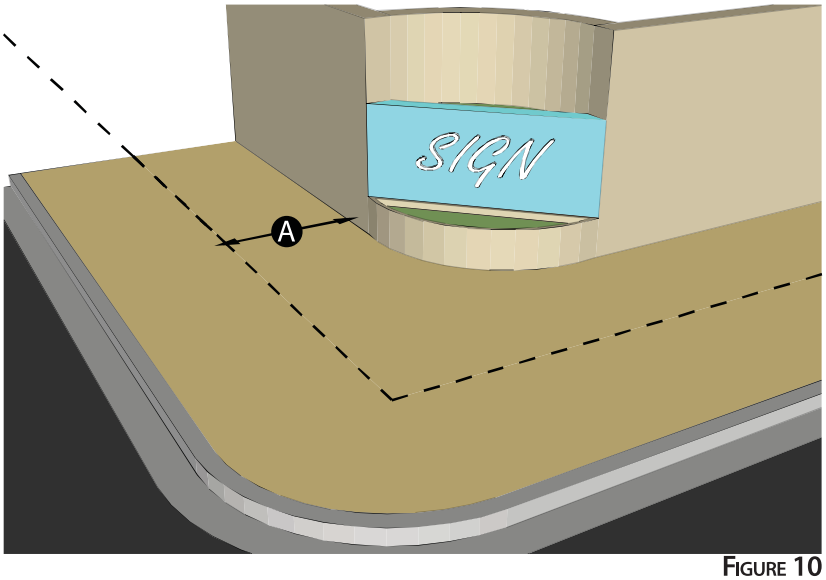


FIGURE 10

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

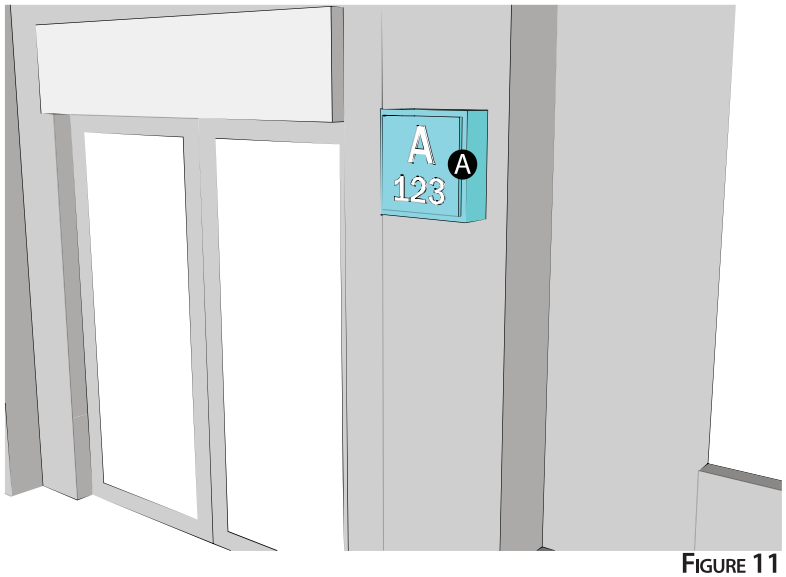


FIGURE 11

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

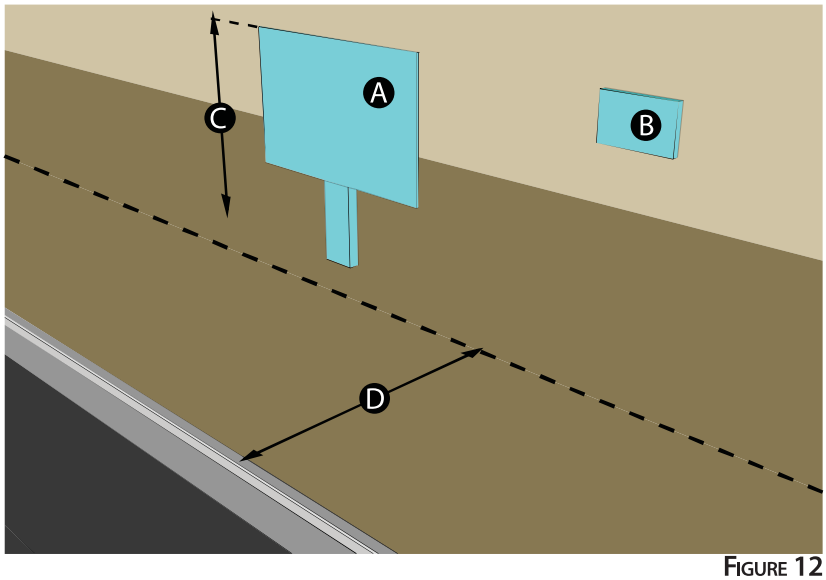


FIGURE 12

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 A and B 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 C in Figure 12)	8 feet if freestanding	8 feet if freestanding
Minimum Setback (see D 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 of -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 of -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

Institutional Signs (Attached)
19.06.140(F)(14)

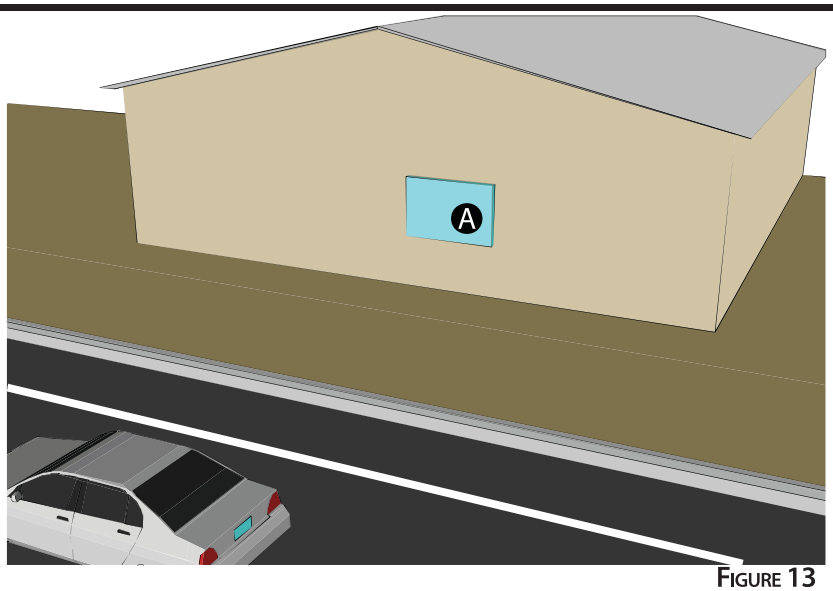


FIGURE 13

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

Institutional Signs (Freestanding)
19.06.140(F)(15)

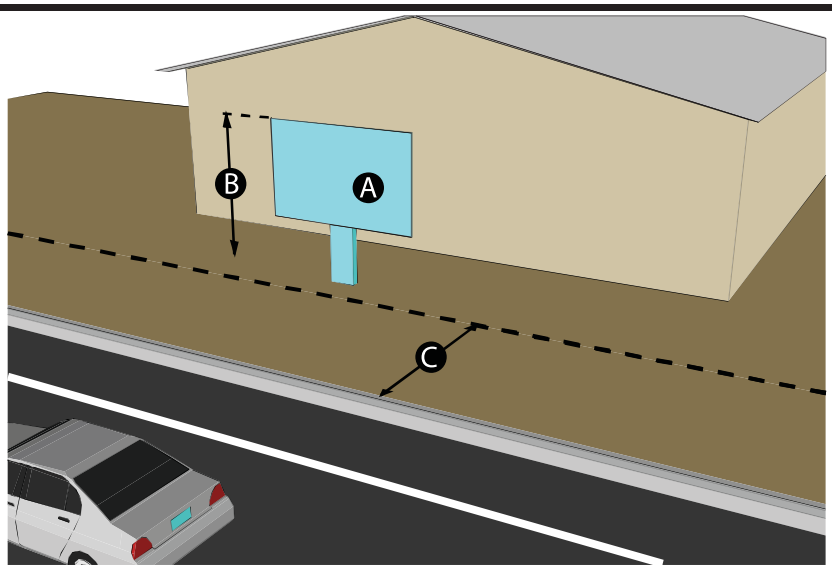


FIGURE 14

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

Freestanding Signs
19.06.140(F)(16)

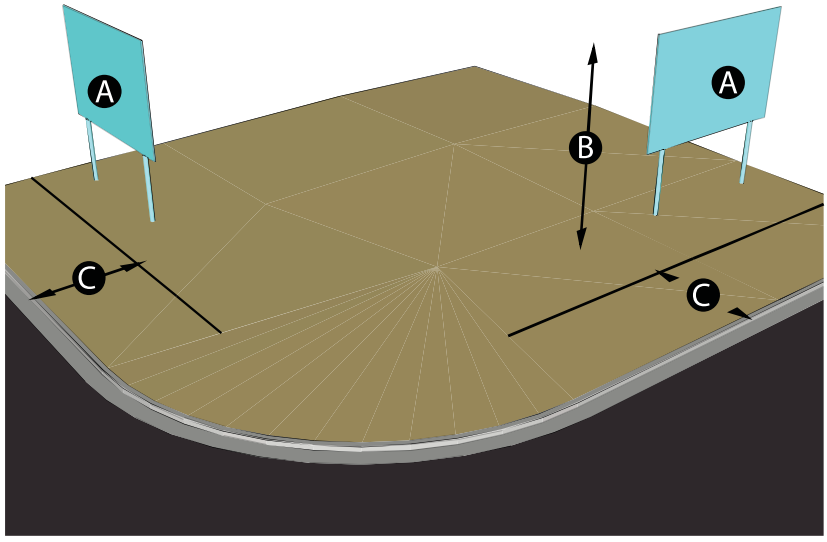


FIGURE 15

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

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

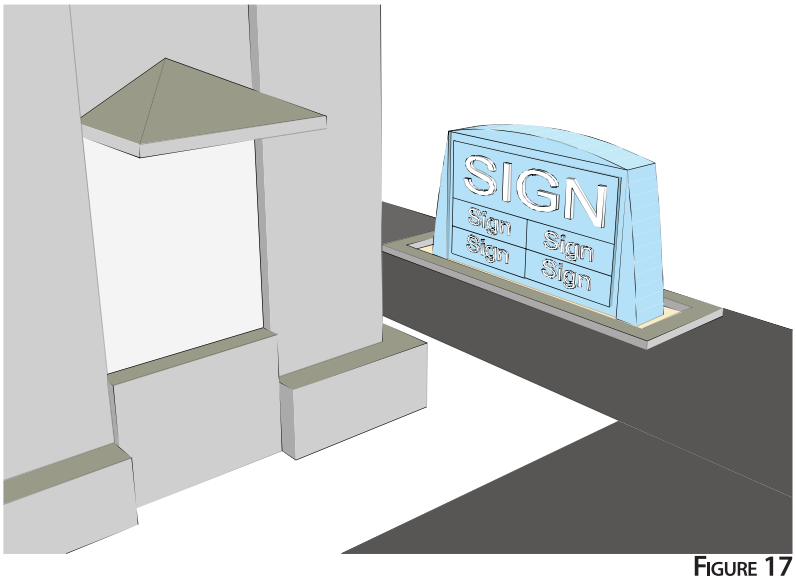


FIGURE 17

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

FIGURE 18 - POLITICAL SIGNS

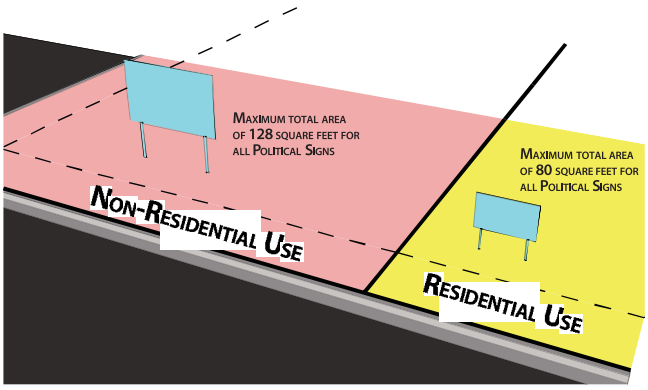


FIGURE 19 - SUBDIVISION DEVELOPMENT SALE SIGNS

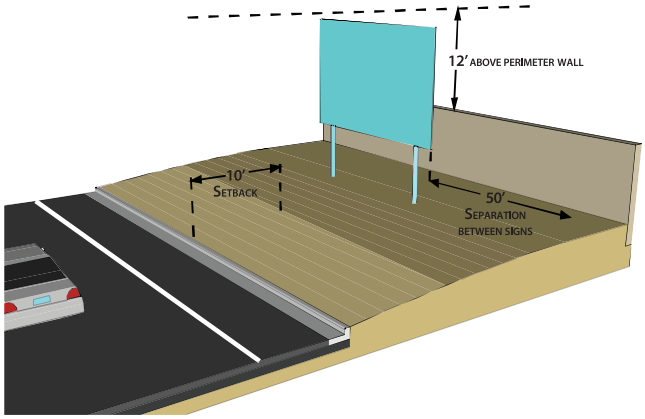
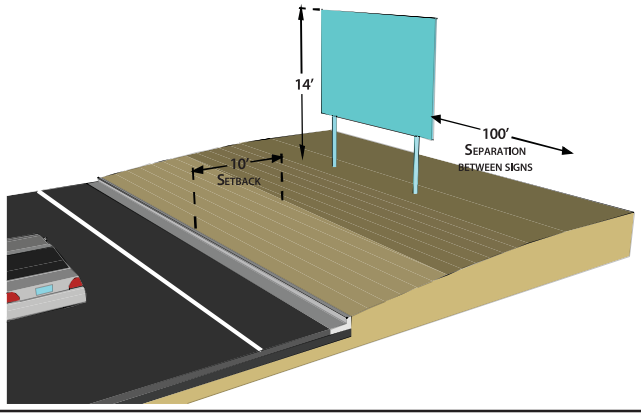


FIGURE 20 - SUBDIVISION DEVELOPMENT CONTINUOUS DIRECTIONAL SIGNS



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 nonresidential 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.

FIGURE 21 - SUBDIVISION DEVELOPMENT WEEKEND DIRECTIONAL SIGNS

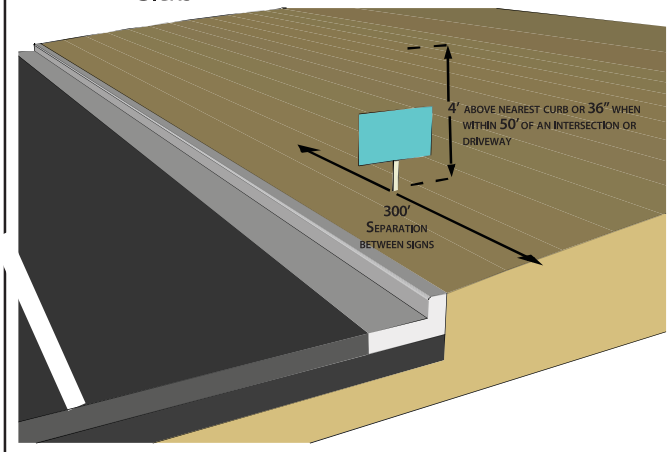


FIGURE 22 - REAL ESTATE SIGNS ADVERTISING RESIDENTIAL PROPERTY

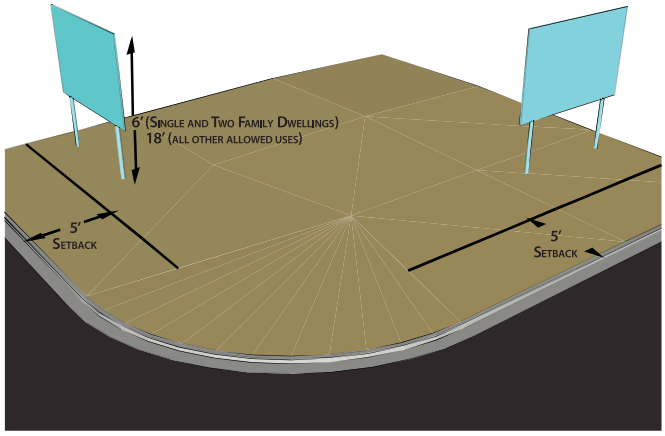


Table 15 – Penalties

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.

19.08

Commercial and Industrial Districts – Purpose and Development and Design Standards

Unified Development Code
Title 19

19.08

Commercial and Industrial Districts - Purpose and Development and Design Standards

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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. 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.

   b. 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.

   c. 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.

   d. 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 this Title; 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(H).

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 Regional Planning Coalition Regional Plant List 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 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

FIGURE 1 - STANDARD PLANTING REQUIREMENT

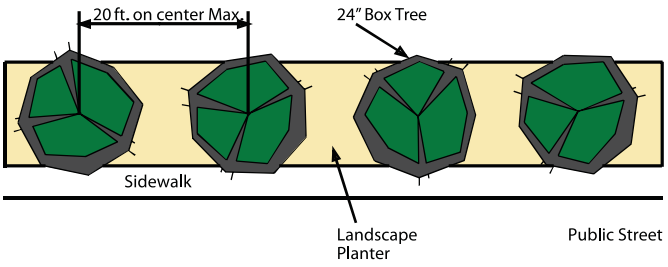
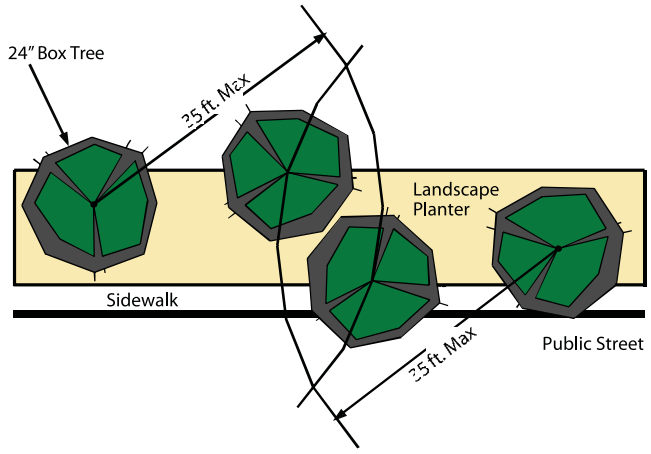
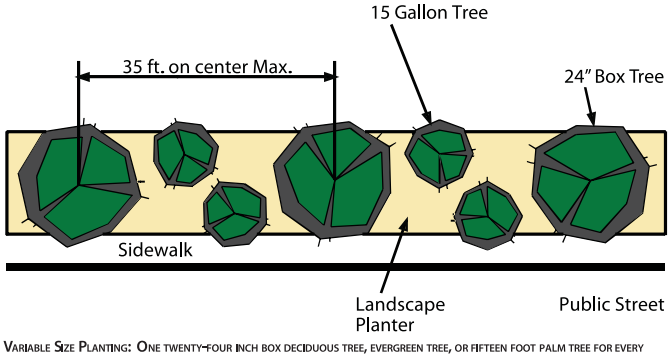


FIGURE 2 - STANDARD PLANTING REQUIREMENT ALTERNATIVE 1



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.

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 modif cation 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 commercial or industrial property.

2. Perimeter and Screen Walls

a. General. For commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes, shall be a minimum of six feet in height, and in no case shall exceed the height limitation applicable to the adjacent zoning district or property. In all other cases, 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 pilasters, 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. Chain link or open wire fencing (except as temporary construction fencing);

b. Razor wire or barbed 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 or multifamily residential 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 (see Figure 4)

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 nonresidential 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.

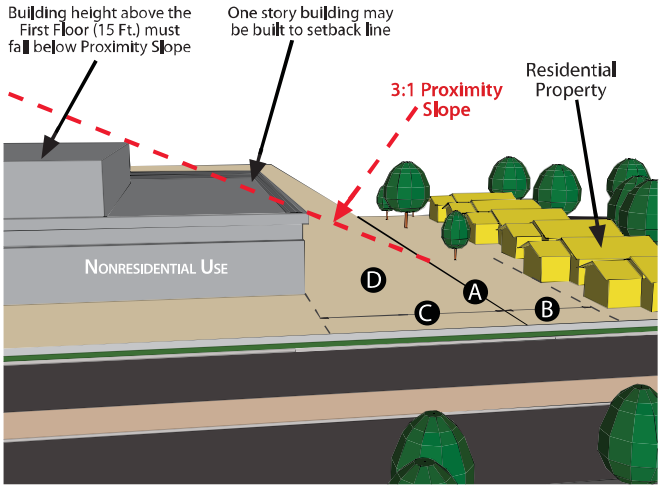
D) Skylights.

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.

FIGURE 4 - PROXIMITY SLOPE - 3:1 SLOPE REQUIREMENT



A REFERS TO THE RESIDENTIAL PROPERTY LINE
B REFERS TO THE RESIDENTIAL SETBACK
C REFERS TO THE COMMERCIAL SETBACK (MUST AT MINIMUM EQUAL THE RESIDENTIAL SETBACK)
D REFERS TO THE COMMERCIAL SETBACK AREA (MAY IN PART INCLUDE PARKING, DRIVE, ROAD, ALLEY OR EASEMENT)

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.

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

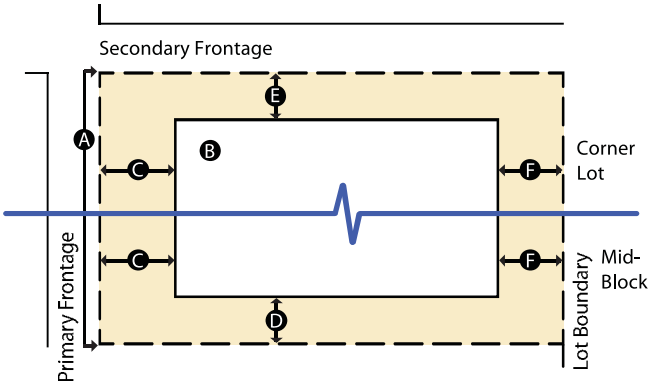
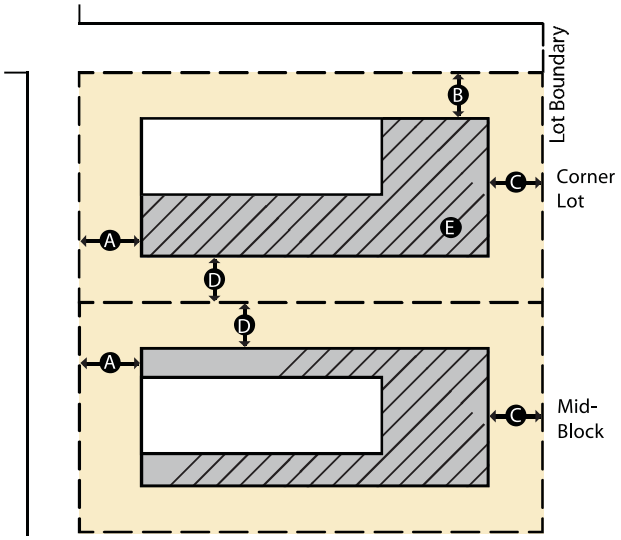


FIGURE 2 - ACCESSORY STRUCTURES

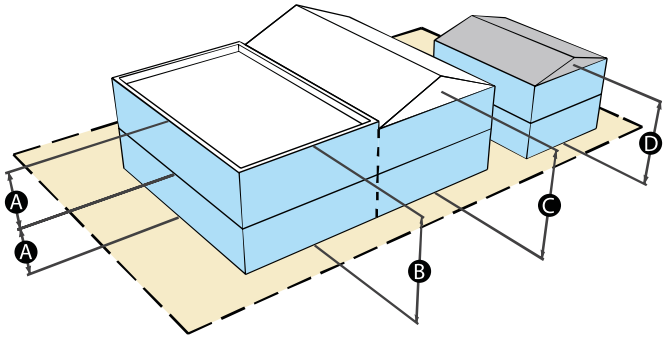


ACCESSORY STRUCTURES (see Figure 2)	TABLE 2
A. Minimum Front Yard Setback	20 feet
B. Minimum Corner Side Yard Setback	15 feet
C. Minimum Rear Yard Setback	8 feet
D. Minimum Side Yard Setback	5 feet
E. Size and Coverage	Not to exceed the aggregate floor area of the principal structure [1]

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
A. Stories	2 max
B. Flat Roof - Max. Height	35 feet measured to the top of the roof coping
C. Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D. 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 Ornament height above wall	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

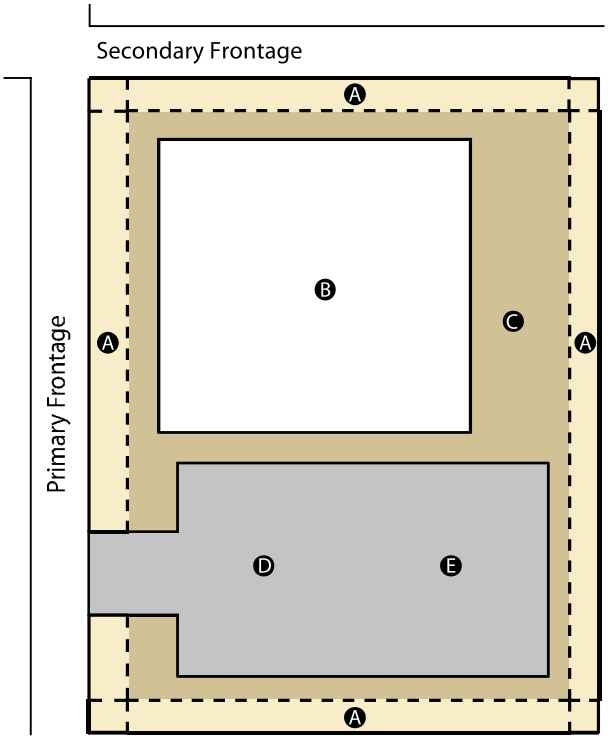


FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

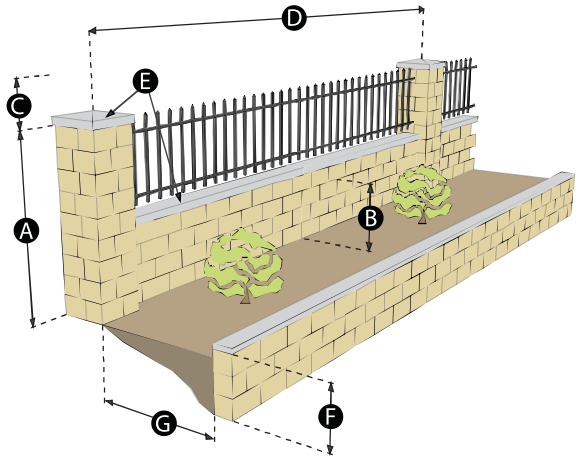
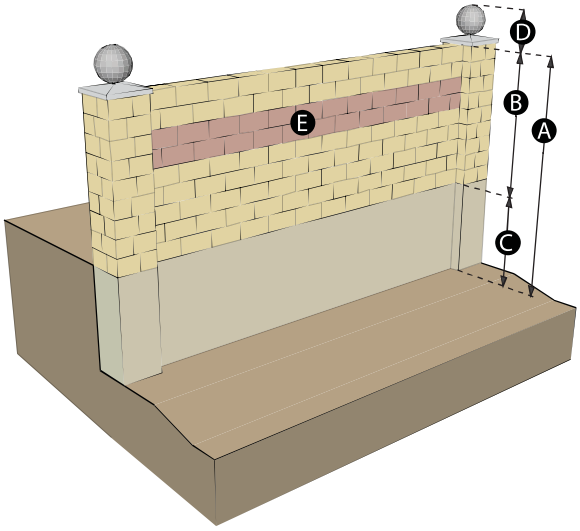
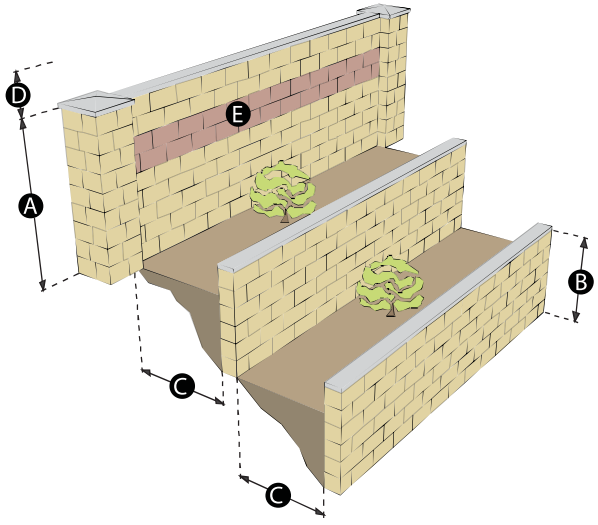


FIGURE 6 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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

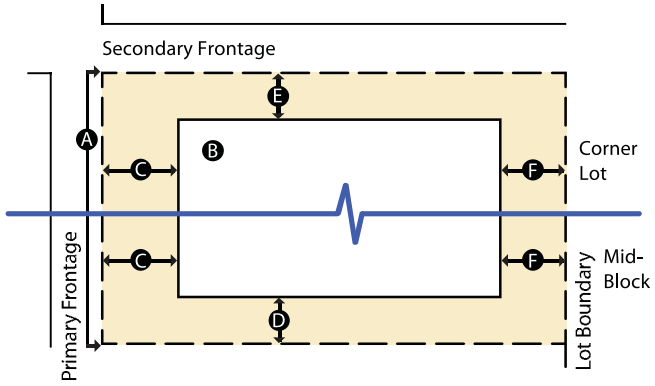


FIGURE 2 - ACCESSORY STRUCTURES

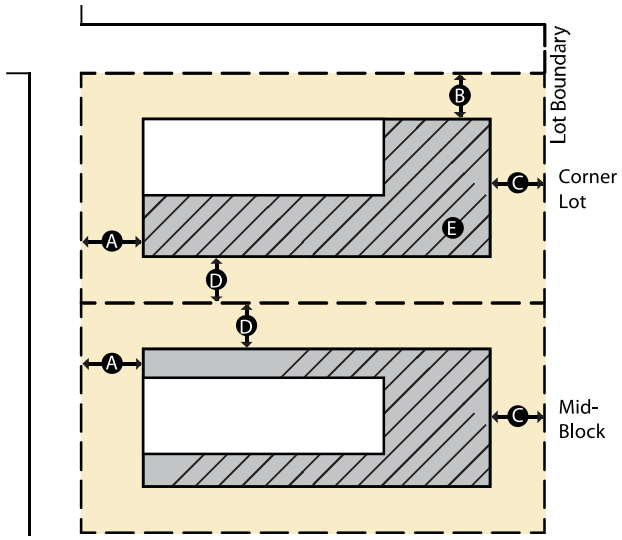
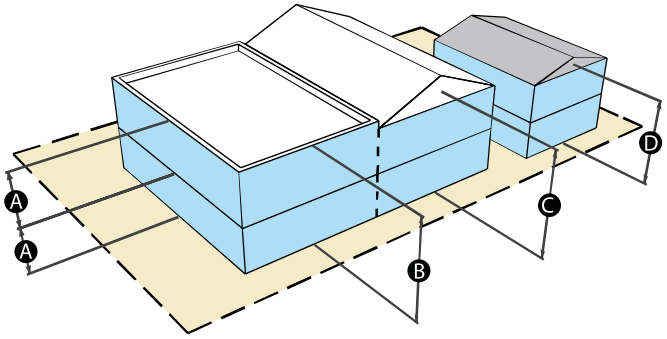


FIGURE 3 - BUILDING HEIGHT

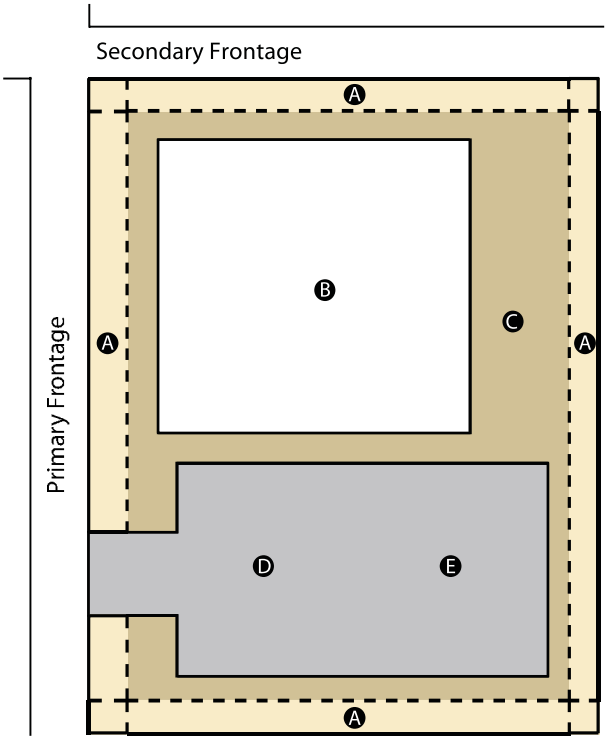


BUILDING HEIGHT [1] (see Figure 3)	TABLE 3
A. Stories	2 max
B. Flat Roof - Max. Height	35 feet measured to the top of the roof coping
C. Pitched Roof - Max. Height	35 feet measured to the midpoint between the eaves and ridgeline of a pitched roof
D. Accessory Bldg. - Stories	Not to exceed 2 stories, 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 Ornament height above wall	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 Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet

FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

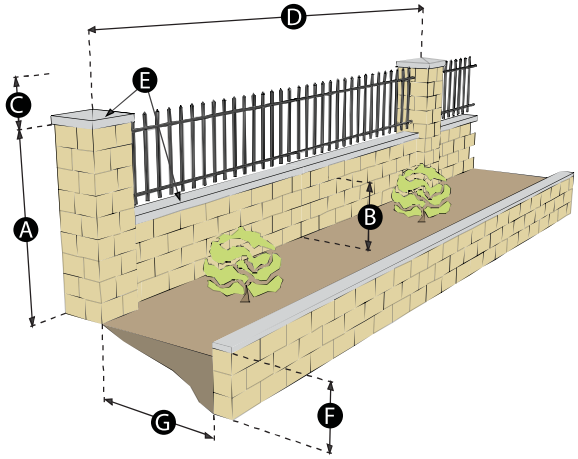
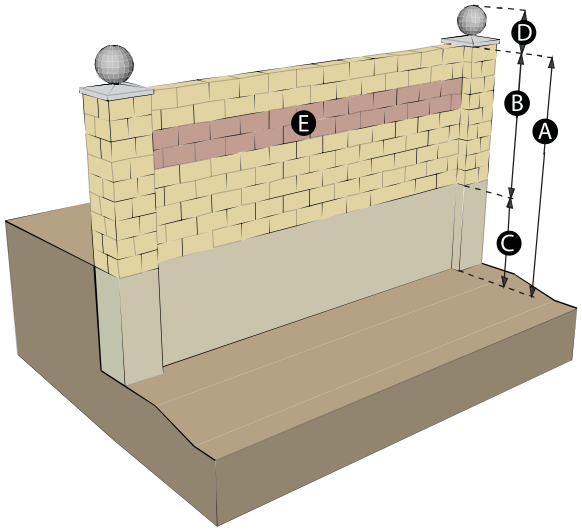
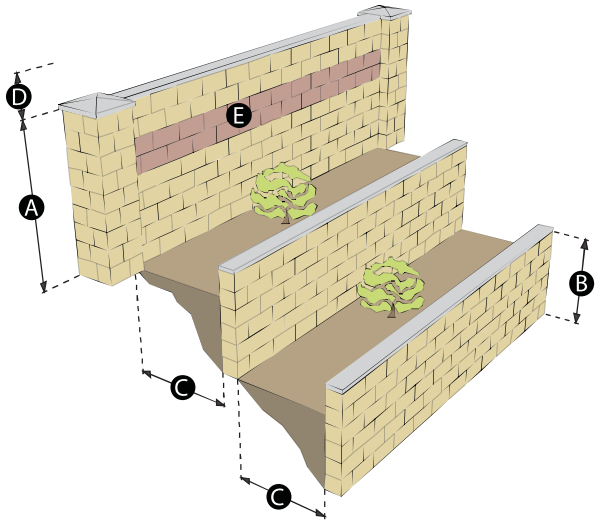


FIGURE 6 - RETAINING AND PERIMETER WALL



C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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).*

FIGURE 1 - BUILDING PLACEMENT

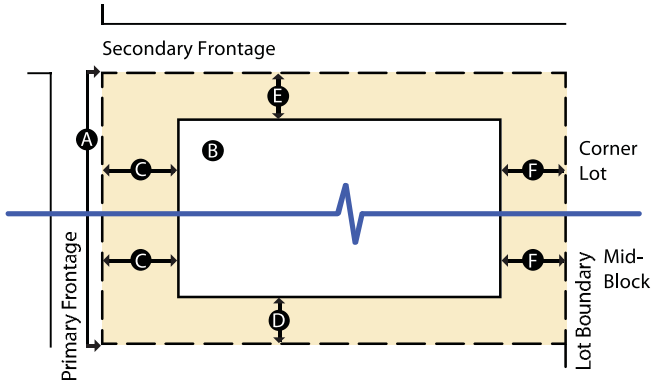
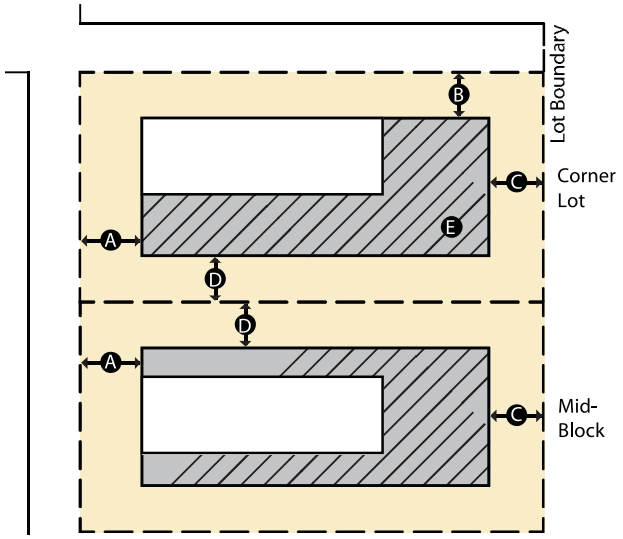


FIGURE 2 - ACCESSORY STRUCTURES

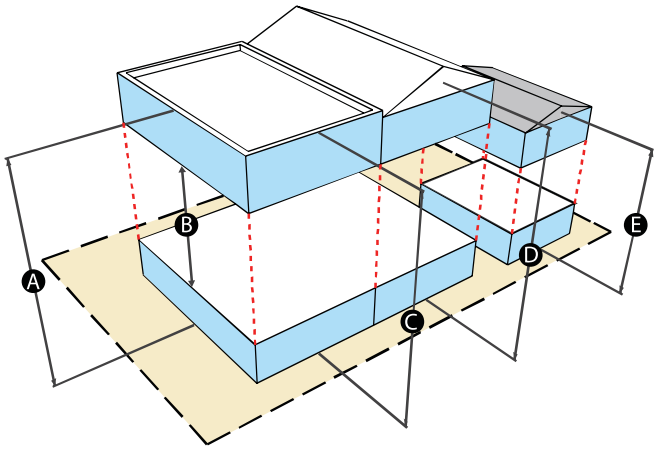


ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Minimum Front Yard Setback	20 feet
B.	Minimum Corner Side Yard Setback	15 feet
C.	Minimum Rear Yard Setback	8 feet
D.	Minimum Side Yard Setback	5 feet
E.	Size and Coverage	Not to exceed the aggregate floor area of the principal structure [1]

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
A.	Stories	NA [2]
B.	Floors	NA [2]
C.	Flat Roof - Max. Height	NA [2]
D.	Pitched Roof - Max. Height	NA [2]
E.	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 Ornament height above wall	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

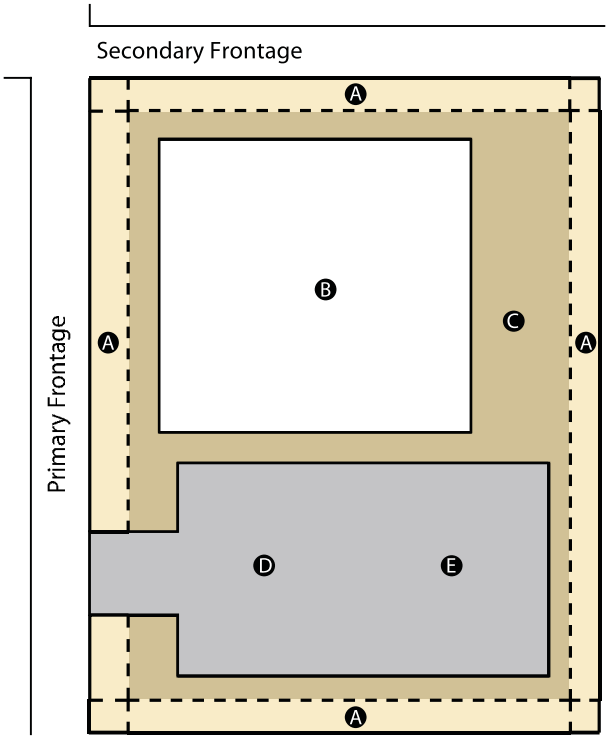


FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

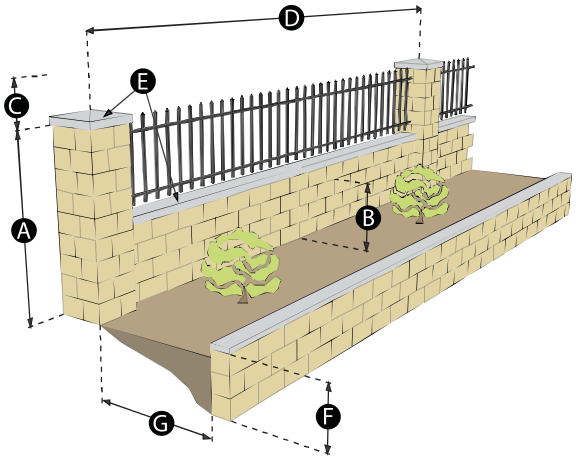
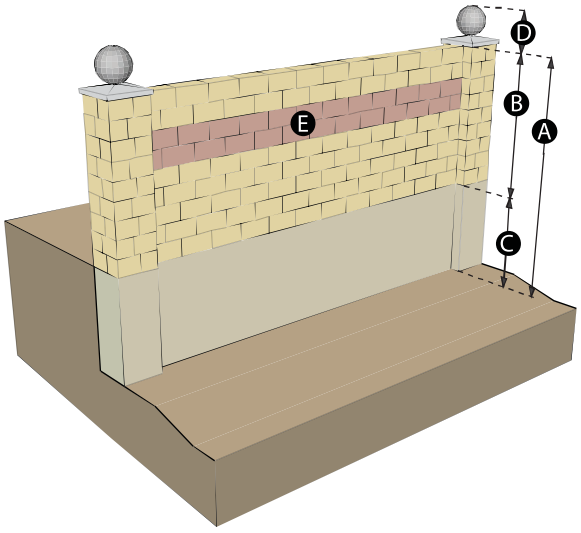
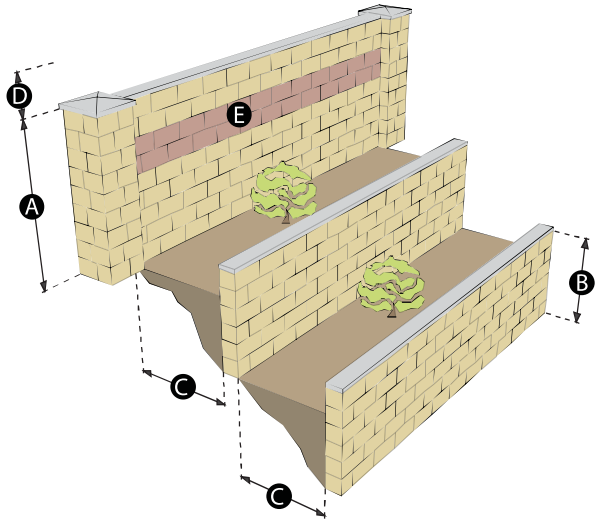


FIGURE 6 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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	10 feet
D.	Minimum Side Yard Setback	10 feet
E.	Minimum Corner Side Yard Setback	10 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).*

FIGURE 1 - BUILDING PLACEMENT

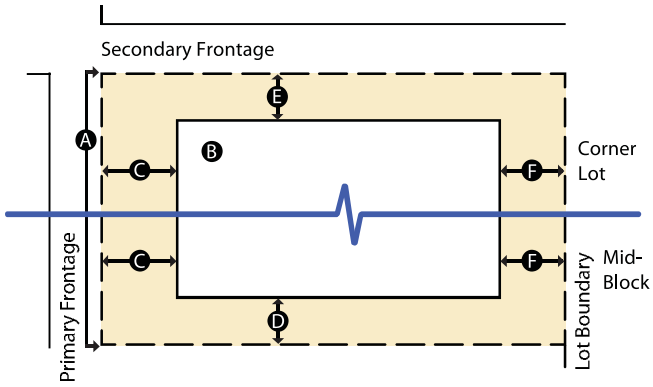
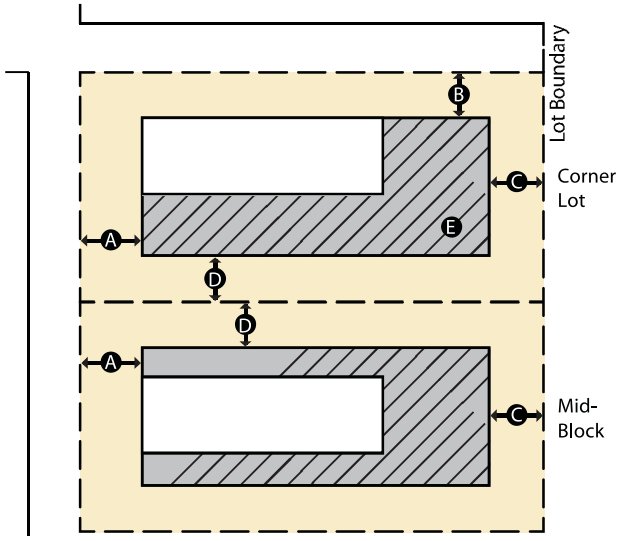


FIGURE 2 - ACCESSORY STRUCTURES

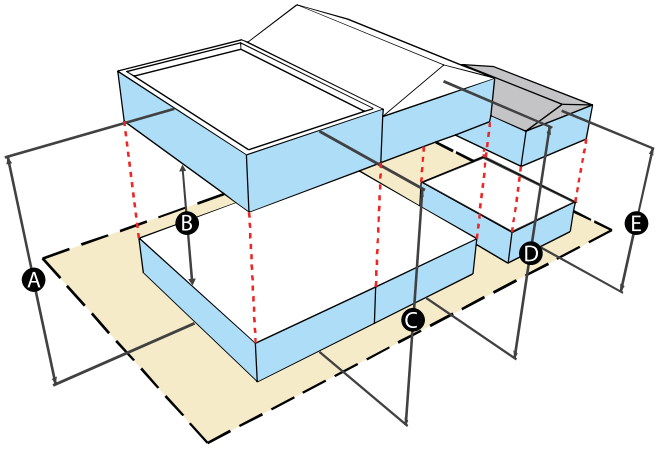


ACCESSORY STRUCTURES (see Figure 2)		TABLE 2
A.	Minimum Front Yard Setback	20 feet
B.	Minimum Corner Side Yard Setback	15 feet
C.	Minimum Rear Yard Setback	8 feet
D.	Minimum Side Yard Setback	5 feet
E.	Size and Coverage	Not to exceed the aggregate floor area of the principal structure [1]

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
A.	Stories	NA [2]
B.	Floors	NA [2]
C.	Flat Roof - Max. Height	NA [2]
D.	Pitched Roof - Max. Height	NA [2]
E.	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 Ornament height above wall	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

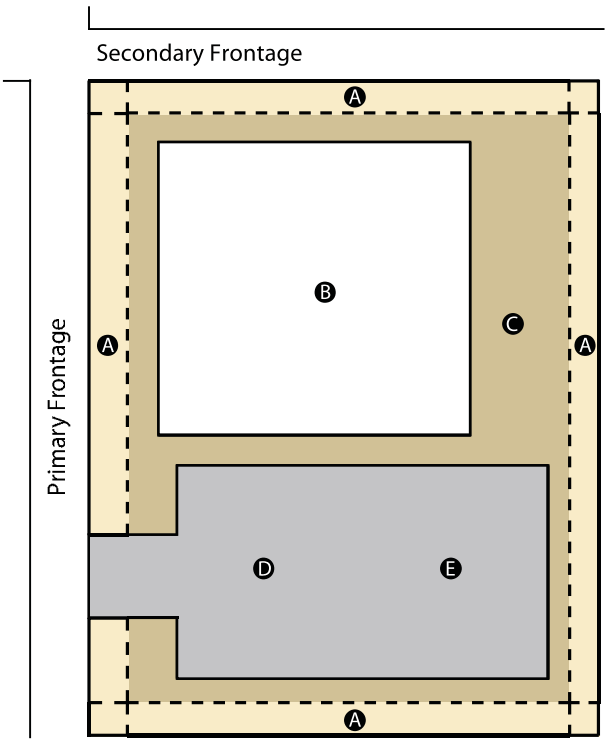


FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

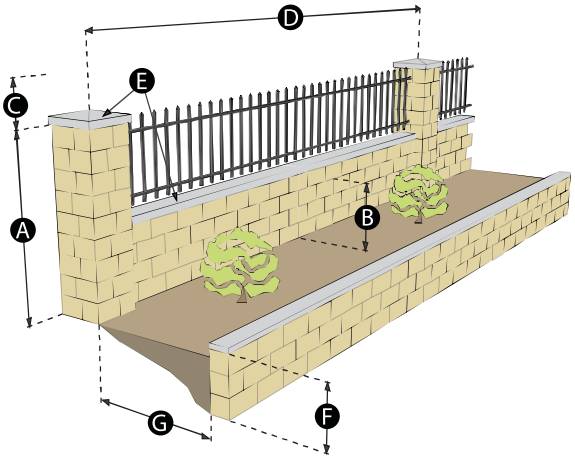
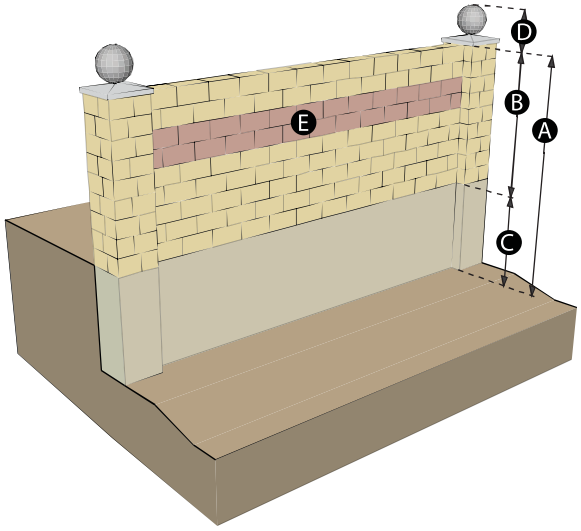
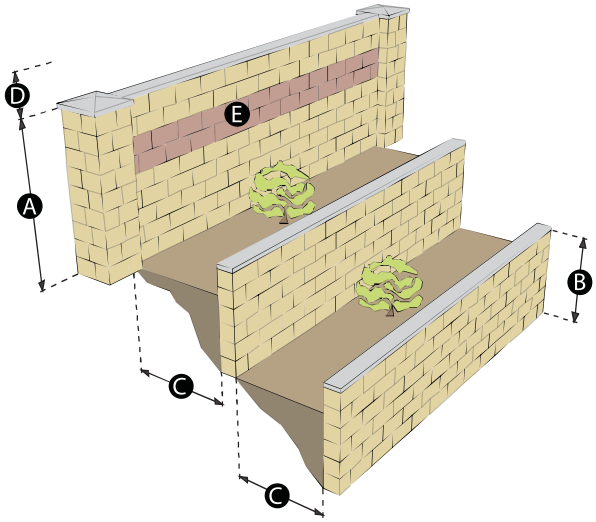


FIGURE 6 - RETAINING AND PERIMETER WALL



Perimeter and Retaining Walls (see Figure 6)	Table 7
Perimeter and Retaining Walls with Slope ≤ 2%	
A. Maximum Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

19.08.085

C-PB PLANNED BUSINESS PARK DISTRICT

The C-PB District allows industrial uses, including light manufacturing, assembling and processing, warehousing and distribution, research, development and testing laboratories; medical related uses and ancillary commercial uses in an Industrial Office Park setting; and mixed-use developments. The C-PB 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

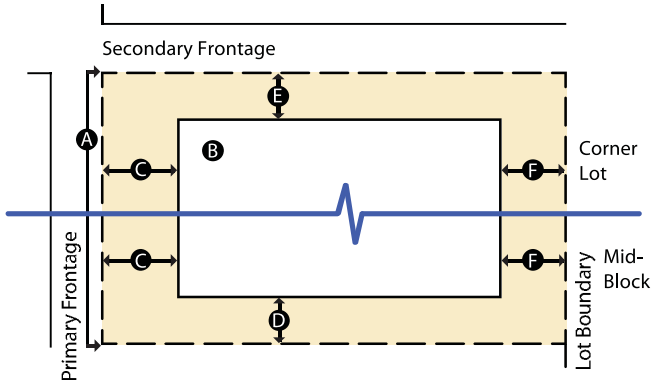


FIGURE 2 - ACCESSORY STRUCTURES

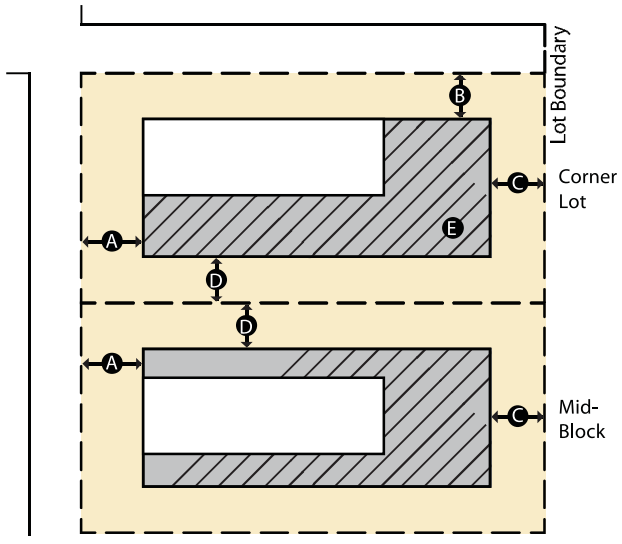


FIGURE 3 - BUILDING HEIGHT

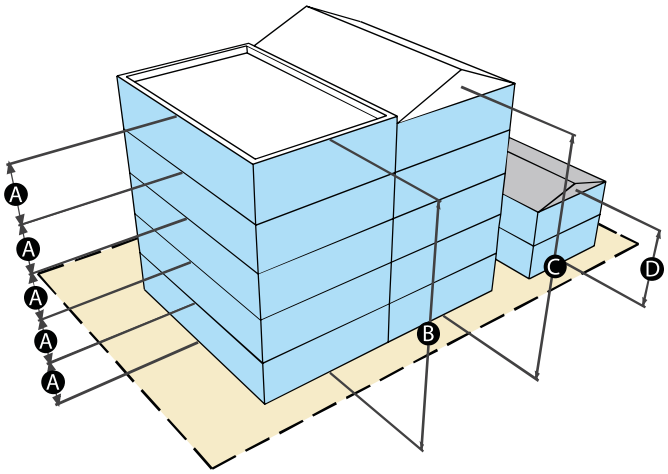
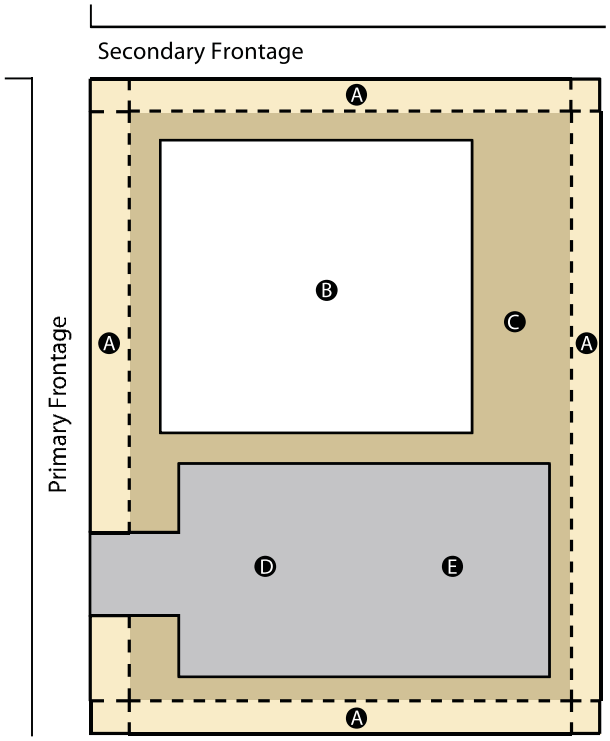


FIGURE 4 - LANDSCAPE BUFFER AND TURF LIMITATIONS



BUILDING HEIGHT [1] (see Figure 3)	TABLE 3
A. Stories	5 max [2, 3]
B. Flat Roof - Max. Height	85 feet measured to the top of the roof coping [2, 3]
C. Pitched Roof - Max. Height	85 feet measured to the midpoint between the eaves and ridgeline of a pitched roof [2, 3]
D. 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 of land located within a C-PB Zoning District that is contiguous to, or within two hundred feet of, a freeway or expressway, the maximum building height shall be six stories or one hundred feet, whichever is less.*
3. *Notwithstanding the above, in the case of permitted commercial and retail uses, the maximum building height shall be two stories or thirty-five feet, whichever is less.*

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).*

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 Ornament height above wall	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 Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	6 feet

FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

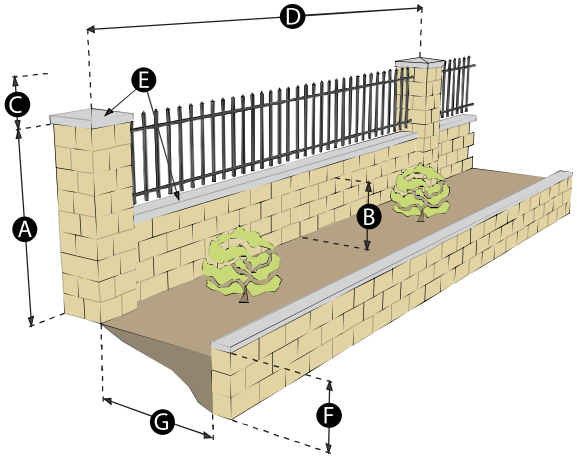
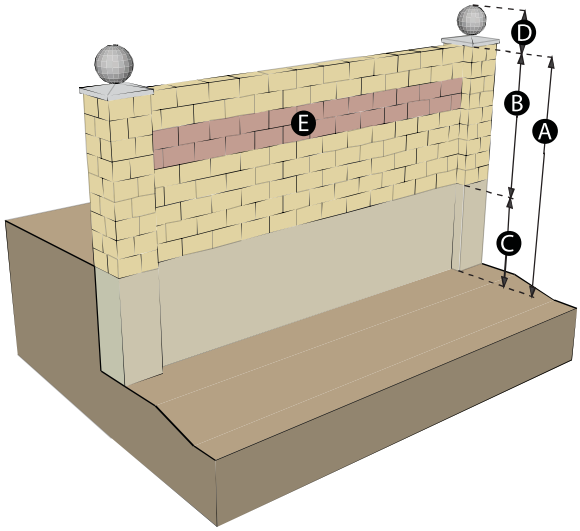
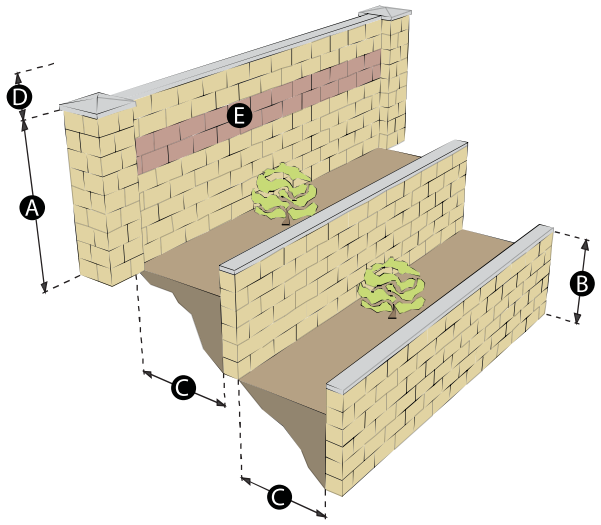


FIGURE 6 - RETAINING AND PERIMETER WALL



D. Maximum Ornament Height above wall	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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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

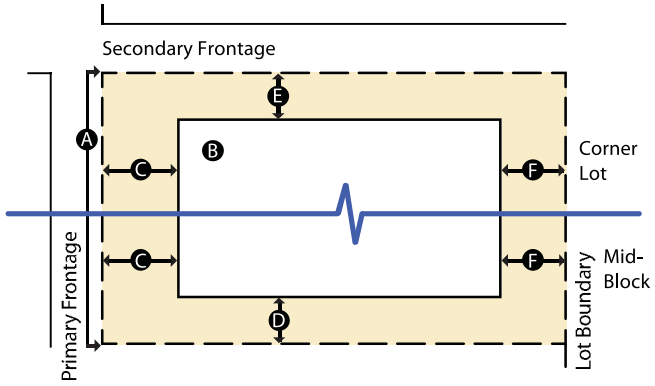


FIGURE 2 - ACCESSORY STRUCTURES

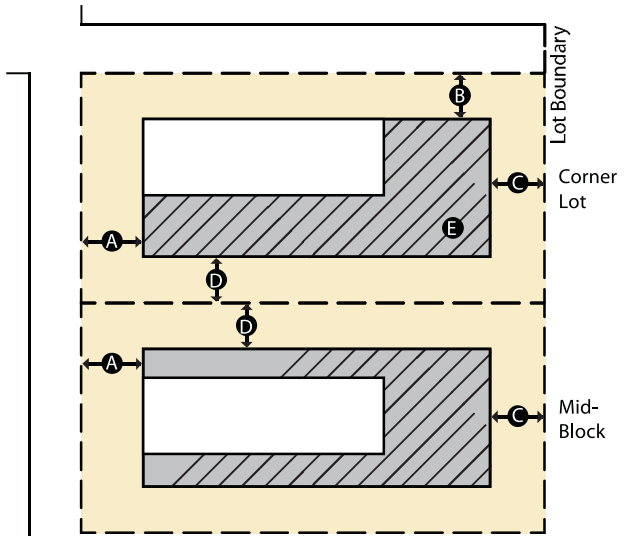
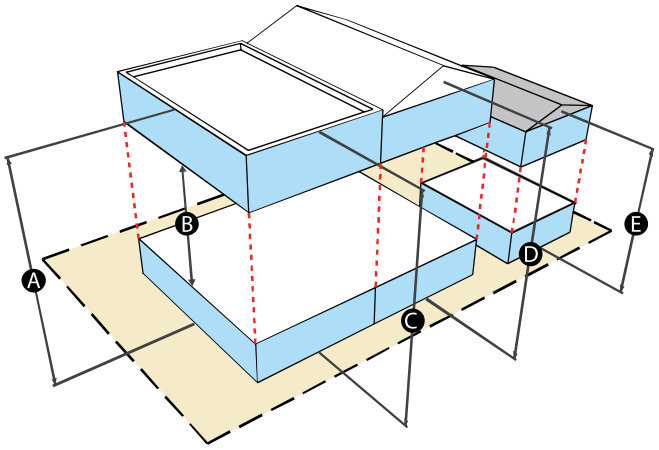


FIGURE 3 - BUILDING HEIGHT

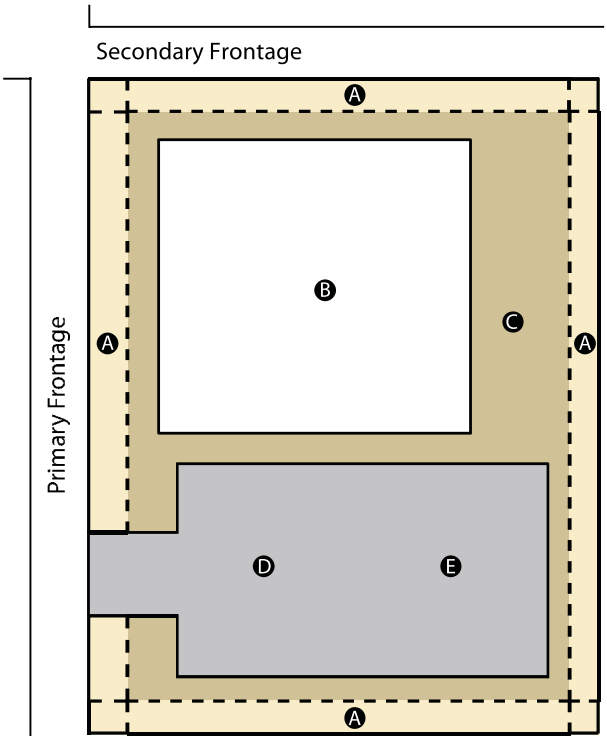


BUILDING HEIGHT [1] (see Figure 3)		TABLE 3
A.	Stories	NA
B.	Floors	NA
C.	Flat Roof - Max. Height	NA
D.	Pitched Roof - Max. Height	NA
E.	Accessory Bldg. - Stories	Not to exceed the height of the principal structure

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 Ornament height above wall	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 Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet

FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

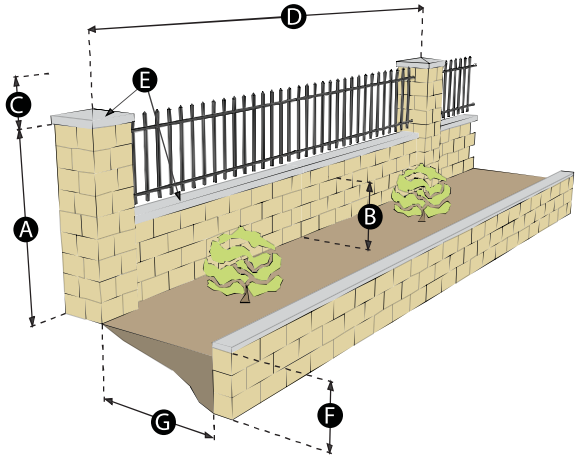


FIGURE 6 - RETAINING AND PERIMETER WALL

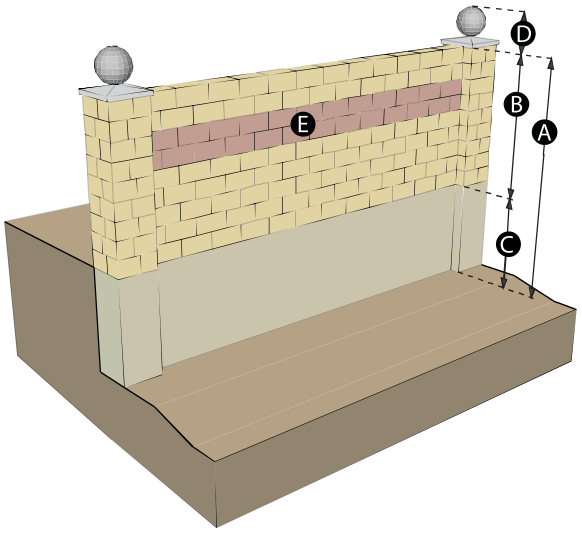
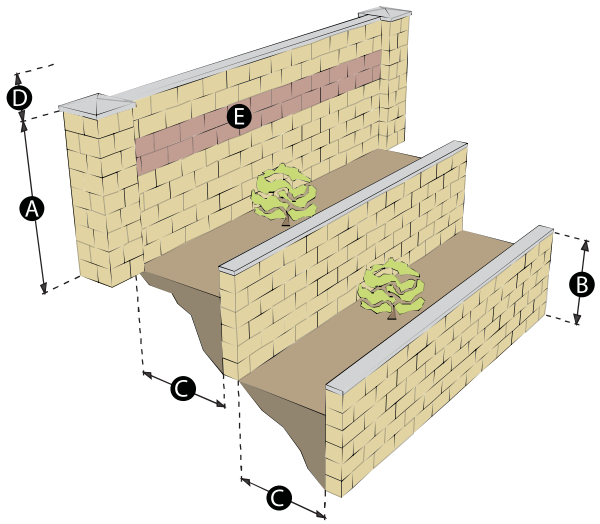


FIGURE 7 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%

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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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

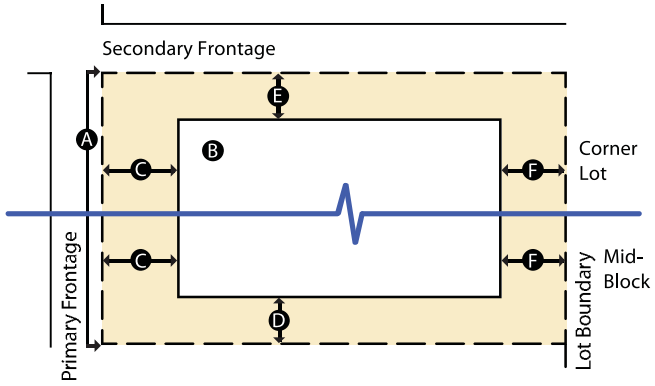


FIGURE 2 - ACCESSORY STRUCTURES

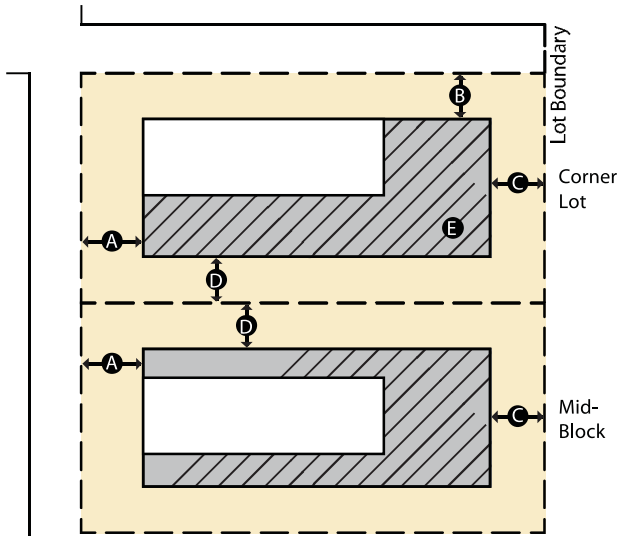
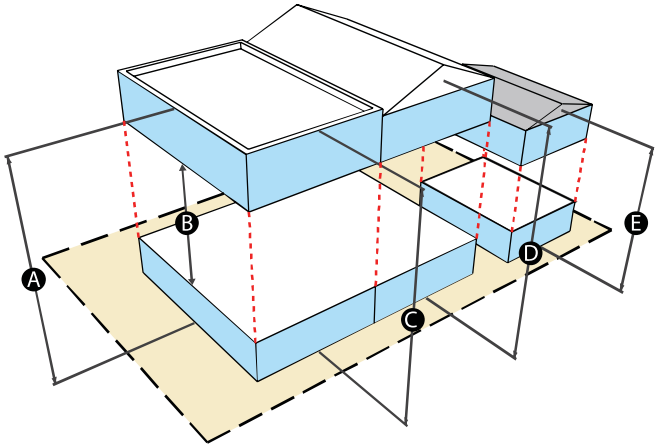


FIGURE 3 - BUILDING HEIGHT

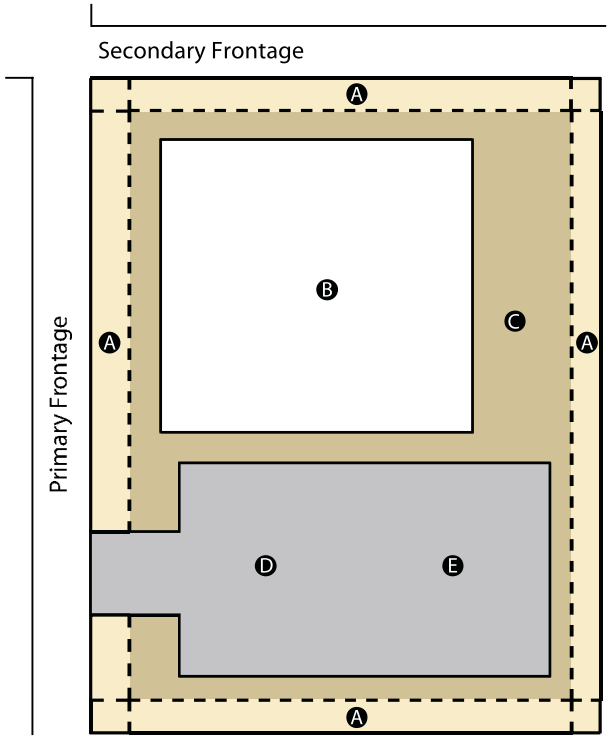


BUILDING HEIGHT [1] (see Figure 3)		TABLE 3
A.	Stories	NA
B.	Floors	NA
C.	Flat Roof - Max. Height	NA
D.	Pitched Roof - Max. Height	NA
E.	Accessory Bldg. - Stories	Not to exceed the height of the principal structure

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 Ornament height above wall	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 Wall Height	10 feet
B. Maximum Perimeter Wall Height	6 - 8 feet
C. Maximum Retaining Wall Height	4 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%
Perimeter and Retaining Walls with Slope > 2%	
A. Maximum Wall Height	12 feet
B. Maximum Perimeter Wall Height	6 - 8 feet

FIGURE 5 - FRONT YARD WALL/FENCE WITH STANDARD STEPBACK

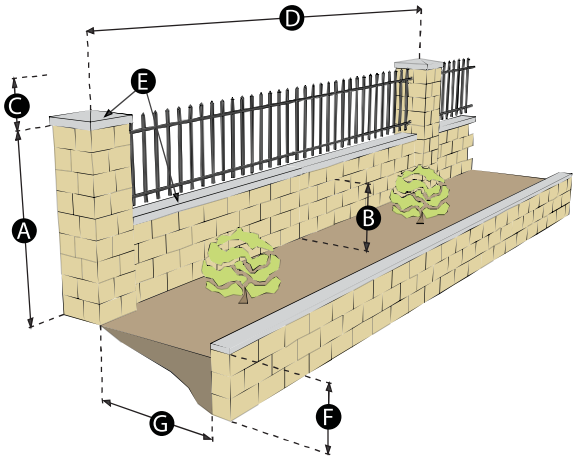


FIGURE 6 - RETAINING AND PERIMETER WALL

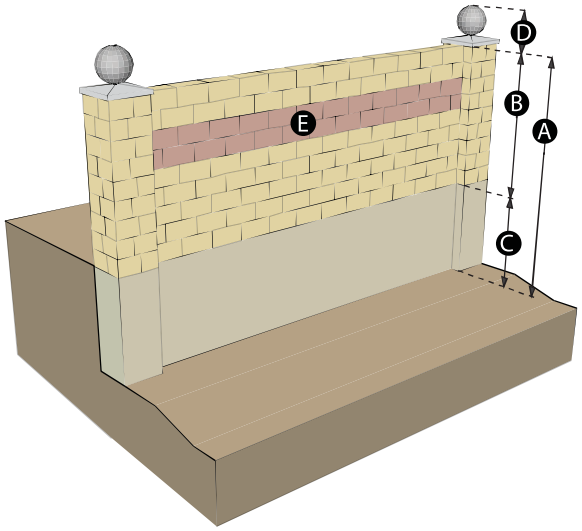
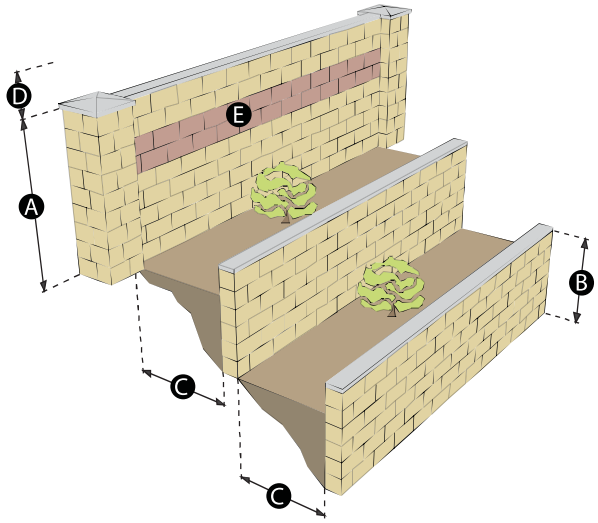


FIGURE 7 - RETAINING AND PERIMETER WALL STANDARD STEPBACK



C. Maximum Retaining Wall Height	6 feet
D. Maximum Ornament Height above wall	18 inches
E. Contrasting Material	20%

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	5 feet
D. Maximum Ornament Height	18 inches
E. Contrasting Material	20%

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 described in LVMC 19.18.030(D)(4). 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 meet applicable Clark County Department of Air Quality and Environmental Management regulations for "Unpaved Parking Lots and Storage Areas" to prevent fugitive dust.

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:

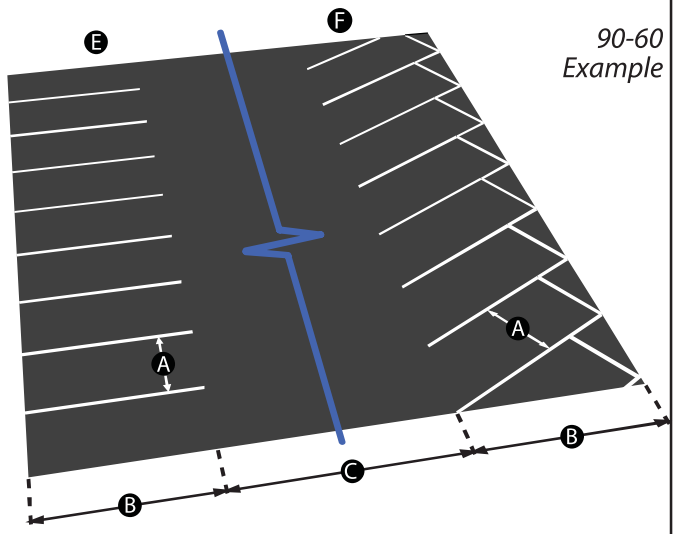
   a. All parking areas shall provide suitable maneuvering room so that all vehicles may enter an abutting street in a forward direction. The backing of a motor vehicle onto a public street from a parking area shall be prohibited, except for the following:

      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

FIGURE 1 - ANGLE PARKING DIMENSIONS



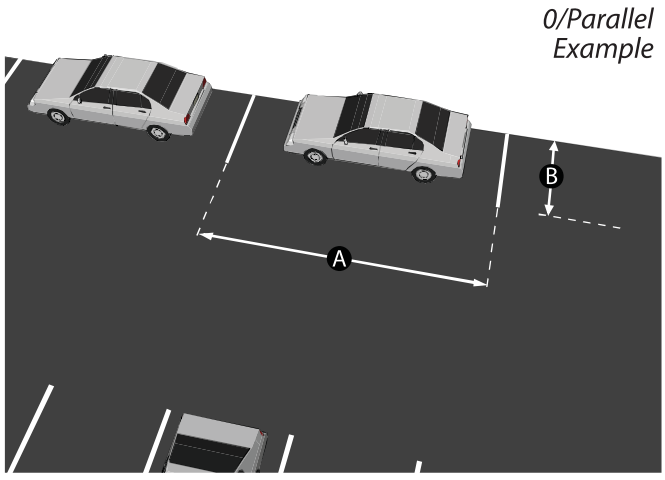
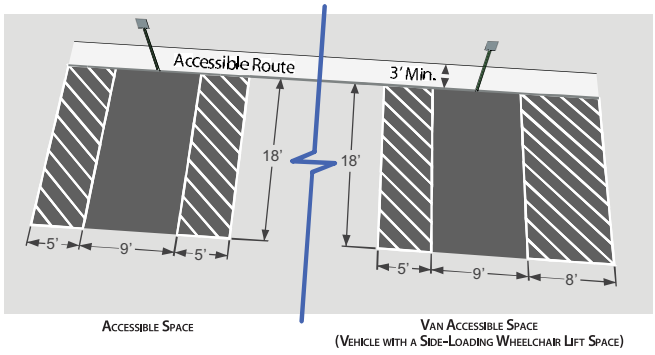


FIGURE 2 - HANDICAPPED PARKING DIMENSIONS



location to facilitate use of the parking facility.

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. Handicapped parking spaces designed to accommodate the side loading of a wheelchair or other mobility assistance space shall be at least nine feet wide and shall have two adjacent access aisles (one aisle shall have a minimum of eight feet in width and the other shall be a minimum of five feet in width) as 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 the total number of spaces shall be designated

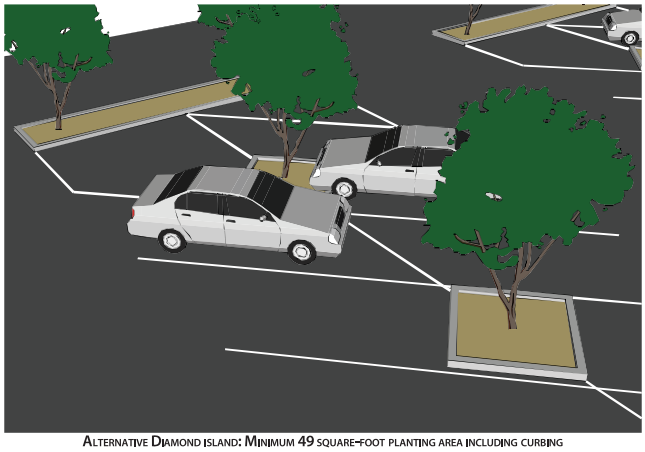
FIGURE 3 - STANDARD LANDSCAPE ISLAND

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

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 buf er 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 f ve-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 (12) 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 modif cation 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-f nding; 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 19.04.150, 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

FIGURE 1 - DECORATIONS

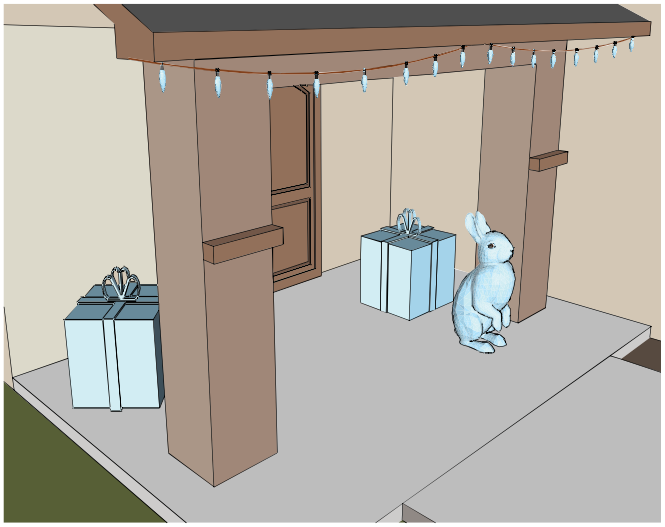
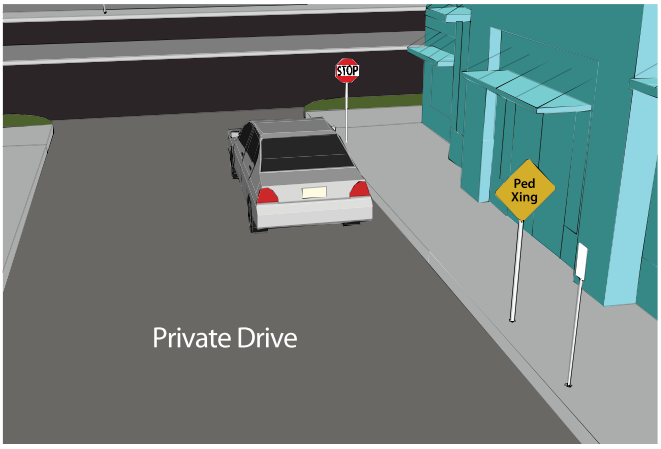


FIGURE 2 - TRAFFIC CONTROL SIGNS ON PRIVATE PROPERTY



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)

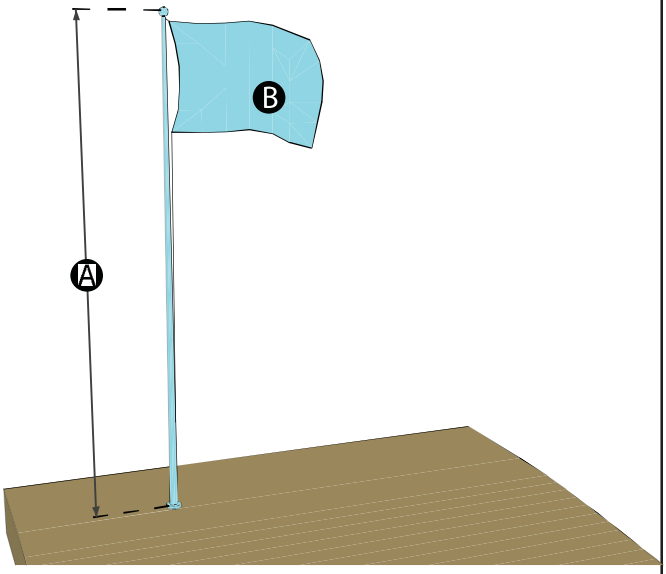
Official flags of private corporations or other private entities are permitted at the location of the main headquarters, corporate offices or branch office of the subject entity provided that:

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



Garage or Yard Sale Signs
19.08.120(F)(5)

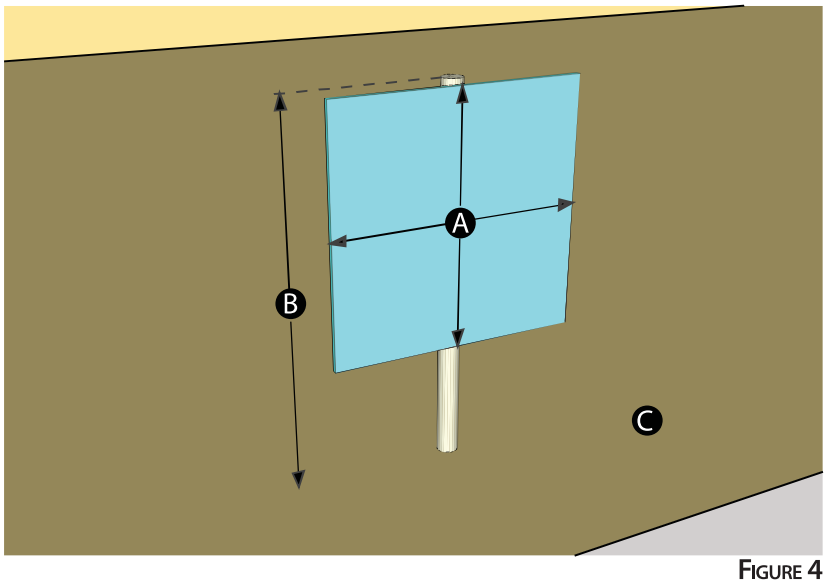


FIGURE 4

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-PB, 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

Incidental Signs (Attached and Freestanding)

19.08.120(F)(6)

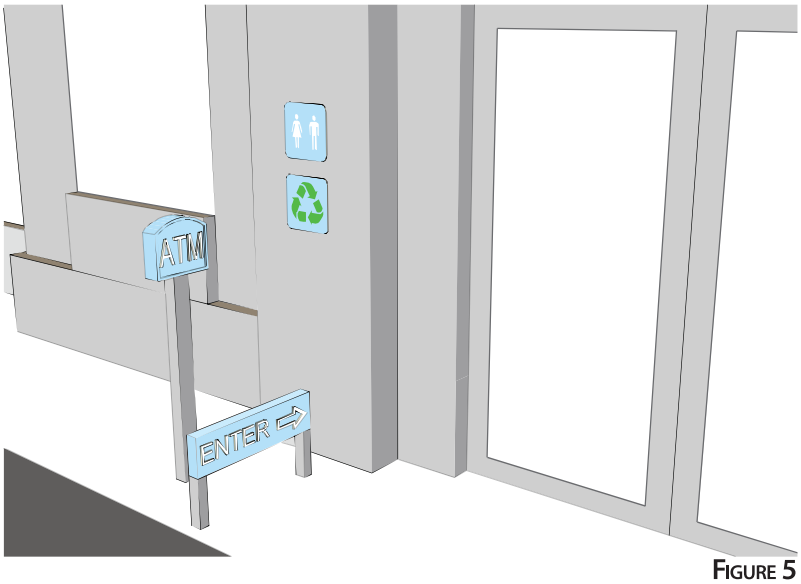


FIGURE 5

Table 2. Incidental Sign Standards in Commercial and Industrial Districts (see Figure 5)

Standard	P-O, O, C-1, C-PB, 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)

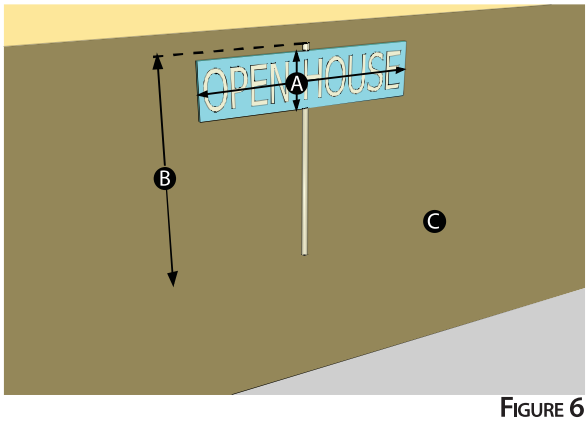


FIGURE 6

Table 3. Open House Sign Standards in Commercial and Industrial Districts (see Figure 6)

Standard	P-O, O, C-1, C-2, C-PB, 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

Project Flags
19.08.120(F)(8)

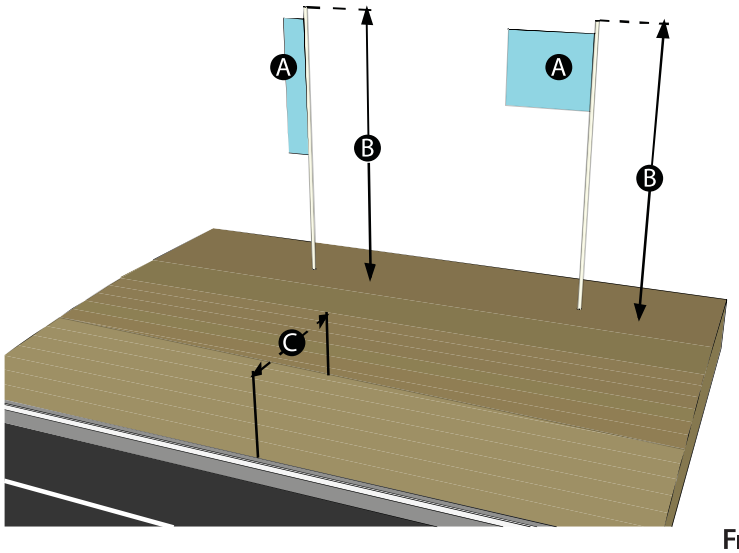


FIGURE 7

Table 4. Project Flag Standards in Commercial and Industrial Districts (see Figure 7)

Standard	P-O, O, C-1, C-2, C-PB, C-M and M
Project Flag Signs	Project f ags are decorative f ags 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 Number	25 f ags per development that is 10 acres in area or less, plus one additional flag for each additional one-half acre in area
Maximum Area (see Ⓐ in Figure 7)	24 square feet per flag
Maximum Height (see Ⓑ in Figure 7)	24 feet
Location (see Ⓒ in Figure 7)	5 feet to all property lines
Illumination Permitted	No
Certificate Required	No

Illustrations & Graphics

House of Worship Directional Signs
19.08.120(F)(9)

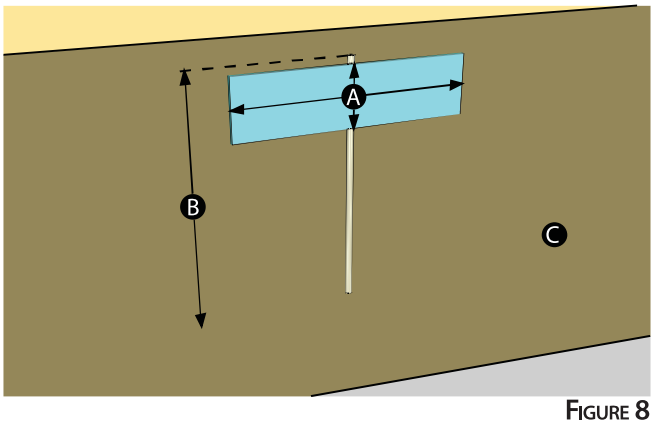


FIGURE 8

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-PB, 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

Community Interior Directional Signs
19.08.120(F)(10)

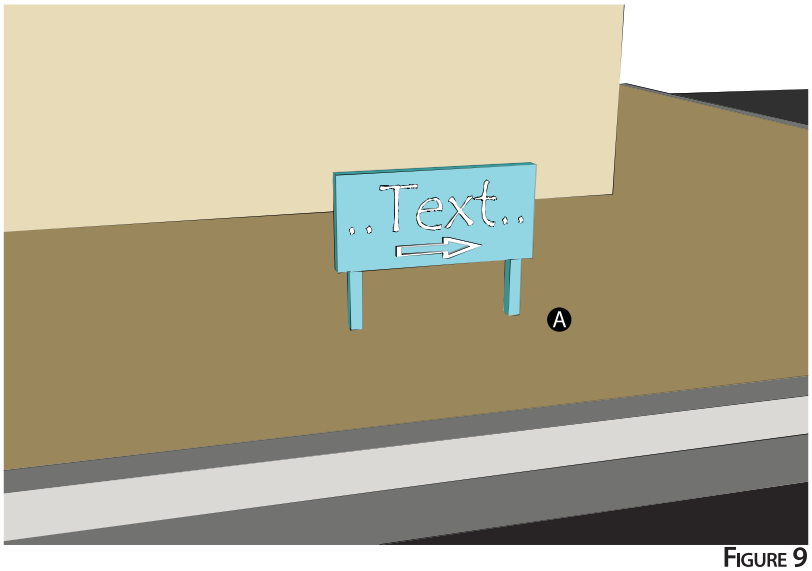


FIGURE 9

Table 6. Community Interior Directional Sign Standards in Commercial and Industrial Districts (see Figure 9)

Standard	P-O, O, C-1, C-2, C-PB, 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

Development Entry Statement Signs
19.08.120(F)(11)

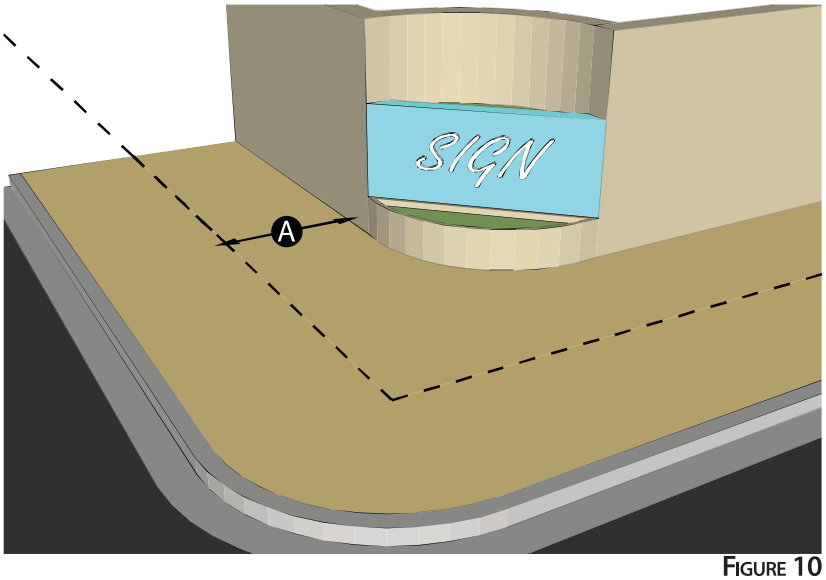


FIGURE 10

Table 7. Development Entry Statement Sign Standards in Commercial and Industrial Districts (see Figure 10)

Standard	P-O, O, C-1, C-2, C-PB, 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

Building Markers
19.08.120(F)(12)

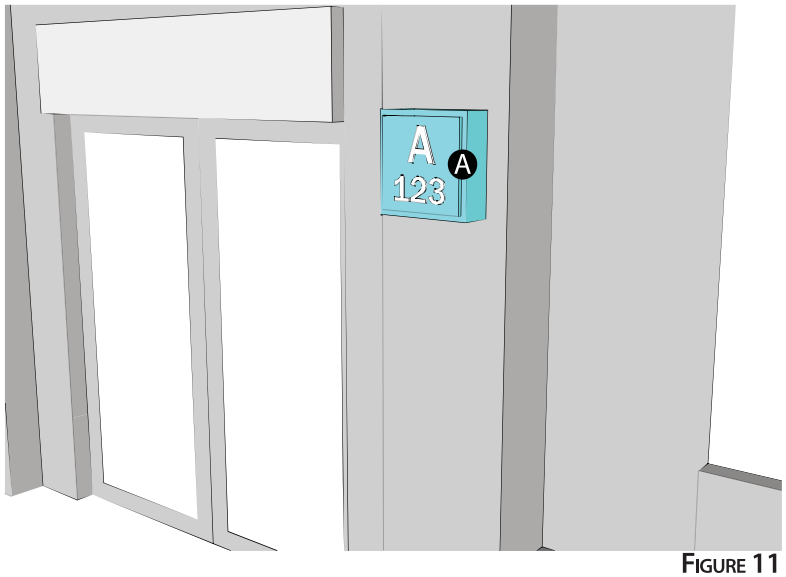


FIGURE 11

Table 8. Building Marker Standards in Commercial and Industrial Districts (see Figure 11)

Standard	P-O, O, C-1, C-2, C-PB, 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

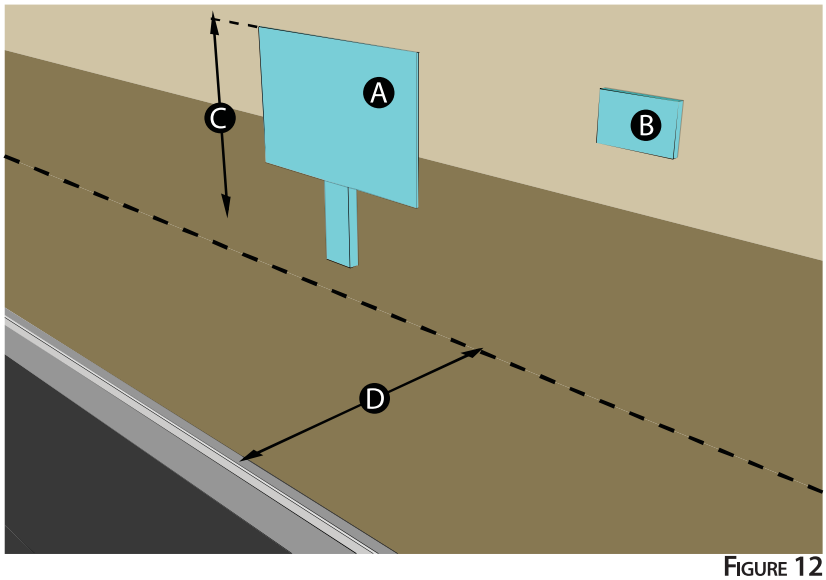


FIGURE 12

Table 9. Directory Sign Standards in Commercial and Industrial Districts (see Figure 12)

Standard	P-O, O, C-1, C-2, C-PB, 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

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 , O and C-PB	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

FIGURE 14

Table 11. Awning Sign Standards in Commercial and Industrial Districts (see Figure 14)

Standard	P-O , O and C-PB	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

Freestanding Signs
19.08.120(F)(16)

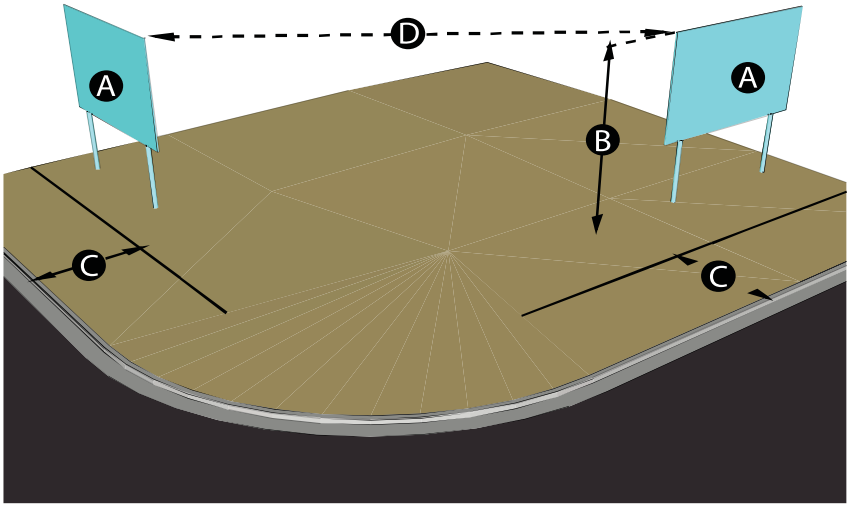


FIGURE 15

Table 12. Freestanding Sign Standards in Commercial and Industrial Districts (see Figure 15)

Standard	P-O	O and C-PB
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 freestanding signs is permitted except on a sign 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 freestanding signs is permitted except on a sign 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 freestanding signs is permitted except on a sign 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

Monument Signs
19.08.120(F)(17)

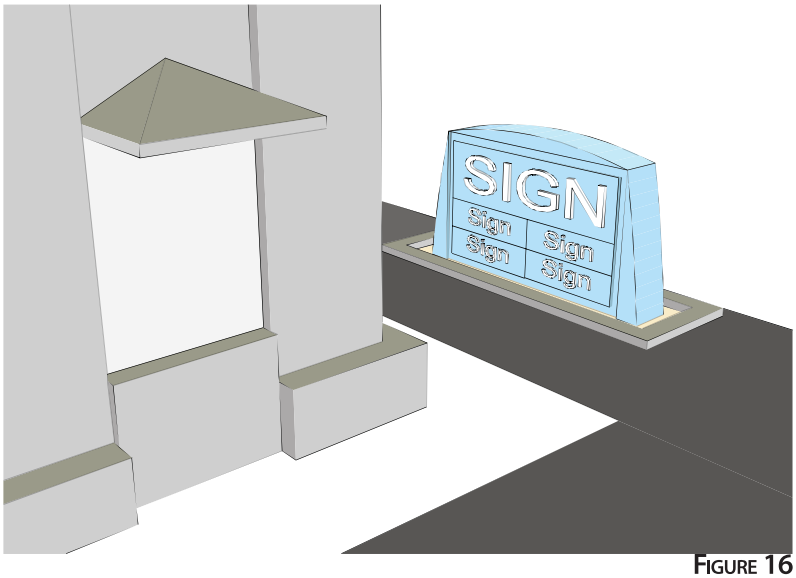


FIGURE 16

Table 13. Monument Sign Standards in Commercial and Industrial Districts (see Figure 16)

Standard	P-O and O	C-1, C-2, C-PB, 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

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

FIGURE 18

Table 15. Wall Sign Standards in Commercial and Industrial Districts (see Figure 18)

Standard	P-O , O and C-PB
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

Canopy Signs
19.08.120(F)(20)

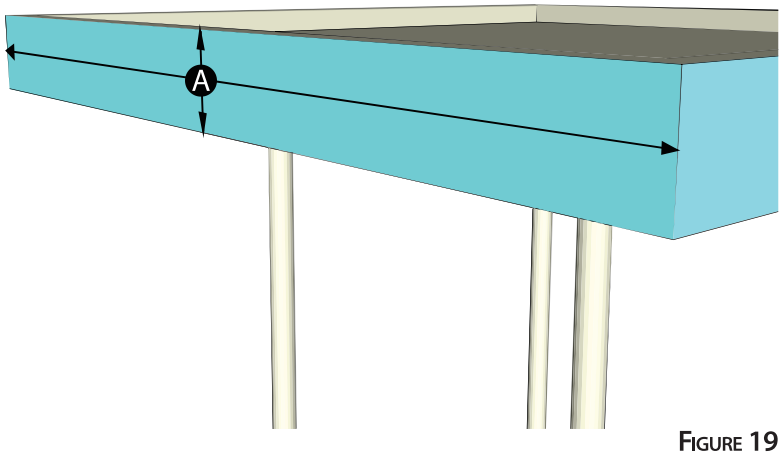


FIGURE 19

Table 16. Canopy Sign Standards in Commercial and Industrial Districts (see Figure 19)

Standard	C-PB	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 (see Ⓐ in Figure 19)	25% of the area of the face of the canopy	25% of the area of the face of the canopy
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 and external illumination, animated and electronic message units are permitted
Certificate Required	Yes	Yes

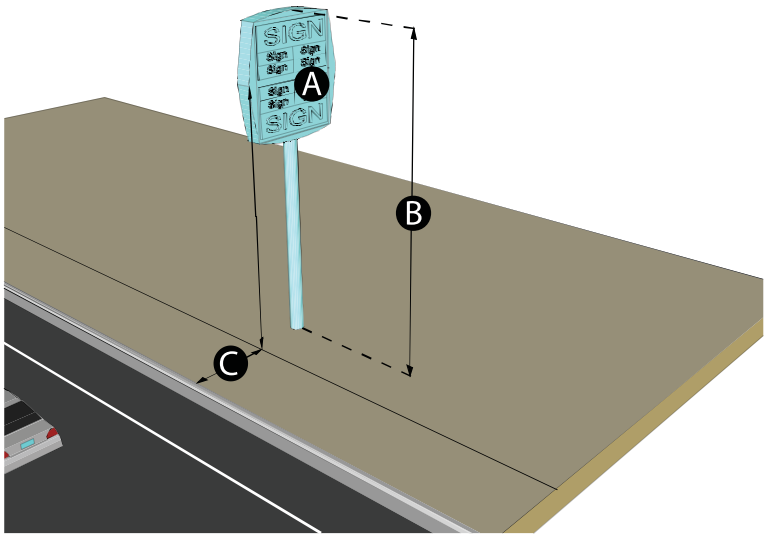


FIGURE 20

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, measured from the leading edge of the sign
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

Marquee Signs
19.08.120(F)(22)

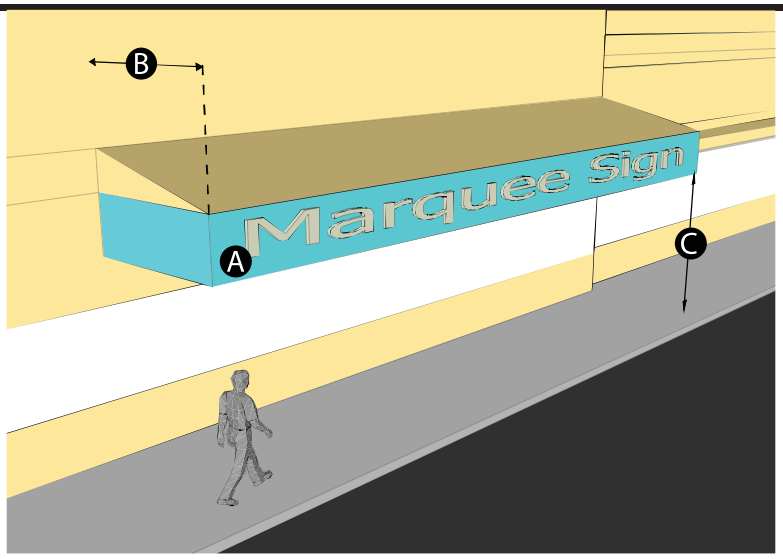


FIGURE 21

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

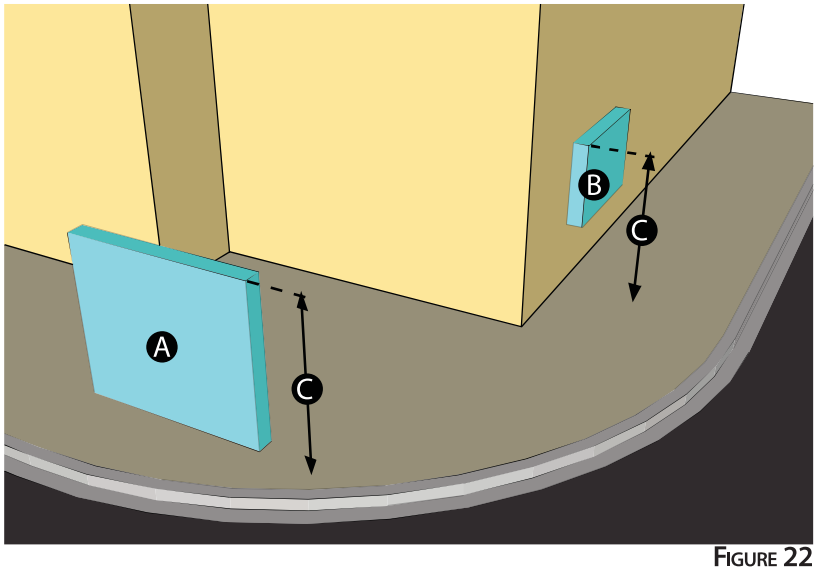


FIGURE 22

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

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

Roof Signs
19.08.120(F)(25)

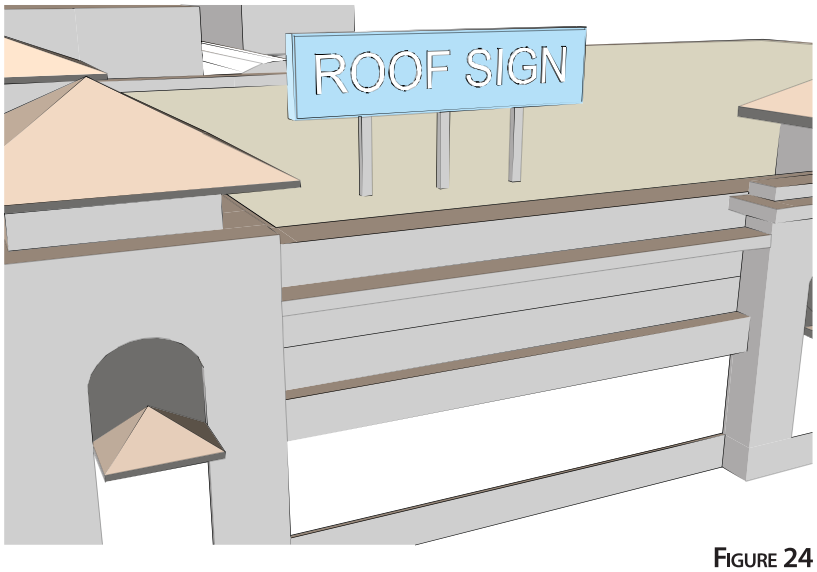


FIGURE 24

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 commercial and industrial 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

FIGURE 25 - SPECIAL EVENT SIGNS

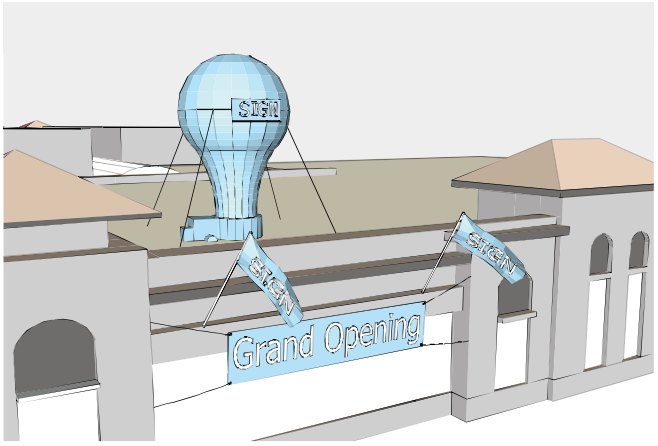


FIGURE 27 - POLITICAL SIGNS

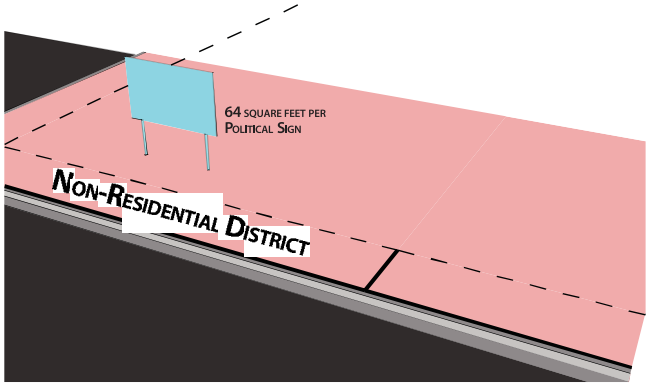


FIGURE 27 - CONSTRUCTION SIGNS

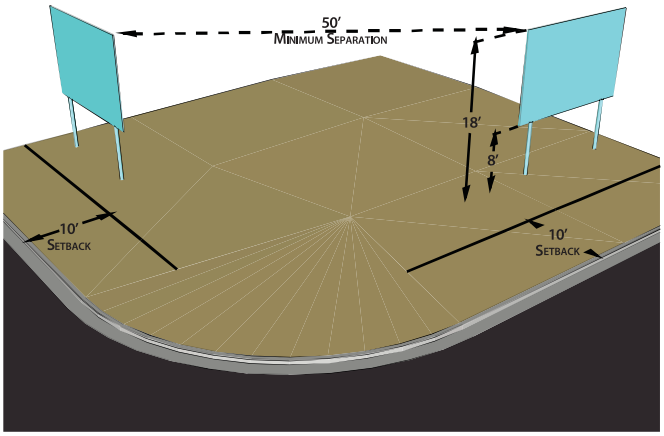
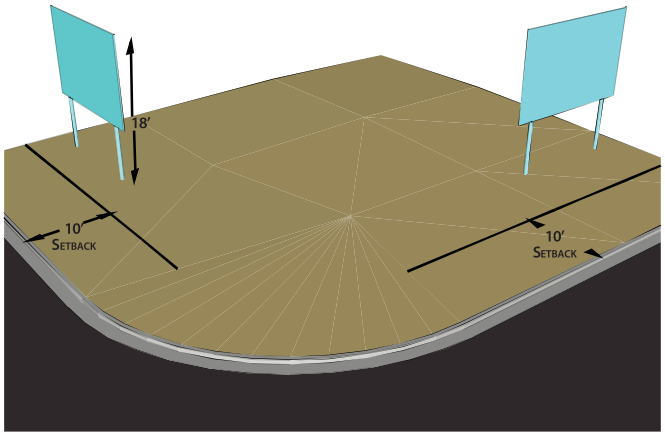


FIGURE 28 - REAL ESTATE SIGNS ADVERTISING COMMERCIAL PROPERTY



in excess of 32 square feet require a sign 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 nonresidential 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.

19.10

Special Area and Overlay Districts – Purpose and Development and Design Standards

Unified Development Code
Title 19

19.10

Special Area and Overlay Districts - Purpose and Development and Design Standards

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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.

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. 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 Subsection (D) of this Subchapter 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 Subsection (D) of this Subchapter as requiring a Special Use Permit.

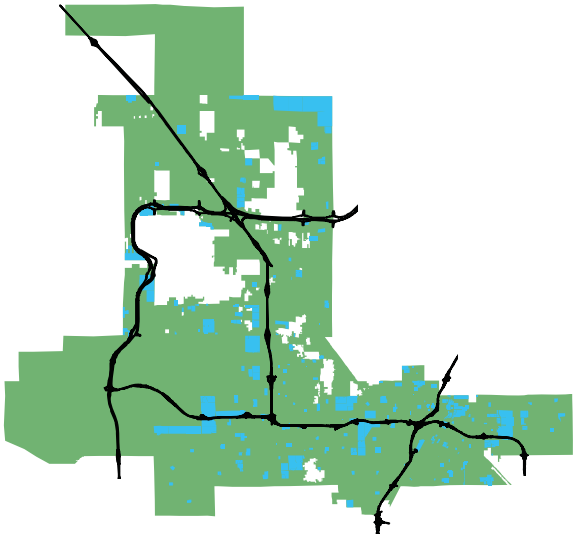
3. Utility company facilities, including electrical power substation facilities, telephone switching stations and towers, water district facilities, cable TV lines and wireless communication facilities.

C. Similar Uses

1. **Additional Uses.** The uses permitted in Subsection (B) of this Subchapter are classified on the basis of common operational characteristics and land use compatibility. Uses not specifically listed in this Subchapter are prohibited. However, additional uses may be permitted by the Director if the Director finds the use in each case to be similar to the other uses listed in Subsection (B) of this Subchapter.

2. **Appeal of Decision.** An applicant who is aggrieved by the decision of the Director may appeal that 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 of Planning. The appeal must be filed within 10 days after the decision is made. Unless otherwise stated, the Council's determination shall constitute a permanent and consistent interpretative decision, which the Director shall apply in all future instances.

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

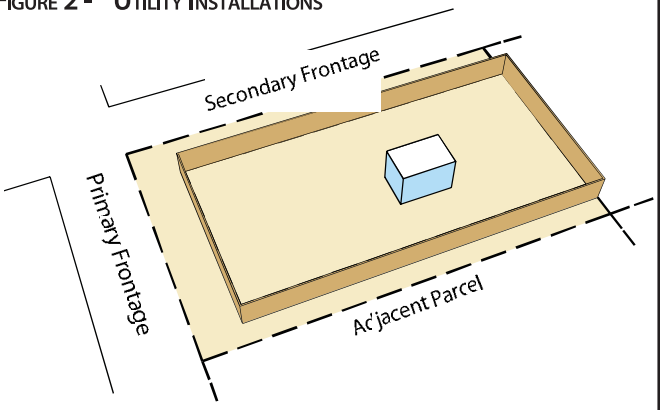
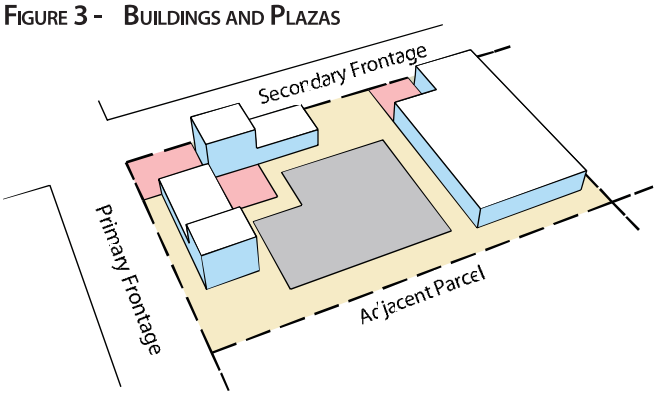


FIGURE 3 - BUILDINGS AND PLAZAS



D. Uses Permitted by Special Use Permit

1. The following uses may be permitted in the C-V District by means of Special Use Permit if in each case the parcel or use is operated or controlled by an agency or subdivision of local, state or federal government.

   a. Banquet Facility;
   b. Beer/Wine/Cooler On-Sale Establishment;
   c. Convention Facility, Publicly Operated;
   d. Custodial Institution;
   e. Gaming Establishment, General Business-Related;
   f. Liquified Petroleum Gas Installation (Over 288 Gallons);
   g. Liquor Establishment (Tavern);
   h. Restaurant with Service Bar;
   i. Social Event with Alcoholic Beverage Sales;
   j. Supper Club.

2. An Off-Premise Sign may be permitted in the C-V District by means of a Special Use Permit 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.

3. The following uses may be permitted in the C-V District by means of Special Use Permit without limitation as to the person or entity that operates or controls the parcel or use:

   a. Cemetery/Mausoleum;
   b. Crematory;
   c. Mortuary or Funeral Chapel.

E. Development Standards

1. Except as provided for in Paragraph (2) of this Subsection and Subsections (F), (G) and (H) 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.

2. In addition to the standards established above, property in the C-V District adjacent to residential uses in the U, R-E, R-1, R-CL and R-2 Districts shall be subject to the height standards of LVMC 19.06.060, the landscape buffer standards of LVMC 19.08.040(F) and parking standards of LVMC 19.08.110.

F. 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.

G. Buildings and Plazas

1. Buildings and plazas within the C-V District shall be located at the front of the site at the minimum setback line established by the approved site development plan 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.

2. Pedestrian open spaces and plazas shall be integral to the overall design of the proposed 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.

3. 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.

H. 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.

I. Applicability of Standards

The standards set forth in Subsections (E)(2), (F), (G) and (H) 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.

19.10.030

P-C PLANNED COMMUNITY DISTRICT

A. Intent of District

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;

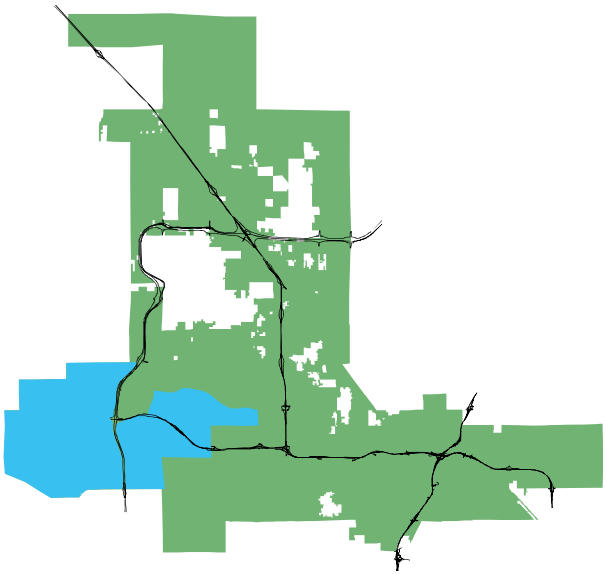
c. Providing for a planned and integrated comprehensive transportation system for pedestrian and vehicular traffic, which may include provisions for mass transportation and roadways, bicycle or equestrian paths, pedestrian walkways and other similar transportation facilities;

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.

FIGURE 1 - PLANNED COMMUNITY DISTRICT MAP



MAP IS REPRESENTATIVE OF WHERE THE P-C DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTY CURRENTLY ZONED AS P-C (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 15 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 P-C 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.

19.10.040

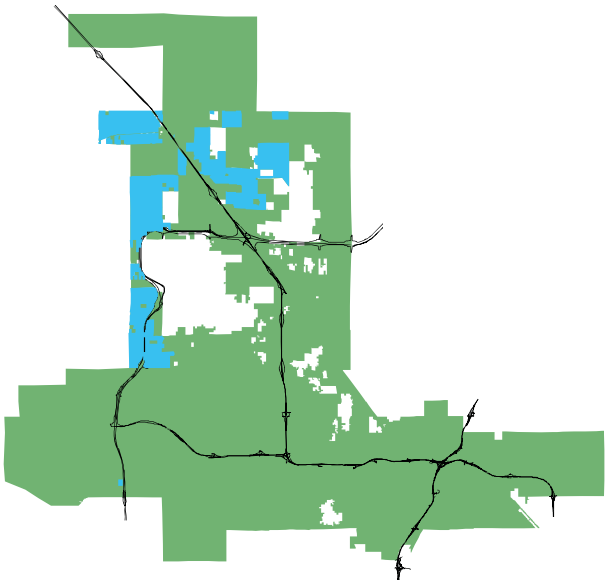
PD PLANNED DEVELOPMENT DISTRICT

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.

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 40 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 19.16, 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 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. 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 (I) 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 analogous to those standards indicated in LVMC 19.06.140 for the R-1 District; and

   b. Multi-family residential developments within a PD District shall be 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.

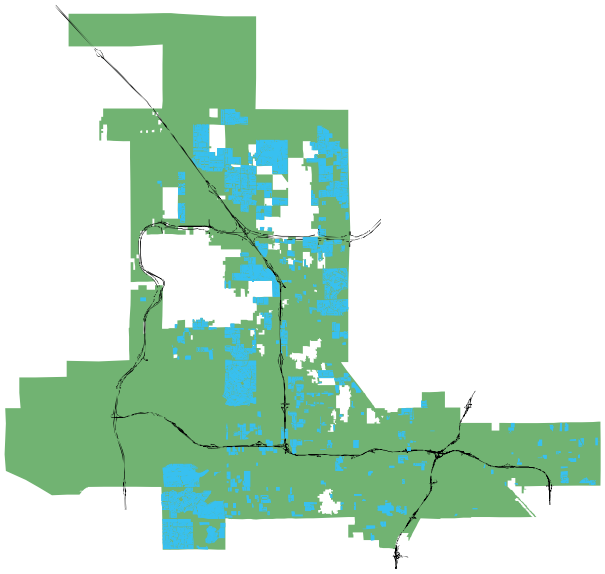
a. Signage. As this Paragraph (2) applies to standards for signage:

i. Single and Two-Family residential developments within a R-PD District shall be analogous to those standards indicated in LVMC 19.06.140 for the R-1 District; and

ii. Multi-family residential developments within a R-PD District shall be analogous

Illustrations & Graphics

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.

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 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;

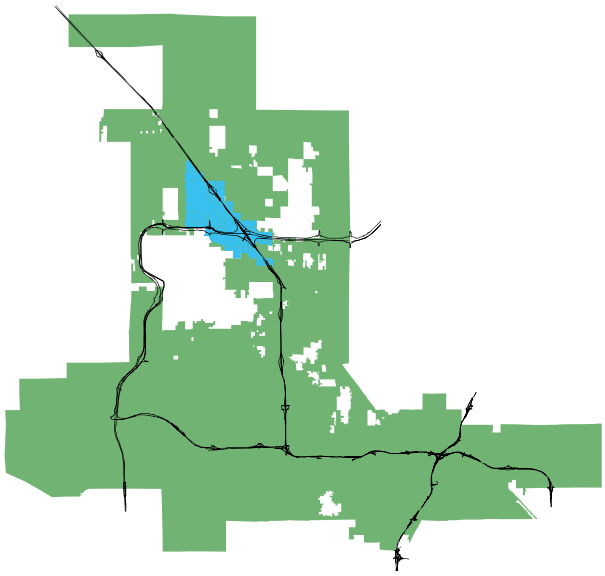
   e. Locating and siting structures to take maximum advantage of the natural and manmade environment and to establish new view corridors; and

   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

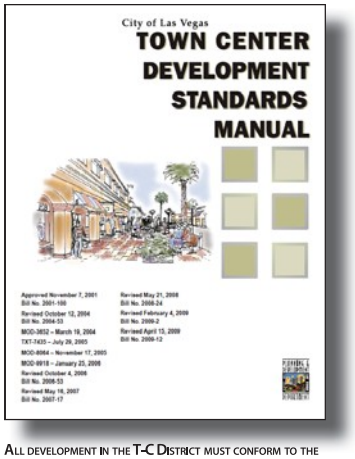
FIGURE 1 - TOWN CENTER DISTRICT MAP



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.

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 of 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;

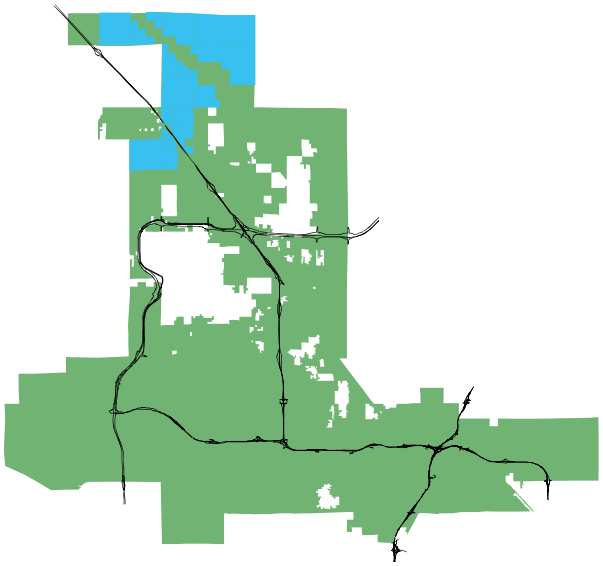
   d. Providing for the means by which the needs of daily living can be met within proximity of dwellings;

   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 culs-de-sac;

   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;

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 retaining 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 modif cation 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.

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 3, 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.

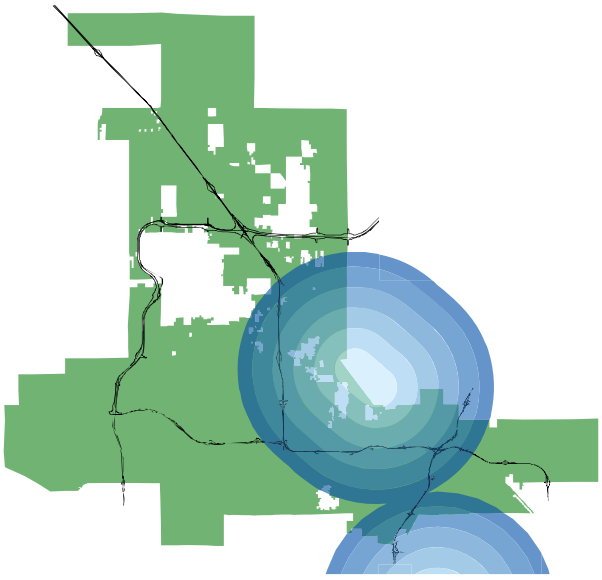
B. Airport Height Limitations

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.

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 nonconforming 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 nonconforming 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.

19.10.090

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 the development is 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 20 feet, whichever is less, for parcels that front Charleston Boulevard between Rancho Drive and Valley View Boulevard;

2. Two stories or 35 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.

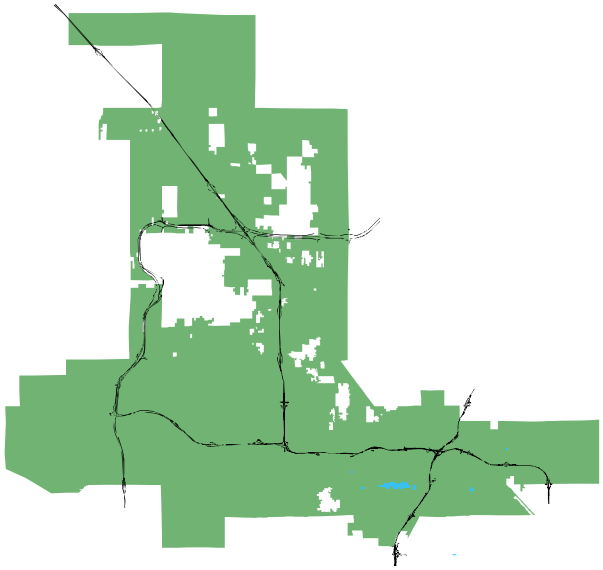
C. Uses

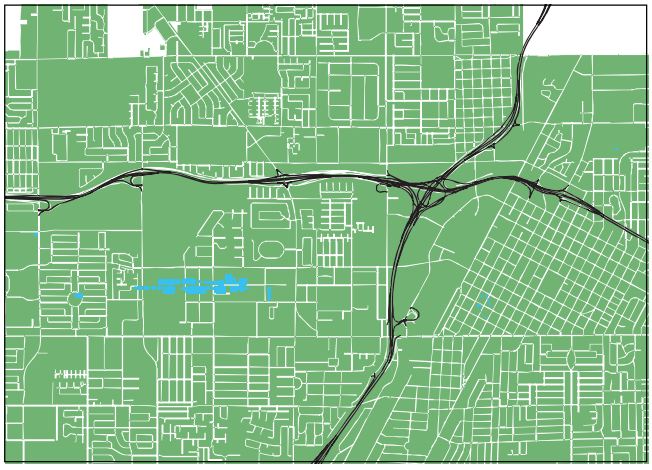
In addition to any applicable standards that may exist for a particular use, uses within the CD-O District shall also conform to the standards referenced in LVMC 19.12.080.

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.

19.10.100

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 in Figure 2.

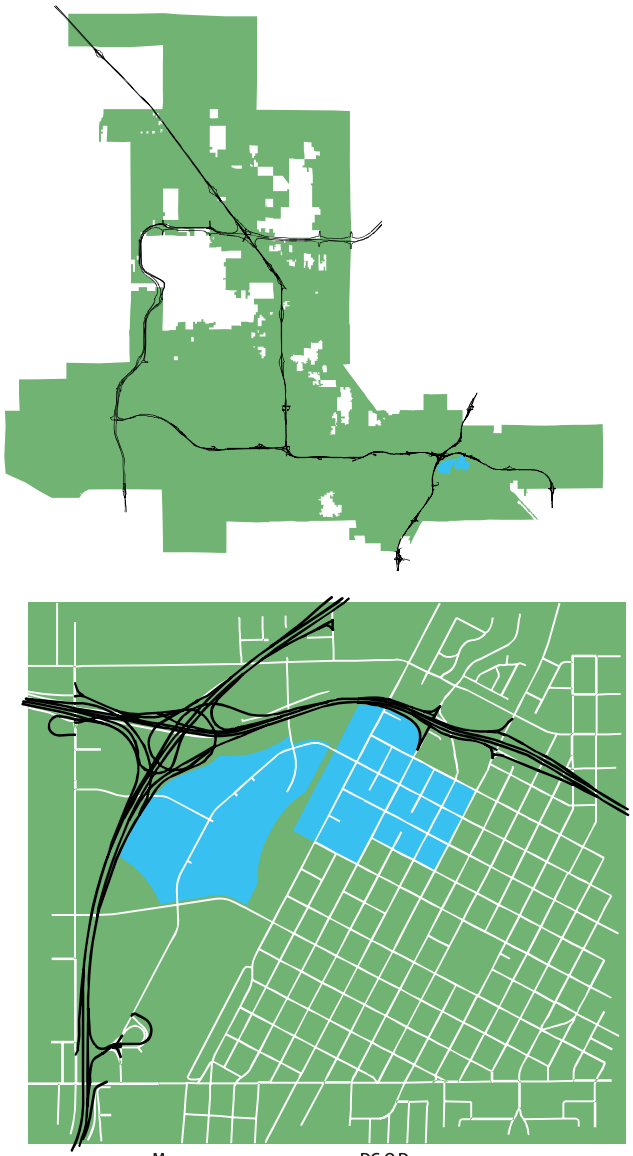
B. Special Sign Standards-Background

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 figures 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 also that the remaining and salvaged neon signs be refurbished, preserved and displayed in proximity to the Fremont Street Experience and surrounding area.

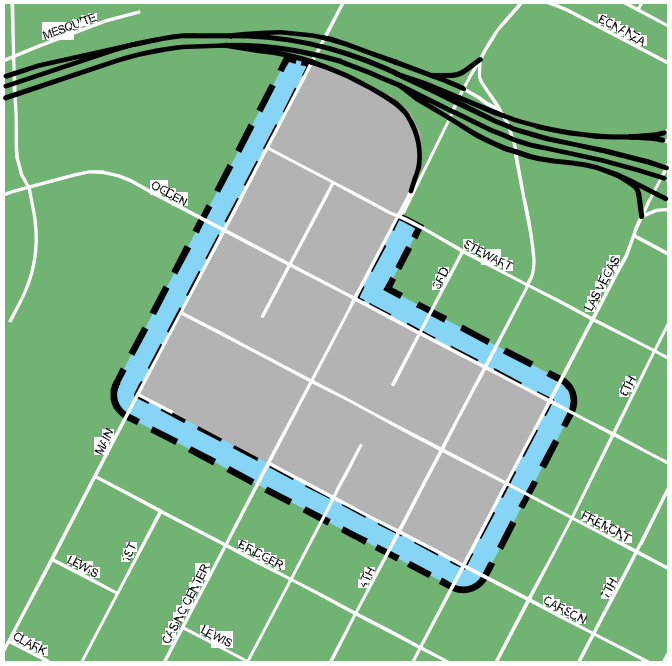
FIGURE 1 - DOWNTOWN CASINO OVERLAY DISTRICT MAPS



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.

FIGURE 2 - SPECIAL SIGNAGE SUBDISTRICT



MAP IS REPRESENTATIVE OF WHERE THE DC-O DISTRICT "SPECIAL SIGNAGE SUB-DISTRICT" IS LOCATED, ALONG WITH THE ASSOCIATED 125-FOOT BUFFER AREA.

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

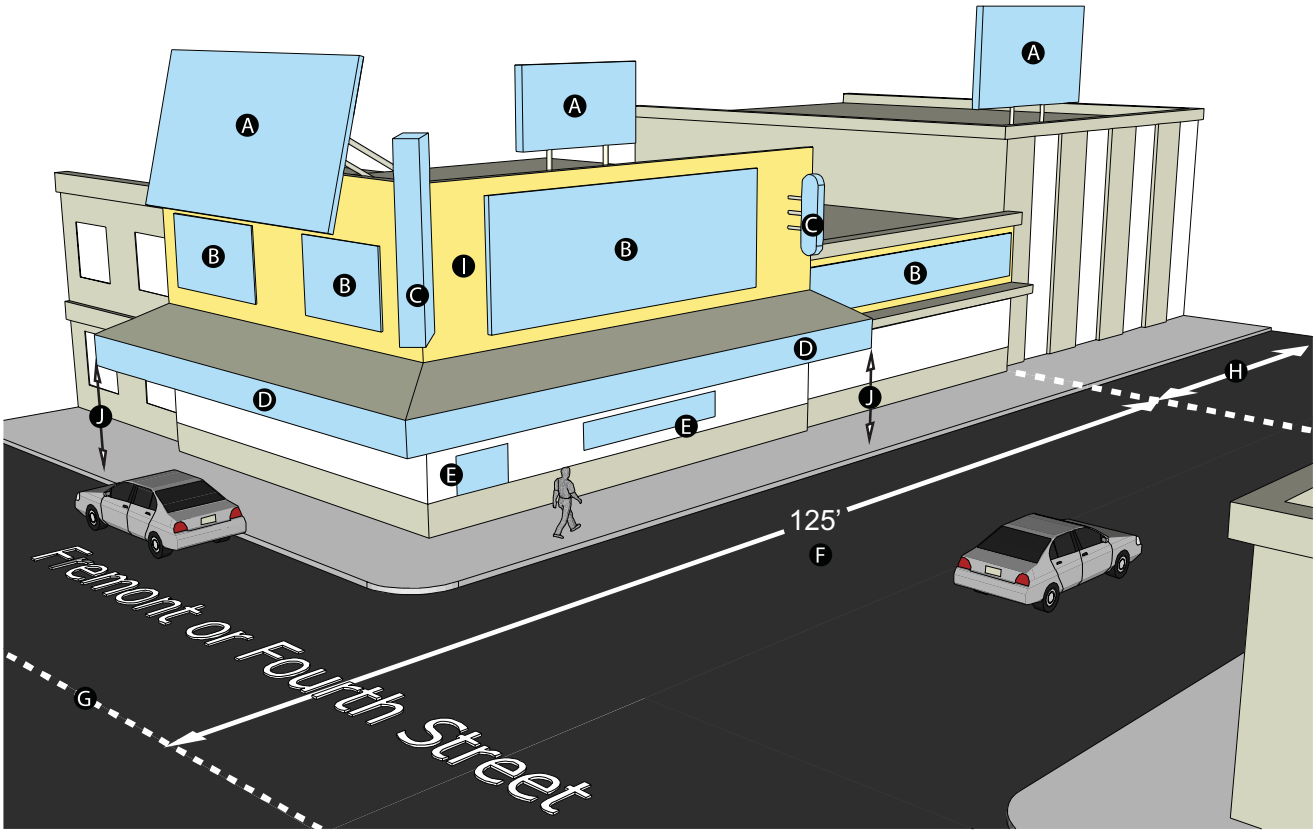


FIGURE 3

Table 1. Special Sign Standards Illustration Key (see Figure 3)

A.	Roof Sign	G.	Fremont or Fourth 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		

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 of the centerline of the streets that border the Sub-district (referred to hereafter as the "buffer area."). (See "F" of Figure 3)

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 3)

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 3) 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 4. 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 five 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 eight feet perpendicular to the building wall to which the sign is attached. (See Figure 5) 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.

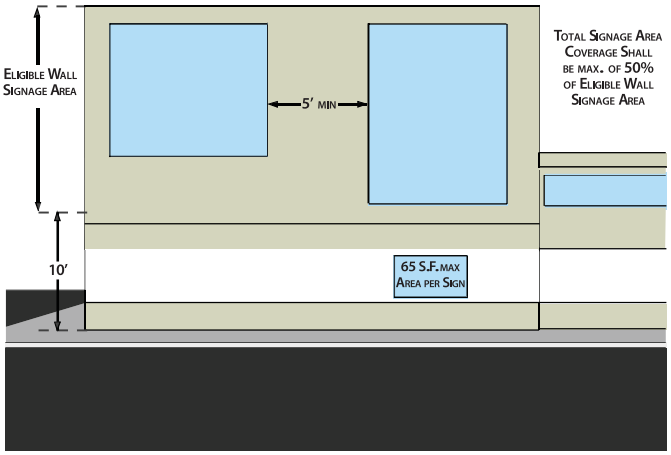
16. The owner and operator of each sign is responsible for ensuring that appropriate sign maintenance occurs and that repairs of damaged signs are accomplished promptly.

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:

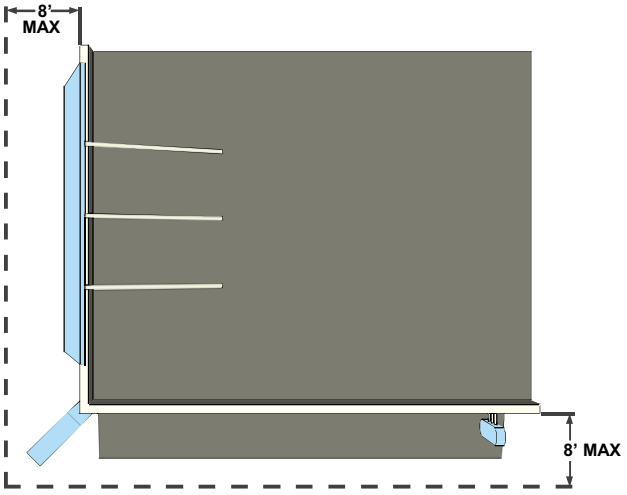
a. Two members of the Planning Commission appointed by the Commission;

FIGURE 4 - 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 5 - SIGNAGE PROJECTION (TOP DOWN VIEW)



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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.

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.

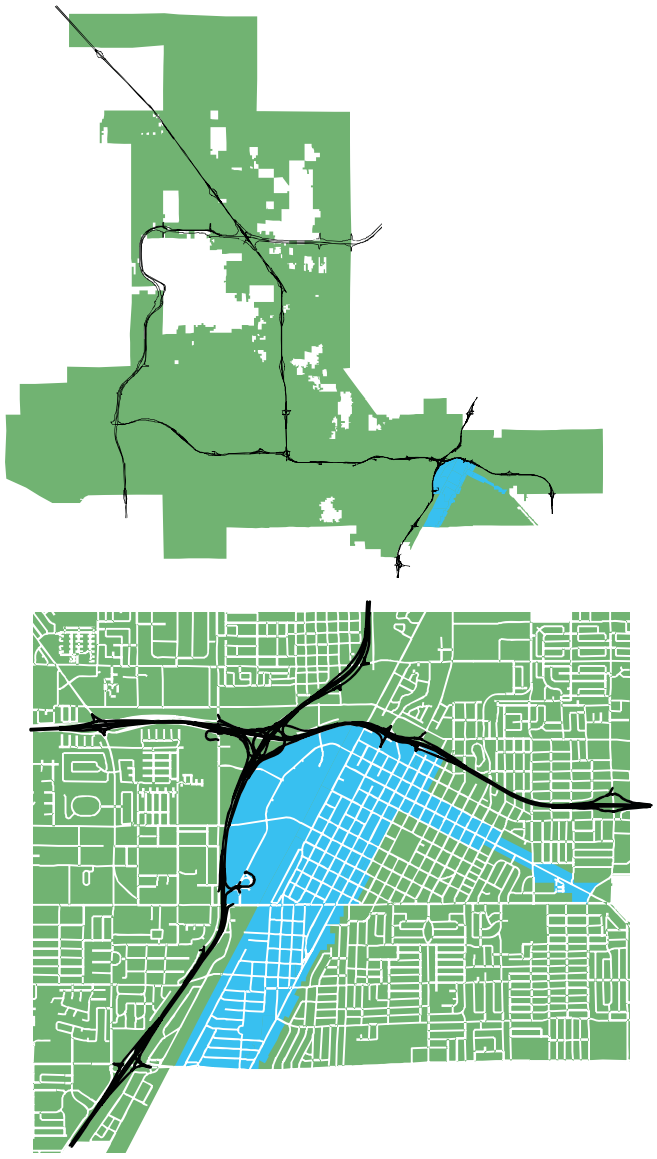
B. Downtown Design Standards

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 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 landscaping requirements, and standard parking requirements

FIGURE 1 - DOWNTOWN CENTENNIAL PLAN OVERLAY DISTRICT MAPS

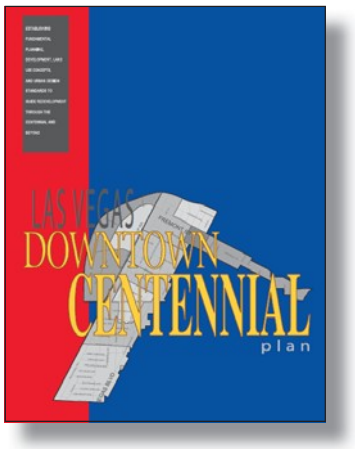


MAPS ARE REPRESENTATIVE OF WHERE THE DCP-O DISTRICT IS LOCATED.

SEE THE OFFICIAL ZONING MAP ATLAS FOR THE EXACT LOCATION OF PROPERTIES WHICH CURRENTLY FALL WITHIN THE DCP-O (DOWNTOWN CENTENNIAL PLAN OVERLAY) DISTRICT.

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.

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

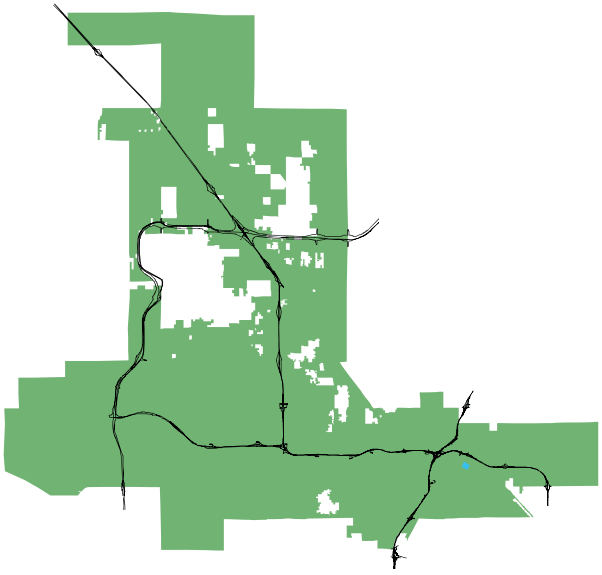
The creation of the District is intended to further the City's downtown redevelopment plans in the spirit of restoring downtown Las Vegas as a dynamic, vibrant center for the entire Las Vegas Valley. Creation of the District is also intended to:

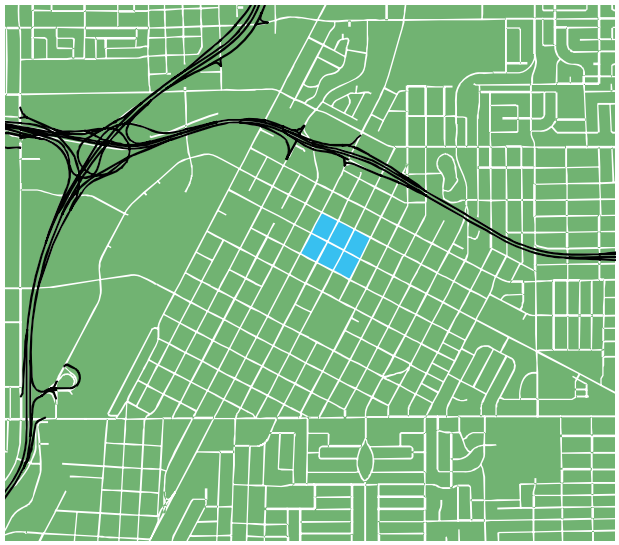
1. Create a safe and secure environment;
2. Eliminate urban blight;
3. Revitalize surrounding neighborhoods;
4. Foster economic development opportunities and expand free enterprise;
5. Eliminate criminal activities;
6. Make the Fremont East area a community of choice for business and citizens;
7. Adjust 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

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.

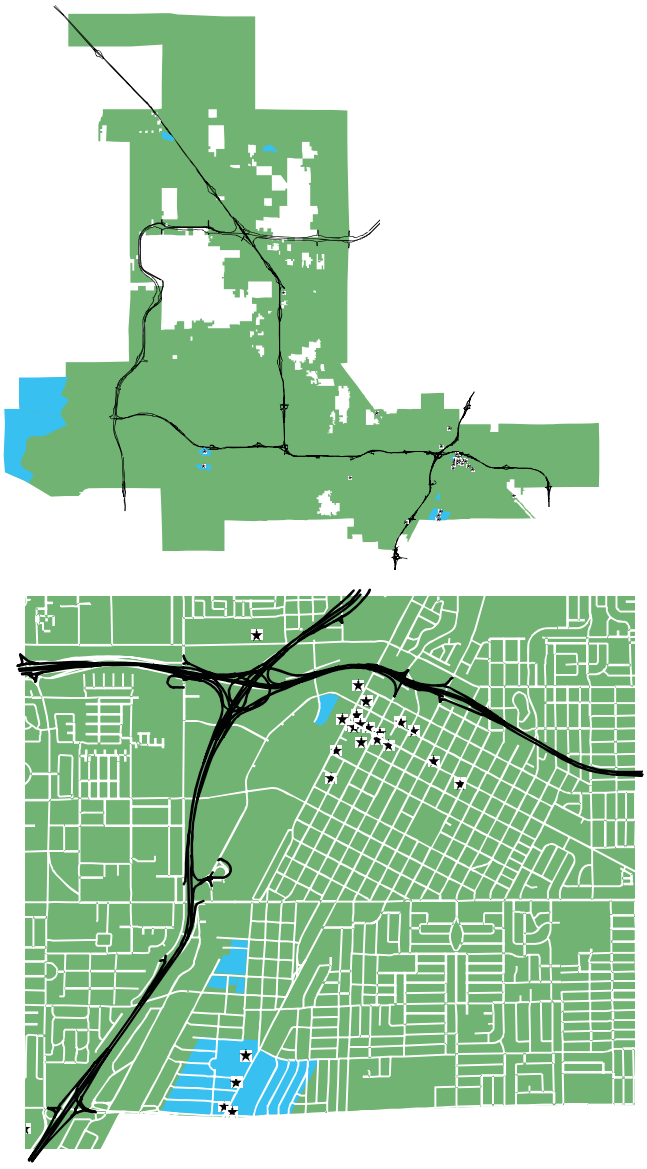
B. Change of Boundaries

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.

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.

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;

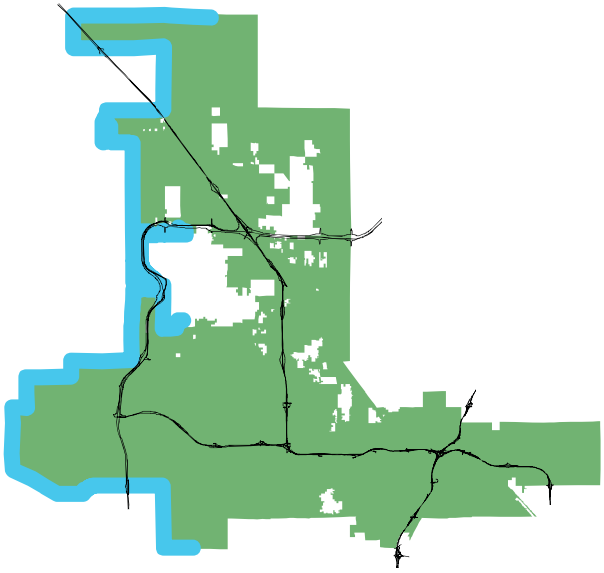
b. Is intended to encourage and guide low density, rural type, large lot or cluster, single family residential development that is designed to be compatible with the hillside terrain and its environment; and

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

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

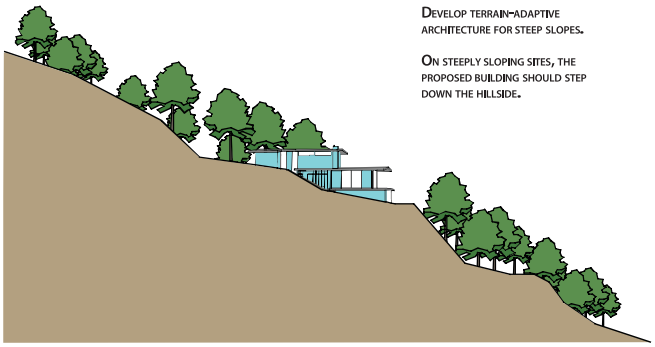
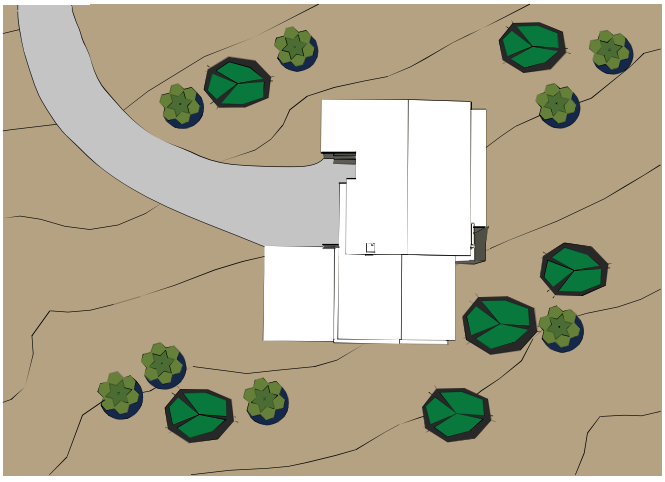


FIGURE 3 - SITE DESIGN - VEHICULAR ACCESS



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. Nonresidential 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

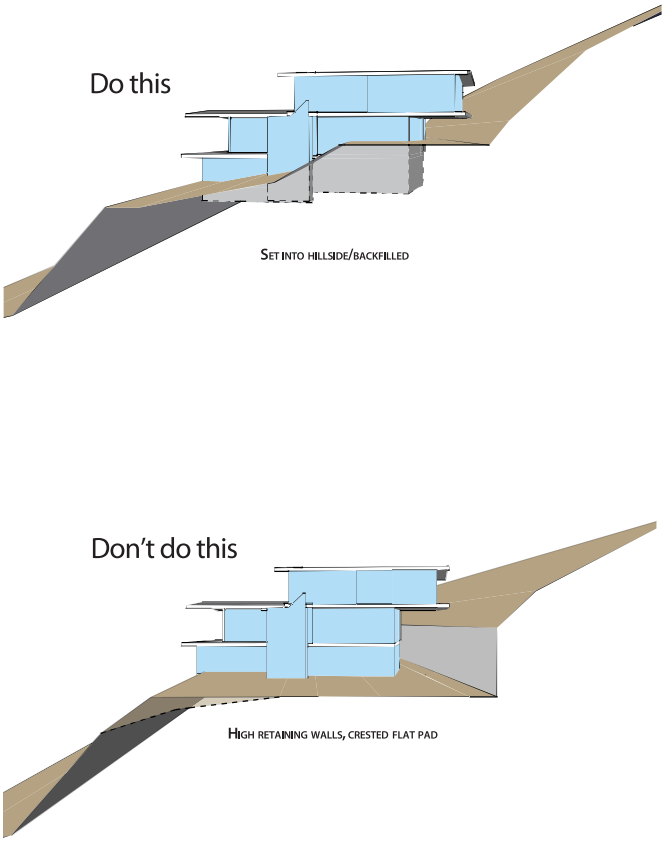
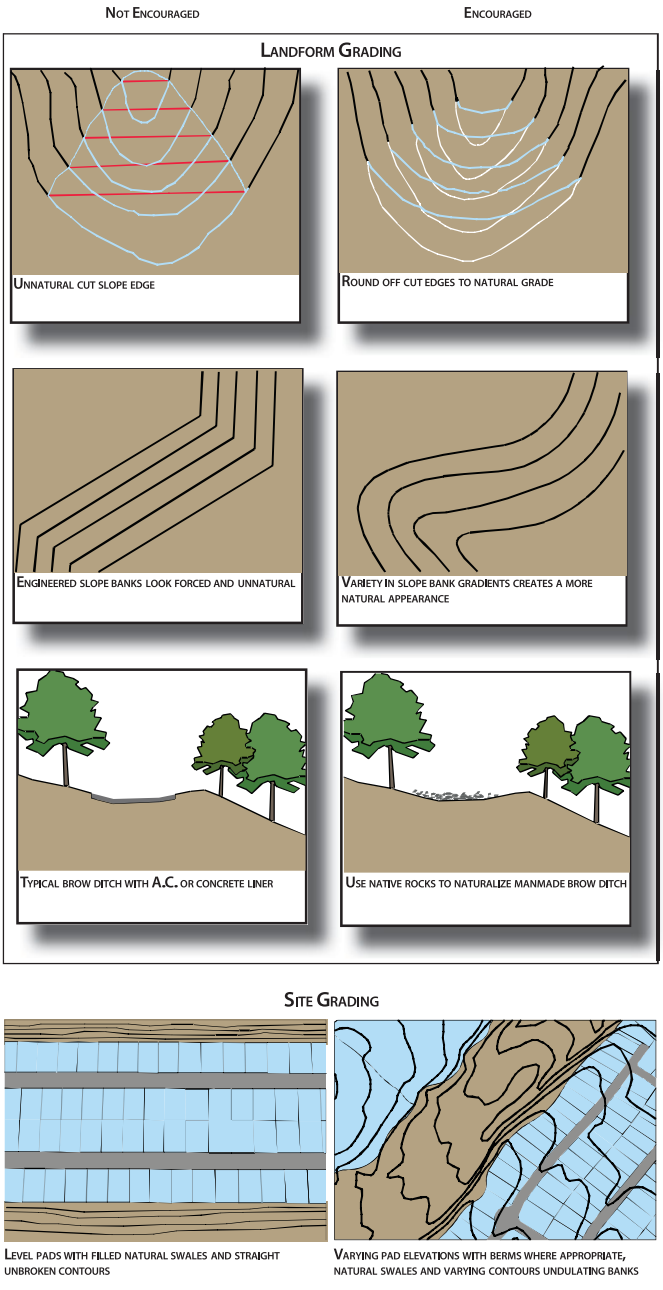


FIGURE 5 - GRADING



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

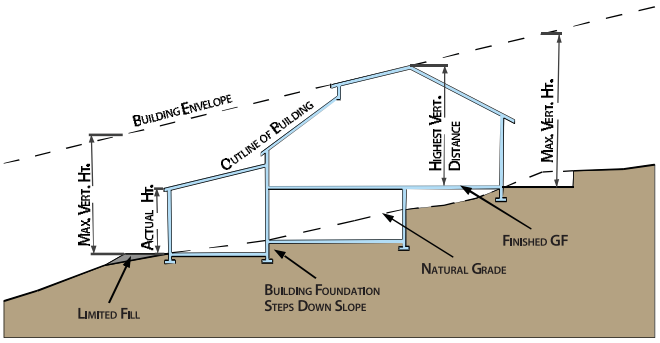
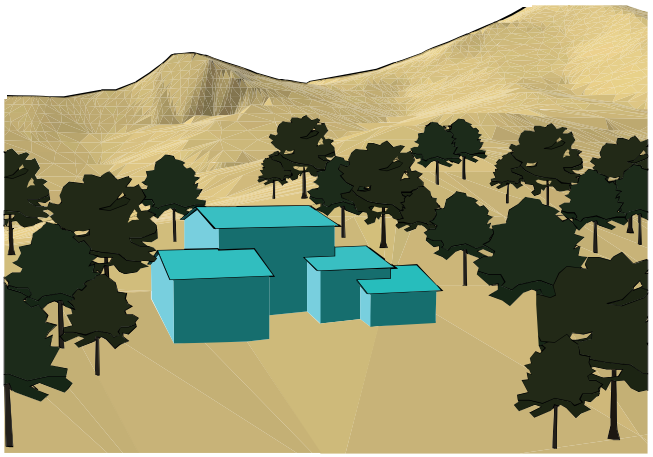


FIGURE 7 - ROOFLINES AND ELEMENTS REFLECT RIDGELINE SILHOUETTES



ROOF FORMS ARE KEPT SMALL AND REFLECT THE SURROUNDING TOPOGRAPHY

FIGURE 8- CLUSTERED DEVELOPMENT

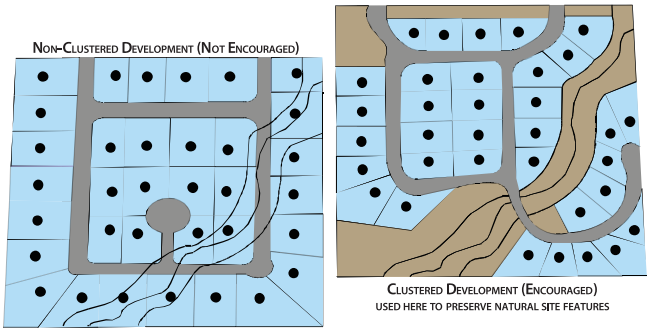
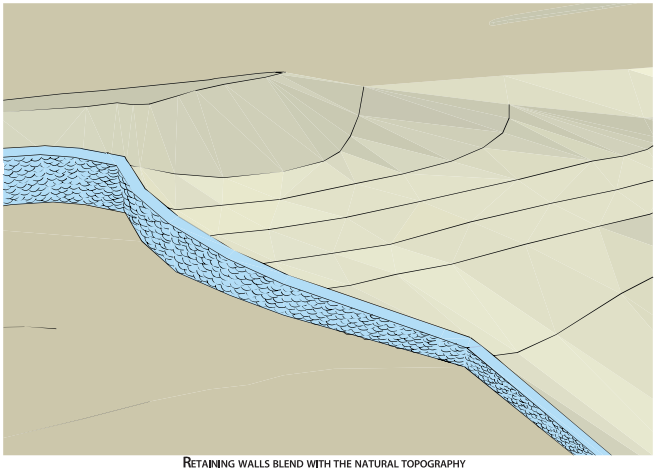


FIGURE 9 - WALLS AND FENCES - BLENDING WITH TOPOGRAPHY



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. Ref ective 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. Roof ines 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.

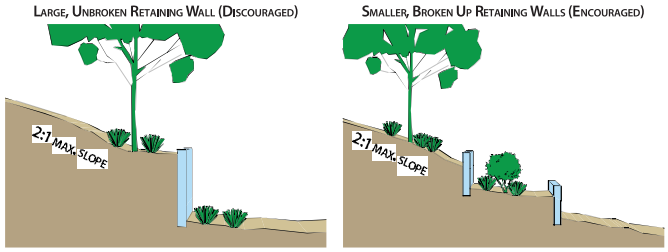
6. Walls and Fences

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)

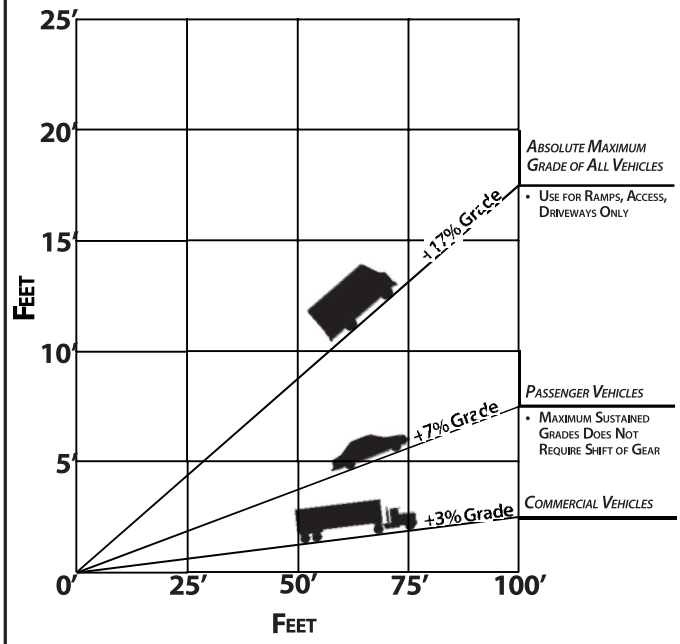
c. Walls shall either incorporate the use of native materials or be earthtone colors to match the native soils and rocks. Walls and fences (other than retaining walls) should be made of natural materials (e.g., stone, wood, split rail) whenever possible and, at a minimum, shall be a color that blends 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.

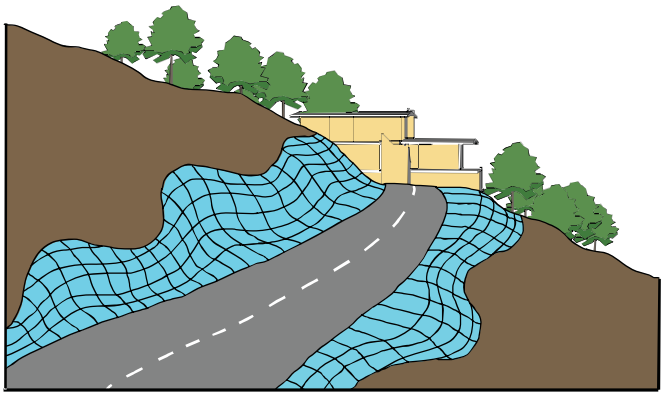
10. Circulation/Roadways

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:

i. Roadway design which generally follows existing contours, thereby minimizing

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

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. Culs-de-sac 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 Historic Landmarks, Districts, Sites Buildings, Structures and Objects. 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

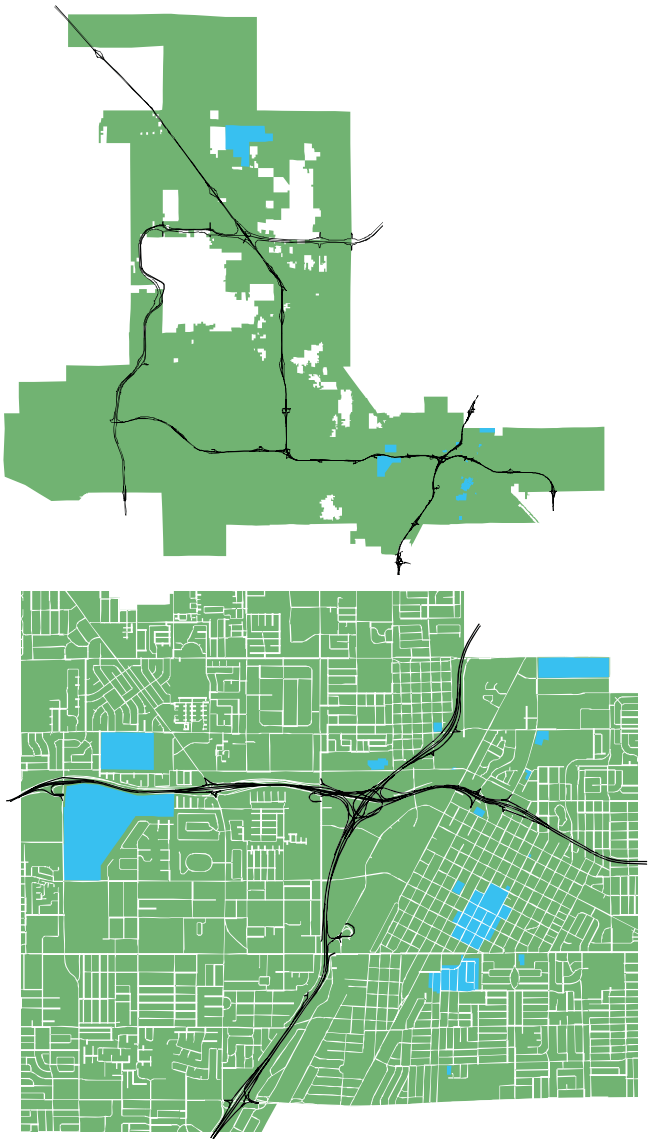
The HPC shall consist of eleven voting members who are appointed by the City Council and two ex-officio members.

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, archaeology and other matters relevant to judging the

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.

economic and 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 anthropologist).

7. One member must be experienced in the archaeological profession (such as an archaeologist).

8. Four members must be members 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 a person so qualified is available to serve. If no such person is available, any person may fill that position. If more than four Historic Districts have been designated as such pursuant to this Section, the City Council shall determine which four of the Historic Districts are to be represented on the HPC.

9. The Director, or the Director's designee, shall serve as an ex-officio member, with no vote except as otherwise provided in this Section.

10. 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 Historic Landmarks, Districts, Sites, Buildings, Structures and Objects, 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 new construction, alteration, demolition or removal of any element associated with an Historic Landmark, District, Site, Building, Structure and Object. 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, revise or update the Historic Properties & Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan.

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 historic preservation, 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 new construction, alteration, demolition or removal of elements associated with an Historic Landmark, District, Site, Building, Structure and Object, 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 Historic Landmarks, Districts, Sites, Buildings, Structures and Objects

1. An individual landmark, district, site, building, structure or object may be designated on the City of Las Vegas Historic Property Register if it demonstrates exceptional historical significance by qualifying under Subparagraphs (a) or (b) below:

   a. It meets the criteria for listing on the State or National Register of Historic Places; or

   b. It is determined to be of exceptional local significance and expresses a distinctive character because:

      i. A significant portion of it is at least 40 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 district, site, building, structure or object may be designated as an Historic Landmark if it qualifies under Subparagraph (a) and Subparagraph (b) of Paragraph (1) above, and a significant portion of it is at least 50 years old.

3. An individual site, building, structure or object that has been designated on the City of Las Vegas Historic Property Register may be considered for reclassification for designation as an Historic Landmark if it has been determined eligible for the State or National Register of Historic Places.

4. An area may be designated as an Historic District if:

a. The area:

i. Includes a substantial concentration of contributing buildings, structures, objects or archaeological sites which individually meet the criteria in Paragraph (1) of this Subsection, as well as other buildings, structures or archaeological sites 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

5. Designation Process:

a. The designation of an Historic Landmark, District, Site, Building, Structure or Object may be made upon application by the owner or authorized representative of any landmark, district, site, building, structure or object proposed to be designated or included in such designation, or by an authorized representative of the City. A pre-application conference with the HPO is required prior to submitting an application. 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. Applications shall be signed, notarized and acknowledged by the owner of record of the property for which the designation 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.

b. The designation of an Historic District may be made upon application by a member of the board of a Neighborhood Association that is registered with the city of Las Vegas, or other recognized neighborhood representative. A pre-application conference with the HPO is required prior to submitting an application. Application shall be made to the HPO on such form(s) as may be established for the purpose, and shall be accompanied by such fee(s) as may be established by the City Council. Applications shall be signed, notarized and acknowledged by a recognized neighborhood representative. If the proposed district has multiple owners, the applicant shall provide the City with a list of all persons and entities with an ownership interest in the proposed district if not all of the owners have signed the application.

c. An application for designation shall also be accompanied by the following items to be prepared by the HPO:

i. A vicinity ownership map showing all parcels which are adjacent to, include or surround the property or district proposed to be designated within a radius of 1000 feet of the external boundaries of the property or district. 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.

iii. An accurate legal description and Assessor's Parcel Number (APN) for all parcels proposed for designation.

iv. For an Historic District nomination, documentation of a minimum of three public meetings attended by city staff and applicable Neighborhood Association board members, and held in a location convenient to the proposed District. The meetings will discuss the:

(A) Historic Designation Process;

(B) Plan for Historic District designation, including proposed district boundaries, the responsibilities of Department staff and the Neighborhood Association board, and the timeline for designation;

(C) Findings of any historic studies; and

(D) Proposed Historic District design guidelines, if necessary.

d. An application for designation shall also be accompanied by the following items to be prepared by the applicant or representative:

i. A Statement of Eligibility and Appropriateness for Designation that describes the manner in which the landmark, district, site, building, structure or object proposed for designation is eligible and appropriate for designation under this Subsection. The Statement shall include at a minimum:

(A) Photographs of the proposed Historic Landmark, District, Site, Building, Structure or Object; in the case of a District, the most significant or representative properties;

(B) Information about the architect(s), designers(s), planners(s) and/or developer(s) of the Historic Landmark, District, Site, Building, Structure or Object;

(C) Date and method of construction;

(D) Distinctive characteristics such as historic materials, architectural or landscape elements and architectural style of buildings, structures or objects within a proposed district;

(E) Ownership and address history; and

(F) Proper resource citations.

ii. Letter of property owner consent.

iii. In the case of an Historic District designation, written approval of historic designation from no less than 51 percent of all property owners within the proposed Historic District.

e. Historic signs are recognized as Historic Objects by this code. The designation of an historic sign may be made upon application by the owner of the sign or authorized representative. A pre-application conference with the HPO is required prior to submitting an application. 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. Applications shall be signed, notarized and acknowledged by the owner of record, or authorized representative, of the property within which the Historic sign is located, and, if applicable, the owner of the building, or authorized representative, to which the sign is affixed. Applications must be accompanied by the items listed in Subparagraphs (5)(c)(i) through (5)(c)(iii), and (5)(d)(i) through (5)(d)(ii). An historic sign may be designated as an Historic Object if it demonstrates exceptional historical significance by qualifying under Subparagraphs (i) or (ii) below:

i. It meets the criteria for listing on the State or National Register of Historic Places; or

ii. The sign and the use to which it pertains have been in continuous existence at the present location for at least 40 years;

iii. The sign is structurally safe or is capable of being made so without substantially altering its historical significance;

iv. The continued existence of the sign is encouraged and is beneficial to the public good; and

v. At least one of the following conditions shall be met by the sign:

(A) The sign contributes to the historical or cultural character of the streetscape and the community at large;

(B) The sign is associated with historic figures, events, or places;

(C) The sign is significant as evidence of the history of the product, business, or service advertised;

(D) The sign is signif cant as reflecting the history of the building or the development of the historic district;

(E) The sign is characteristic of a specific historic period or architectural style;

(F) The sign is integral to the building's design or physical fabric;

(G) The sign represents an outstanding example of the sign maker's art due to craftsmanship, use of materials, or design;

(H) The sign is a local landmark recognized as a popular focal point in a community; or

(I) The sign contains elements important in defining the character of an historic district.

f. Upon receipt of a complete application package, the HPO shall schedule the application for discussion on the next available agenda of the HPC. The HPC is given 30 days to review the application before the official public hearing is scheduled. A public hearing will be scheduled for the following 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.

g. In connection with the HPC's consideration of the application, the HPO shall compile and provide to the HPC a complete report concerning the landmark, district, site, building, structure or object 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.

h. 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), (3) and (4) 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.

i. 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.

j. 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.

6. Public Notification Concerning Designation Applications:

At least 10 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 an Historic Landmark, Site, Building, Structure or Object 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 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.

7. 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. Following Planning Commission action for designation of an Historic District, a notice must be published once a week for three consecutive weeks prior to the City Council meeting, and must include the purpose of the hearing and the boundaries of the proposed Historic District.

c. 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 (6) of this Subsection above. Notwithstanding any other provision of this Subparagraph (c), 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.

d. In the case of an application for designation of an Historic District, if the owners of 20 percent or more of the area of the parcels included in the proposed district protest the proposed designation in writing, the designation shall not become effective except by the favorable vote of three-fourths 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 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. 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.

8. Effect of Designation:

a. The designation of an Historic Landmark, District, Site, Building, Structure and Object 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. Prior to the designation of an Historic District, and in order to preserve and enhance the distinctive character of that District, the HPO shall meet with property owners within the proposed Historic District to determine design guidelines that will apply to alterations of contributing and non-contributing properties and to all new construction within the District. Property owners may choose to adopt the General Design Guidelines as adopted by the HPC, or create Design Guidelines that address architectural elements and styles specific to the proposed District. Design Guidelines will be recommended for adoption by the HPC to the City Council.

i. Historic District Design Guidelines are intended to address exterior features and characteristics as can be viewed from the public right-of-way only, such as building materials, massing, scale and proportion of openings and other features, orientation and relative position of buildings, as well as specific aspects such as roof forms, textures, character of signage, window and door types, and other details relative to architectural styles evident in the District and included in the Statement of Eligibility and Appropriateness.

ii. Design Guidelines do not regulate maximum building height, maximum lot coverage, minimum setbacks, landscaping, parking, allowable signs, or other development aspects addressed elsewhere in the Unified Development Code.

iii. Design Guidelines shall not prohibit access to buildings as required by the Americans with Disabilities Act.

iv. 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.

9. Removal of designations established under this Section shall be in accordance with the procedure set forth for designation.

10. 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 Historic Landmarks, Districts, Sites, Buildings, Structures and Objects 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. A pre-application conference with the HPO is required prior to submitting a building permit or other required development or zoning permit whenever it is proposed to alter, remodel, build, or otherwise develop an Historic Landmark, District, Site, Building, Structure or Object, or an Historic Landmark, Site, Building, Structure or Object 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 for a Certificate of Appropriateness on such form(s) as may be established for the purpose, which shall be signed, notarized and acknowledged by the owner of record or the owner's authorized agent of the property where review of alteration or new construction is sought;

b. Such fee(s) as may be established by the City Council for the application;

c. Materials detailing the proposed alteration or new construction, including:

i. Color photos of each side of the building or site to be altered and close ups of the specific area to be changed;

ii. Drawings for conceptual review and new construction or graphics/signage;

iii. Material samples / manufacturer's brochures which show and describe the materials to be used;

iv. A site plan on applications for new construction, additions, site graphics, demolition, lot splits and fencing;

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 an Historic Landmark, District, Site, Building, Structure or Object will not be compatible with the recognized distinctive character of the overall Historic Landmark, District, Site, Building, Structure or Object.

b. That proposed work on any portion of a contributing Historic Landmark, District, Site, Building, Structure or Object within an Historic District will not be compatible with the recognized distinctive character of the Historic Landmark, District, Site, Building, Structure or Object 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 Historic Landmarks, Districts, Sites, Buildings, Structures or Objects 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 equals or exceeds 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 an Historic Landmark, District, Site, Building, Structure or Object, 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. Nothing in this Subsection shall prohibit the owner(s) of a sign designated as an Historic Object from removing such sign; however, removal of a sign so designated requires approval by the HPC and recommendation for alternative placement or storage. 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 for a Certificate of Appropriateness, 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. A preliminary plan of restoration of damaged or removed features;

   f. If economic hardship relief is requested, documentation in support of the request; and

   g. 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 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 Historic Landmark, District, Site, Building, Structure or Object, 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 written request. An appeal must be filed in the Office of the City Clerk within 10 days after the HPC's action. The City Council may establish one or more fees to be paid in connection with the filing of an appeal under this Subsection, and the amount of any fee so established shall be as set forth in the Fee Schedule.

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 within the City at least 10 days before the hearing.

N. Maintenance and Repair

1. The owner is responsible for ordinary maintenance and repair of a designated Historic Landmark, District, Site, Building, Structure or Object. 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 Historic Landmark, District, Site, Building, Structure or Object.

2. The owner of a designated Historic Landmark, District, Site, Building, Structure or Object shall not permit the resource 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 Historic Landmark, District, Site, Building, Structure or Object itself or that of an Historic District in which the Historic Landmark, Site, Building, Structure or Object 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 Historic Landmarks, Districts, Sites, Buildings, Structures or Objects;

   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 an Historic Landmark, District, Site, Building, Structure or Object 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. Placement of Alternative Energy Systems

1. The application of alternative energy systems, such as solar and wind conversion technologies, shall be reviewed by the HPC to determine the impact on the Historic Landmark, Site, Building, Structure or Object as well as the impact on adjacent parcels and the surrounding District, if applicable. The least visible application of technologies is recommended; the systems and their supplementary equipment are to be discreet and reversible to avoid altering the historic character of the Historic Landmark, District, Site, Building, Structure or Object.

2. In the use of solar technologies, such as solar panels and solar water heaters, ground systems that can be placed at the rear of the property, at an appropriate height to minimize visibility shall be used. If equipment is to be roof-mounted, low or non-reflective materials shall be used, and all mechanical equipment shall be painted to match the existing surrounding material (roofing, fascia, primary structure) color. Visible roof-mounted installations shall be designed and positioned to be appropriately scaled with a structure's roofline while maintaining a balance, scale, proportion and rhythm with other features of that elevation. Roof-mounted or non-free standing systems shall be placed in locations not visible from public right-of-way (by the adoption of low horizontal systems set back from edge on flat roofs and behind roof parapets, on rear non-street-facing slope, at rear of building concealed from sight by a wall or vegetation, or on secondary rear structures below main roof line). If invisibility is unattainable, the following is encouraged, but not limited to:

   a. Placement towards the rear third of hipped or front gabled roof;

   b. Low placement, along the incline of the roof, and parallel to the original roofline;

   c. Careful design of installations, in keeping with the balance, scale, proportion and rhythm of other features of that elevation

3. In the use of wind technologies, such as wind turbines, tower mounted systems in lieu of those that are building mounted are preferred. These towers and ancillary structures are to be placed to have the least visual impact on the surrounding environment. All of the structures are to be muted in color, have no graphics and be appropriately screened where possible. For systems that are building mounted, placement should not be visible from public right-of-way.

4. All options for the placement of the alternative energy system should be fully explored to the satisfaction of the HPO.

P. Incentives

It is the intent of the City that Historic Landmarks, Districts, Sites, Buildings, Structures and Objects be beneficial to their respective owners, as well as to the community. In addition to the intangible benefits of owning a designated historic 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 Parks, Recreation and 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.

Q. Violations

1. It is unlawful for any person to construct, alter, demolish, remove or fail to maintain an Historic Landmark, District, Site, Building, Structure, Object 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. Any Historic Landmark, District, Site, Building, Structure, or Object found to be in violation of this Section will automatically be subject to a public hearing review by the HPC. The property owner must follow the guidelines, standards and process for review of alteration or new construction requirements set forth in Section (K) of this Chapter. Failure to follow the requirements of Section (K) of this Chapter is a violation of this Section.

4. 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.

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.

Building: A resource created principally to shelter any form of human activity, such as a home.

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.

Contributing Resource: Sites, buildings, structures or objects which individually meet the criteria for historic designation, or contribute generally to the overall distinctive character of a district and are united historically or visually by plan or physical development.

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.

District: A significant concentration, linkage or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or physical development.

Non-contributing Resource: Sites, buildings, structures or objects which do not individually meet the criteria for historic designation, or do not contribute generally to the overall distinctive character of a district.

Object: A construction primarily artistic in nature or relatively small in scale, such as a sign, statue or milepost.

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.

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.

Site: Location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself possesses historic, cultural or archaeological value regardless of the value of any existing structure.

Structure: A functional construction made for purposes other than creating shelter, such as a bridge.

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;

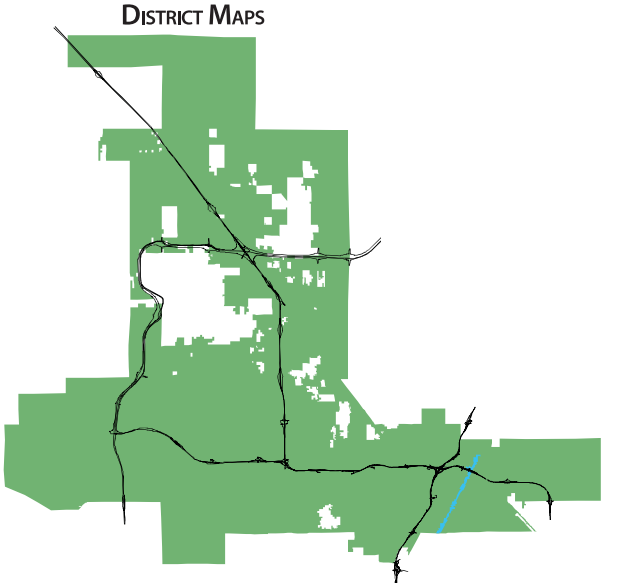
   b. All applicable standards and procedures in LVMC Chapter 19.10 and that govern the Downtown Centennial Plan Overlay District, for properties that are located within the district;

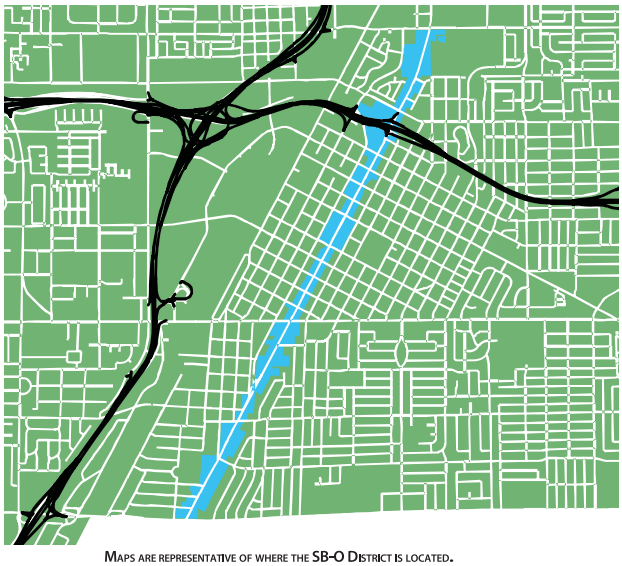
   c. All applicable standards and procedures in LVMC Chapter 19.10 that govern the Downtown Entertainment Overlay District, for properties that are located within that district; and

   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 Live/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.

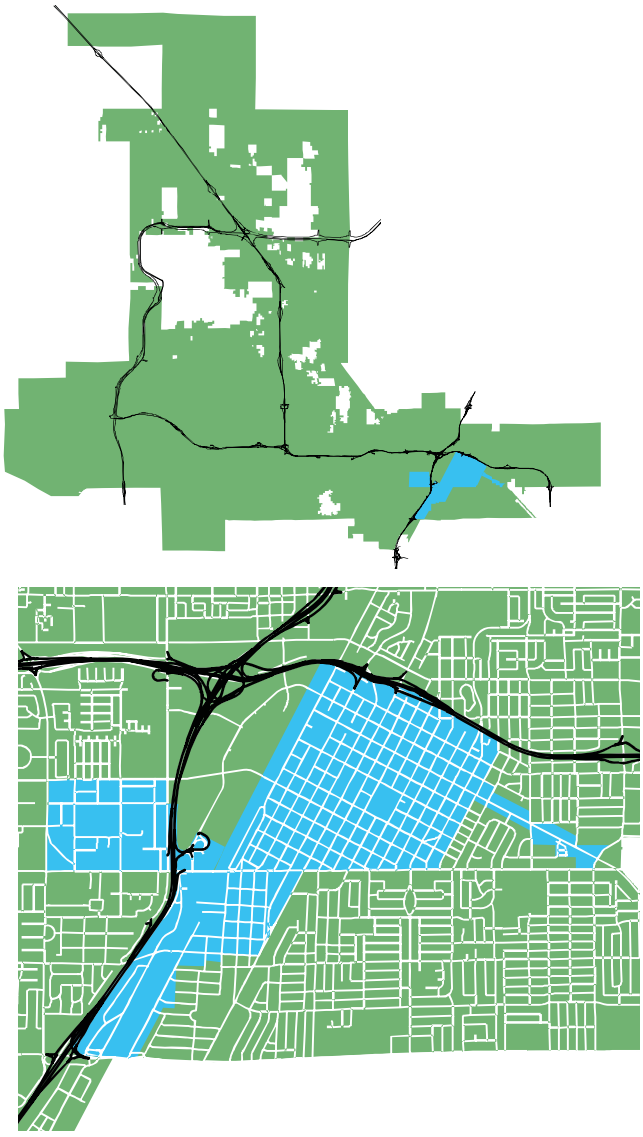
The Live/Work Overlay District is established within the City. Its boundaries are depicted in Figure 1.

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.

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:

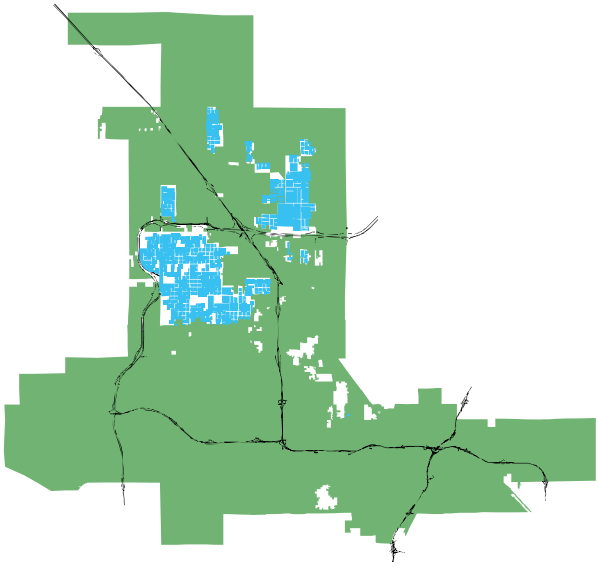
1. Ensure that the rural character of each rural preservation neighborhood is preserved.

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.

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

19.12
Permissible Uses

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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-PB	C-M	M	Additional Information
Accessory Structure (Class I)	S	S	S														page 315
Accessory Structure (Class II)	C	C	C	C	C	C	C	C	C								page 315
Adult Day Care Center	S	S	S			S	S	S	S	C	C	P	P	P	P	P	page 315
Airport, Heliport or Landing Field															P	P	page 315
Amphitheater												S	C		C	C	page 316
Ancillary Lounge Bar												S	S	S	S	S	page 316
Animal Hospital, Clinic, or Shelter (with no Outside Pens)											S	S	P	P	P	P	page 317
Animal Hospital, Clinic, or Shelter (with Outside Pens)	S	S										S	P		P	P	page 317
Animal Keeping & Husbandry	C	C															page 317
Animal Keeping, Wild or Exotic	C	C														C	page 317
Animal Production	P	P															page 317
Antique/Collectible Store												P	P		P	P	page 318
Asphalt or Concrete Batch Plant																P	page 318
Assisted Living Apartments						S	P	P				S	S				page 318
Astrologer, Hypnotist, or Psychic Art and Science										S		P	P		P	P	page 318
Auction House													S		S	S	page 318
Auto Broker												C	C		C	C	page 318
Auto Dealer Inventory Storage												S	S	S	S	S	page 319
Auto Paint & Body Repair Shop													S		C	C	page 319
Auto Parts (Accessory Installation)												C	P		P	P	page 319
Auto Parts (New & Rebuilt) (Accessory Sales & Service)												S	C		P	P	page 319
Auto Repair Garage, Major													S		C	C	page 320
Auto Repair Garage, Minor												S	C		C	C	page 320
Auto Sales Showroom												S	P	S	P	P	page 320
Auto Smog Check												C	C		C	C	page 321
Auto Title Loan											S	S	S		C	C	page 321
Automobile Rental												S	S		S	C	page 322
Automobile Repossession Agency												C	C		C	C	page 322
Bailbond Service												S	S		P	P	page 322
Bakery, Retail											A	P	P	S	P	P	page 322
Banquet Facility *(Ord. 6067 11/16/11)*												P	P	A	P	P	page 322
Bed & Breakfast Inn	S	S	S	S	S	S	S	S		S							page 323
Beer/Wine/Cooler Cultural Establishment												S	S		S	S	page 323
Beer/Wine/Cooler Off-Sale Establishment												S	S		S	S	page 323

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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-PB	C-M	M	Additional Information
Beer/Wine/Cooler On- and Off-Sale Establishment												S	S		S	S	page 324
Beer/Wine/Cooler On-Sale Establishment												S	S		S	S	page 325
Billiard Parlor or Pool Hall												S	P		P	P	page 326
Blood Plasma Donor Center													S		S	S	page 326
Boarding or Rooming House							P	P							S		page 326
Boat & Trailer Dealership (New and Used)												S	S		C	C	page 326
Building & Landscape Material/Lumber Yard												S	C		P	P	page 326
Building Maintenance Service and Sales												S	C	S	P	P	page 326
Bus Charter Service & Service Facility															P	P	page 326
Business School											P	P	P	P	P	P	page 327
Car Wash, Full Service or Auto Detailing												S	C		C	C	page 327
Car Wash, Self-Service												S	C		C	C	page 327
Catering Service												P	P	P	P	P	page 327
Cemetery/Mausoleum	C	C											C		C	C	page 327
Check Cashing Service, Limited											C	C	C	C	C	C	page 327
Child Care – Family Home	P	P	P	P	P	P	P	P	P								page 328
Child Care – Group Home	S	S	S	S	S	S	S	S	S								page 328
Child Care Center	S	S					S	S	S	C	C	P	P	P	P	P	page 328
Church/House of Worship	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	page 328
Cleaners, Commercial/Industrial													S	S	P	P	page 329
Clinic												P	P	P	P	P	page 329
Cold Storage Plant													P		P	P	page 329
College, University, or Seminary											S	P	P	P	P	P	page 329
Commercial, Other than Listed												S	P	S	P	P	page 329
Commercial Recreation/Amusement (Indoor)											S	P	P	P	P	P	page 329
Commercial Recreation/Amusement (Outdoor)													P		P	P	page 330
Community Center, Private (Accessory)	C	C	C	C	C	C	A	A	C								page 330
Community Recreational Facility (Public)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	page 330
Community Residence (including Family Community Residence and Transitional Community Residence)	C	C	C	C	C	C	C	C	C		C	C	C				page 330
Condominium					P	P	P	P		C	C	C	C				page 331
Construction Material Supply Yard															P	P	page 332
Contractor's Plant, Shop & Storage Yard															P	P	page 332

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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-PB	C-M	M	Additional Information
Convalescent Care Facility/Nursing Home	S	S	S	S		S	S	S				S	S	P			page 332
Convenience Store											A	C	C	S	C	C	page 332
Convent or Monastery							P	P									page 332
Copy Center										P	P	P	P	P	P	P	page 332
Country Club, Private	S	S	S	S		S	S	S	S	S	P	P	P		P	P	page 332
Crematory													C		C	C	page 333
Crop Production	P	P															page 333
Custodial Institution															S	S	page 333
Custom & Craft Work												S	C	P	P	P	page 333
Daily Labor Service												S	S		S	S	page 333
Delivery and Service Vehicle Storage													S	S	P	P	page 333
Desktop Publishing										P	P	P	P	P	P	P	page 334
Dry Cleaners											S	P	P	S	P	P	page 334
Electric Generating Plant													S	S	S	S	page 334
Electric Utility Substation	S						S	S			S	P	P	P	P	P	page 334
Electrical, Watch, Clock, Jewelry & Similar Repair											A	P	P	S	P	P	page 334
Emergency Ambulance Services, Ground												S	P	P	P	P	page 334
Employment Agency										P	P	P	P	P	P	P	page 334
Environmentally Hazardous Materials																P	page 334
Escort Bureau												S	S		P	P	page 335
Facility for Transitional Living for Released Offenders							S	S									page 335
Facility to Provide Testing, Treatment, or Counseling for Drug or Alcohol Abuse												S	S		C	C	page 335
Financial Institution, General (with Drive-Through)											C	C	C	C	C	C	page 336
Financial Institution, General (without Drive-Through)											P	P	P	P	P	P	page 336
Financial Institution, Specified											S	S	S		C	C	page 336
Food Processing													C		P	P	page 337
Fraternity, Sorority House or Private Dorm							S	S									page 337
Gaming Establishment, General Business-Related												S	S	S	S	S	page 337
Gaming Establishment, Non-restricted												S	S		S	S	page 337
Gaming Establishment, Restricted												A	A	A	A	A	page 338
Garden Supply/Plant Nursery												C	C		P	P	page 338
General Personal Service											A	P	P	S	P	P	page 338

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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-PB	C-M	M	Additional Information
General Retail Store, Other Than Listed (3500 Square Feet or More)												P	P	S	P	P	page 338
General Retail Store, Other Than Listed (Less than 3500 Square Feet)											A	P	P	S	P	P	page 338
Golf Driving Range											S	P	P		P	P	page 338
Government Facility										P	P	P	P	P	P	P	page 339
Grocery Store												P	P	S	P	P	page 339
Gun Club, Skeet or Target Range, or Archery Club (Indoor)													S		P	P	page 339
Gun Club, Skeet or Target Range, or Archery Club (Outdoor)	S														S	P	page 339
Health Club											A	P	P	S	P	P	page 339
Heavy Machinery and Equipment (Rental, Sales & Service)															P	P	page 339
Heavy Machinery and Equipment (Storage)																P	page 339
Helipad											S	S	S	S	P	P	page 339
Home Occupation	H	H	H	H	H	H	H	H	H								page 339
Horse Corral or Stable (Commercial)	S	S										C	C		C	C	page 339
Horse Corral or Stable (Private)	C	C															page 340
Hospice		S					S	S		S	S	P	P		S		page 340
Hospital											S	C	P	P	P	P	page 340
Hotel, Motel or Hotel Suites												S	P	S	P	P	page 340
Hotel, Residence								S				S	S	S	P		page 340
Internet Cafe												C	C		C	C	page 340
Internet/Catalogue Sales Office										C	C	P	P		P	P	page 341
Jewelry Store, Class III												S	S		S	C	page 341
Jewelry Store, New												P	P		P	P	page 341
Keeping of Carrier or Racing Pigeons	S	S	S									S	S		S	S	page 341
Laboratory, Medical or Dental										A	A	P	P	P	P	P	page 341
Landfill																S	page 341
Laundry, Self-Service												P	P		P	P	page 342
Library, Art Gallery or Museum (Public)										P	P	P	P		P	P	page 342
Light Assembly & Fabrication												C	C	P	P	P	page 342
Liquefied Petroleum Gas Installation (288 Gallons or Less)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 342
Liquefied Petroleum Gas Installation (Over 288 Gallons)												S	S	S	S	S	page 343
Liquor Establishment (Tavern)												S	S	S	S	S	page 343
Livestock Farming (Bovines/Horses)	C	C															page 344

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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-PB	C-M	M	Additional Information
Manufactured Home (Not Qualifying for Treatment as Single Family Detached Dwelling)									P								page 344
Manufactured Home (Qualifying for Treatment as Single Family Detached Dwelling)	C	C	C	C	C	C	C	C									page 344
Manufacturing, Heavy															S	P	page 345
Manufacturing, Light														P	P	P	page 345
Martial Arts Studio												P	P		P	P	page 345
Massage, Accessory										A	A	A	A	A	A	A	page 345
Massage Establishment												S	S	S	S	C	page 345
Mining, Sand & Gravel Excavation	S														S	S	page 346
Mini-Storage Facility												S	C		C	C	page 346
Mixed-Use							S	S		S	S	C	C	S			page 347
Mobile Home									P								page 347
Mobile Home Park									C								page 347
Monorail	S	S	S	S		S	S	S	S	S	S	S	S	S	S	S	page 348
Mortuary or Funeral Chapel												S	P		P	P	page 348
Motor Vehicle Sales (New)													C		C	C	page 348
Motor Vehicle Sales (Used)													S		C	C	page 349
Motorcycle/Motor Scooter Sales												S					page 349
Mounted Antenna of 15 Feet or Less (Ultimate Height)	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	page 349
Mounted Antenna over 15 Feet (Ultimate Height)	S	S	S	S	S	S	S	S	S	S	S	S	P	S	P	P	page 349
Multi-Family Residential							P	P									page 349
Museum, Art Display, or Art Sales (Private)										S	P	P	P	P	P	P	page 350
Night Club												S	P	S	P	P	page 350
Office, Medical or Dental										P	P	P	P	P	P	P	page 350
Office, Other than Listed										P	P	P	P	P	P	P	page 350
Off-Premise Sign												S	S	S	S	S	page 350
Open Air Vending/ Transient Sales Lot												C	C		C	C	page 350
Outcall Entertainment Referral Service												S	S		P	P	page 350
Outdoor Storage, Accessory												C	C	C	C	C	page 350
Package Liquor Off-Sale Establishment												S	S		S	S	page 351
Parking Lot/Sidewalk Sale												T	T	T	T	T	page 351
Parking, Commercial										C	S	P	P	P	P	P	page 352
Pawn Shop												S	S		S	C	page 352

P - Permitted	A - Accessory	C - Conditional
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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-PB	C-M	M	Additional Information
Pawn, Auto															S	C	page 352
Pet Boarding												C	C		C	C	page 353
Pet Shop												C	C		C	C	page 353
Post Office, Local Service										P	P	P	P	P	P	P	page 353
Post Office, Regional													P	P	P	P	page 354
Printing & Publishing														P	P	P	page 354
Private Club, Lodge or Fraternal Organization											S	P	P		P	P	page 354
Private Sports Arena, Stadium or Track													S		S	P	page 354
Private Street	C	C	C	C	C	C	C	C	C								page 354
Psychology Practice										P	P	P	P	P	P	P	page 355
Public or Private School, Primary	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	page 355
Public or Private School, Secondary	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	page 355
Public Park or Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	page 355
Radio Broadcasting											P	P	P	P	P	P	page 355
Radio, TV or Microwave Communication Tower											S	S	S	S	S	P	page 355
Rail/Transit Yard or Shop																P	page 355
Recording Studio												S	P	S	P	P	page 356
Recreational Vehicle and Boat Storage												S	C		C	C	page 356
Recycling Collection Center															C	C	page 356
Rental Store (with Outside Storage)													S		P	P	page 356
Rental Store (without Outside Storage)												P	P		P	P	page 356
Rescue Mission or Shelter for the Homeless													S		S	S	page 357
Restaurant with Service Bar											S	S	S	S	S	S	page 357
Restaurant, 2000 sq. ft. or more (with Drive-Through)												C	C		C	C	page 357
Restaurant, 2000 sq. ft. or more (without Drive-Through)											A	P	P	P	P	P	page 357
Restaurant, Less than 2000 sq. ft. (with Drive-Through)												C	C		C	C	page 358
Restaurant, Less than 2000 sq. ft. (without Drive-Through)											A	P	P	S	P	P	page 358
Retail Establishment with Accessory Package Liquor Off-Sale												S	S		S	S	page 358
Salvage or Reclamation of Products (Indoor)														S	P	P	page 359
Salvage or Reclamation of Products (Outdoor)																C	page 359

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-PB	C-M	M	Additional Information
Satellite Dish	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 359
Seasonal Outdoor Sales										T		T	T	T	T	T	page 360
Secondhand Dealer												S	S		C	C	page 360
Senior Citizen Apartments							C	C				S					page 360
Service Station (with Incidental Automotive Repair)												S	S		C	C	page 361
Service Station (without Automotive Repair)												C	C		C	C	page 361
Sex Offender Counseling Facility												S	S		C	C	page 362
Sexually Oriented Business															C	C	page 362
Shopping Center												P	P		P	P	page 364
Short-Term Residential Rental	C	C	C	C	C	C	C	C	C								page 364
Single Family, Attached				P	P	P	P	P									page 364
Single Family, Detached	P	P	P		P	P	P	P	P								page 365
Single Family, Zero Lot Line				C	C												page 365
Single Room Occupancy Residence													S		P		page 365
Slaughtering and Processing of Live Poultry												S	S		S	P	page 365
Small Wind Energy System		C	C			C	C	C		C	C	C	C	C	C	C	page 365
Social Event with Alcoholic Beverage Sales										S	S	S	S	S	S	S	page 367
Social Service Provider											S	S	S		S	S	page 367
Solar Panel	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 367
Sound Stage												S	S		S	S	page 367
Supper Club											S	S	S	S	S	S	page 368
Swap Meet												S	S		C	C	page 368
Tattoo Parlor/Body Piercing Studio													S		P	P	page 369
Tavern-Limited Establishment												S	S	S	S	S	page 369
Taxicab/Limo Yard															P	P	page 369
Teen Dance Center												C	C		C	C	page 369
Temporary Contractor's Construction Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	page 369
Temporary Outdoor Commercial Event	T	T										T	T	T	T	T	page 369
Temporary Real Estate Sales Office	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 369
Tennis Courts, Accessory	C	C	C	C	C	C	C	C	C		C	C	C				page 370
Thriftshop												S	S		C	C	page 370
Thriftshop, Nonprofit												S	S		S	C	page 370
Time-Share Development													C				page 370
Towing & Impound Yard															C	C	page 371

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-PB	C-M	M	Additional Information
Towing Service (with No Storage)													S		P	P	page 371
Townhouse					P		P	P									page 371
Trade School											C	P	P	P	P	P	page 371
Trailer/RV Camp or Park												S	S		S	P	page 371
Transit Passenger Facility												C	C		P	P	page 371
Truck Rental													S		P	P	page 372
Trucking Company													S		P	P	page 372
Tutoring Center										C	C	C	C		C	C	page 372
TV Broadcasting & Other Communication Service											S	S	S	S	P	P	page 372
Two-Family Dwelling						P	P	P									page 372
Urban Lounge												S	S		S	S	page 372
Utility Installation, Other Than Listed	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	page 373
Utility Transmission Lines	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 373
Valet Parking											C	C	C		C	C	page 373
Vehicle Parking, Storage or Repair in Residential Zoning Districts	C	C	C	C	C	C	C	C	C								page 373
Warehouse/Distribution Center														S	P	P	page 375
Wedding Chapel												P	P		P	P	page 375
Welding Repair															P	P	page 375
Wholesale Showroom Facility													P	S	P	P	page 376
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	S	page 376
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	C	page 376
Wireless Communication Facility, Stealth Design	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 377

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.

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. 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 is reduced to 100 feet from property line to property line.
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 designed to have a minimum size of 1200 square feet and no more than 5000 square feet of floor space, exclusive of warehouse and office area, devoted to the display of merchandise, 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. 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.

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.

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.

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.

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.

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.

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 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. Does 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 6:00 a.m. and 10:00 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 6:00 a.m. and 10:00 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.

(Ord. 6170 § 7, 12/07/11)

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 19.12.120.

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. 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) does 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.

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. 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 that extends the full length and width of the vehicle;
      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 that extends the full length and width of the vehicle; 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 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 that extends the full length and width of the vehicle;

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 that extends the full length and width of the vehicle; 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 that extends the full length and width of the vehicle; 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 RESTRICTIONS FOR CD-O DISTRICT 19.12.080

A. 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.

USE RESTRICTIONS FOR P-O AND 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. 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. Of -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 of -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 f fty-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

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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 or height.

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.

19.16

Applications & Procedures

Unified Development Code

Title 19

19.16
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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 f ood 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 fi refighting, 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:

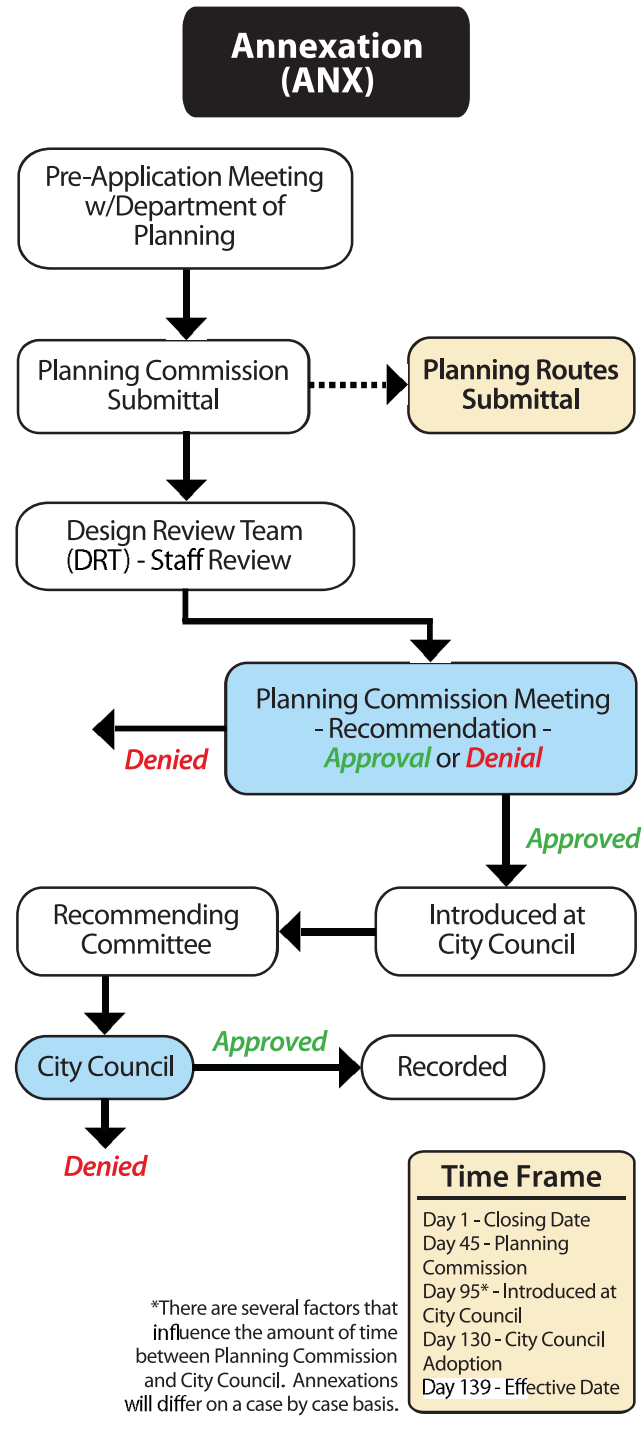
i. Developed. The annexed territory, if developed, shall be classified with the same zoning classification that was in effect on the property prior to annexation or the nearest comparable classification.

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 classif cation 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 dif erent 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.

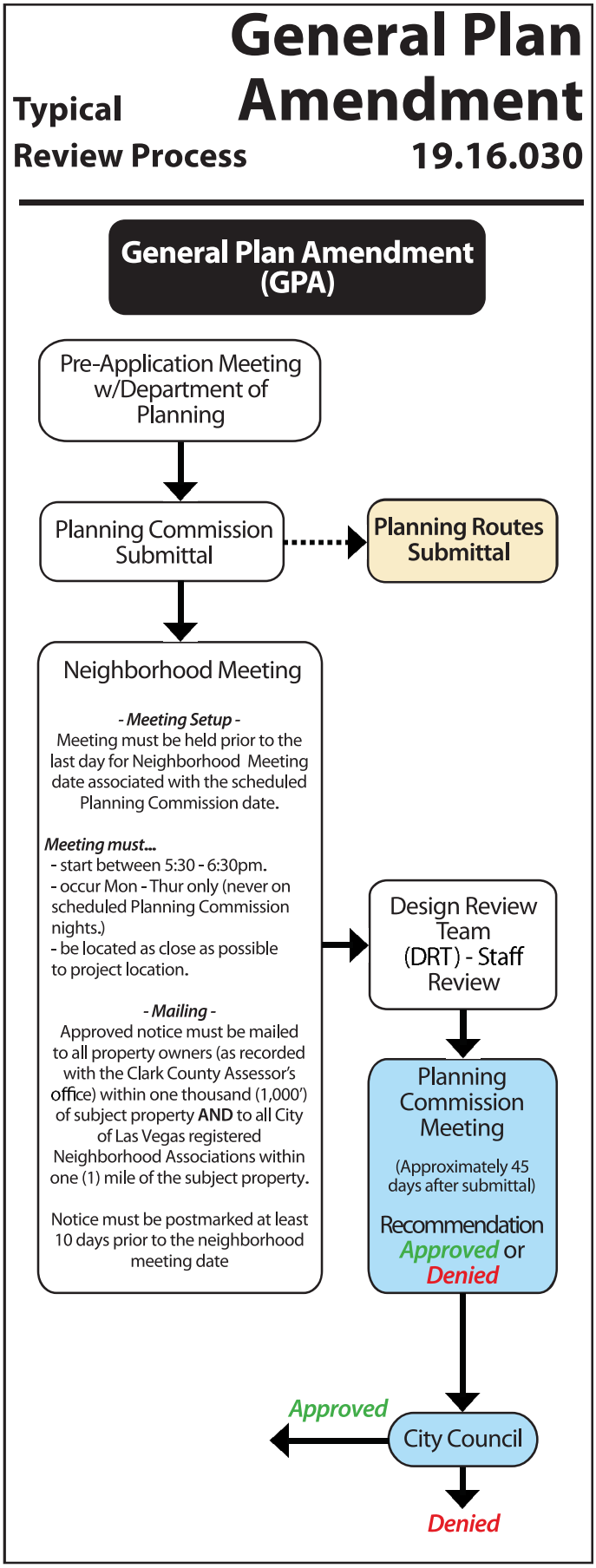
C. Application

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 19.16.010(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.

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

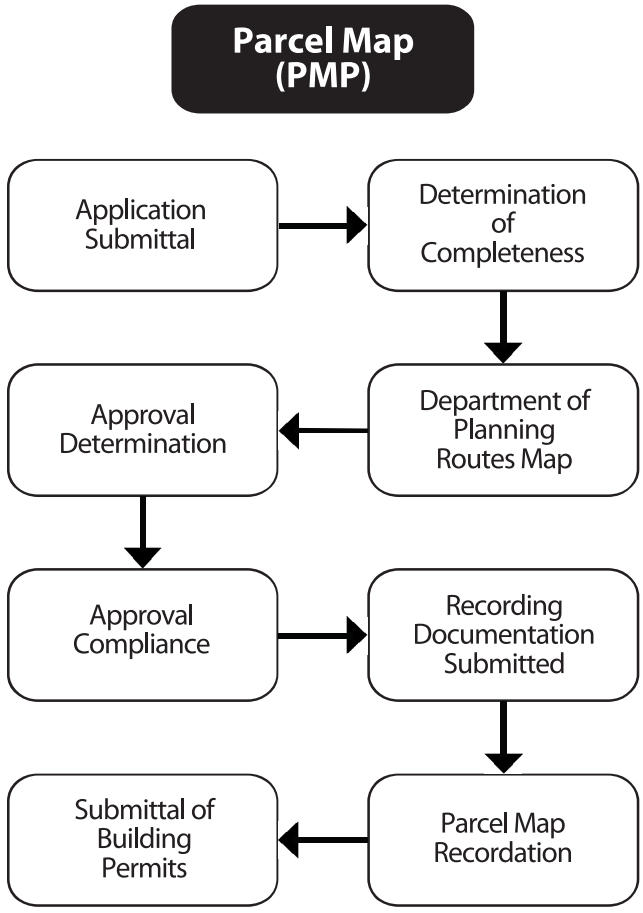
The Director, in conjunction with the Director of Public Works, shall determine whether or not a parcel map complies with this Section. Upon determining, pursuant to this Section, that all conditions and requirements have been met and that all appropriate certification signatures are complete, the Director 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.

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).

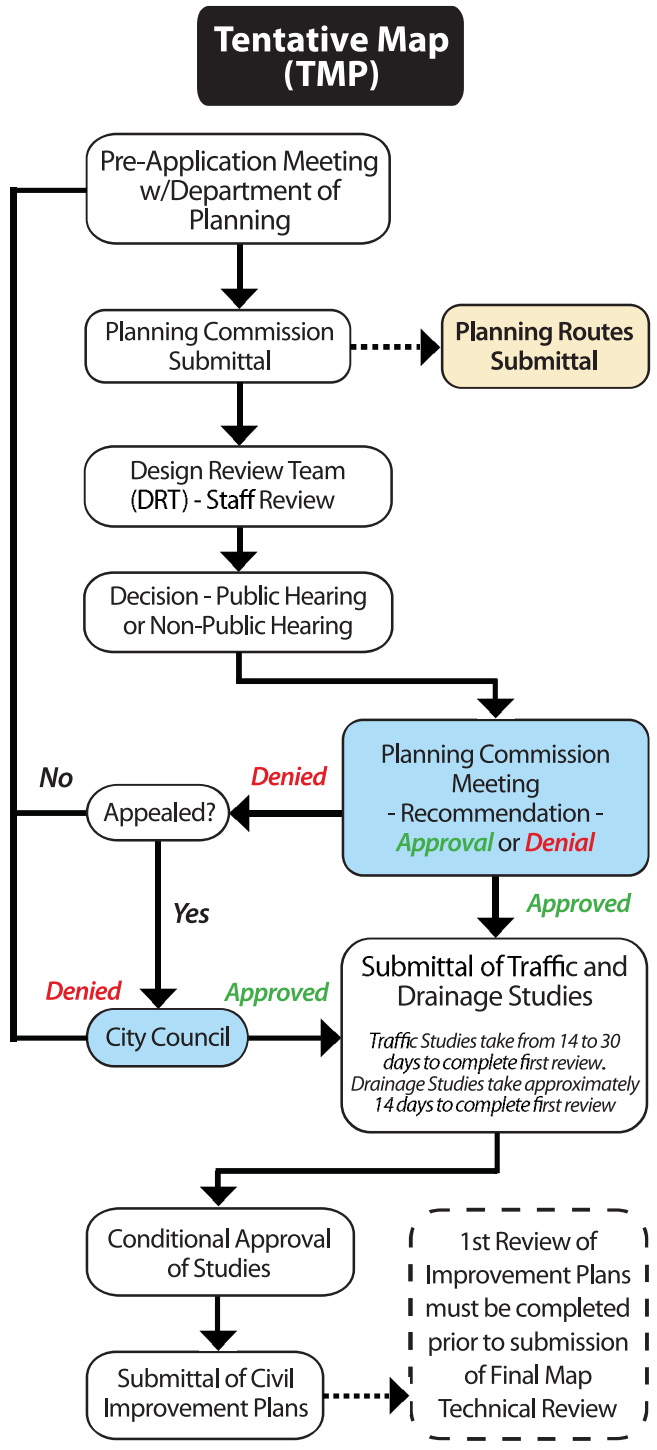
2. In cases where approval of a rezoning or a site development plan review by the City Council is necessary before a tentative map can be approved:

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. Four years following the date of approval of the tentative map;

   b. Two years following the date of approval of a previously-recorded final map covering a portion of the tentative map; or

   c. Two years 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 four following the date of approval of the tentative map. Subsequent final maps must be approved and recorded within two years 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:

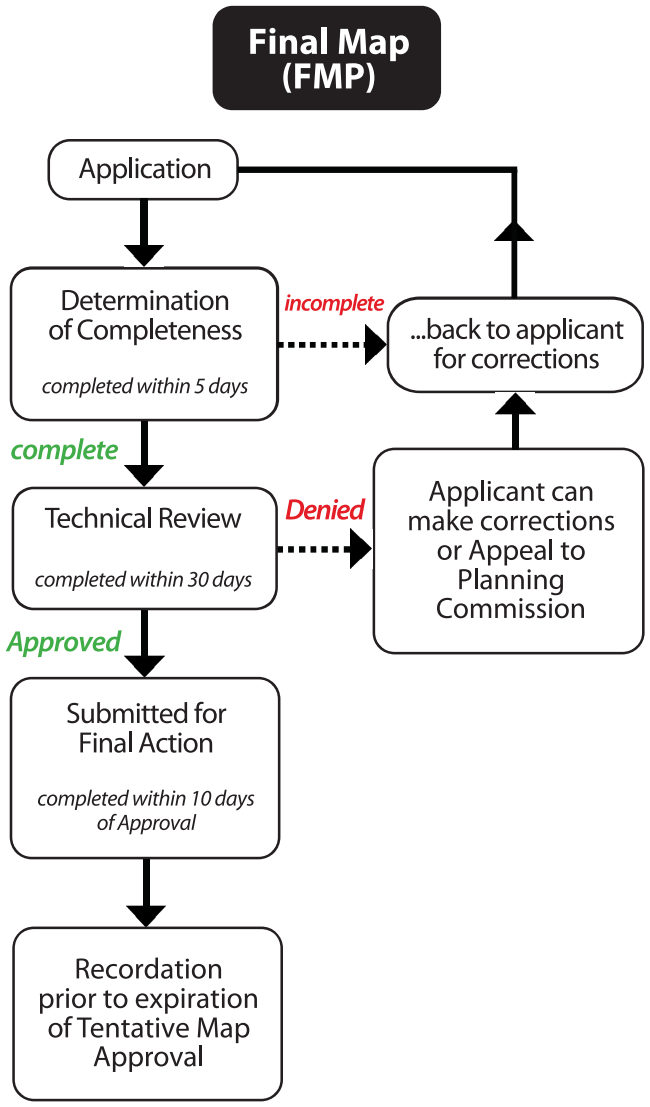
        i. A drainage plan and technical drainage study is not required or that the required plan and study have been approved by the Department of Public Works; and

        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 f led 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 specif cations 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.

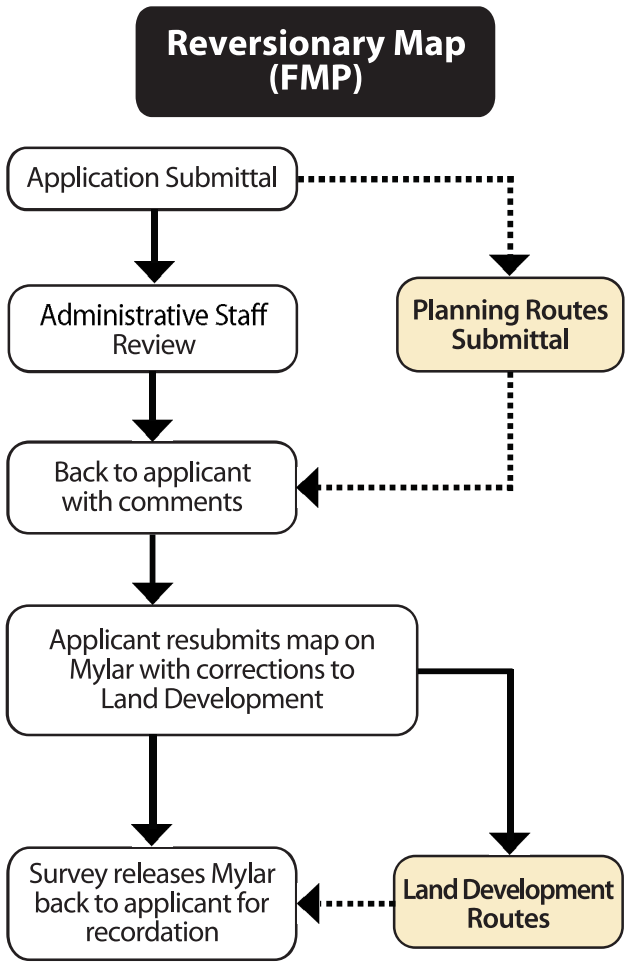
D. Final Map of Reversion – Preparation

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).

Typical Review Process

Reversionary Map 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

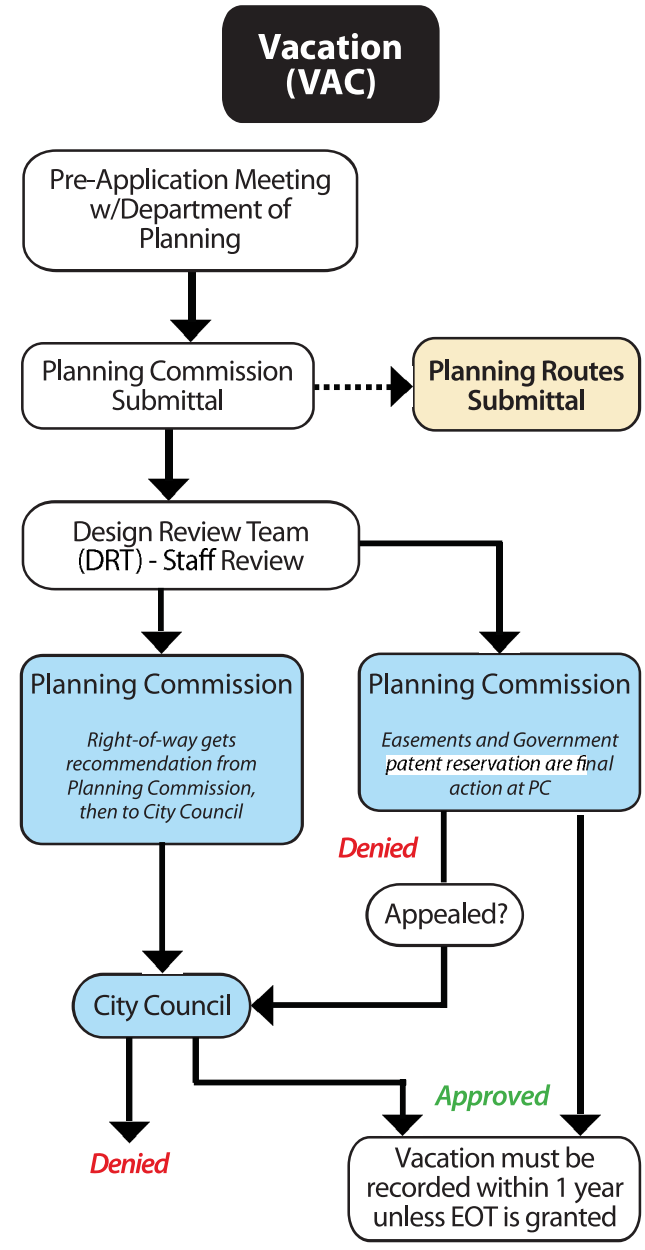
In order to provide sufficient time for the necessary investigation by the Planning Commission and its Secretary and agents, a petition for vacation must be filed with the Secretary of the Planning Commission a minimum of thirty days prior to the date of the meeting of the Planning Commission at which 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 ef ective 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.

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 40 acres.

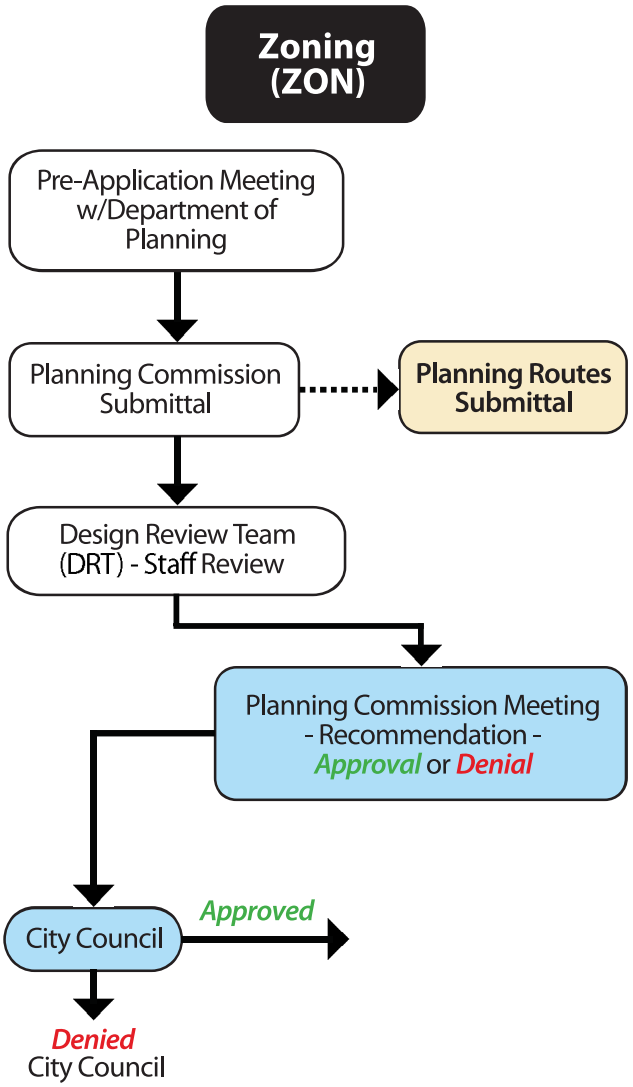
E. Application - General

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)

Rezoning

Typical Review Process **19.16.090**



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

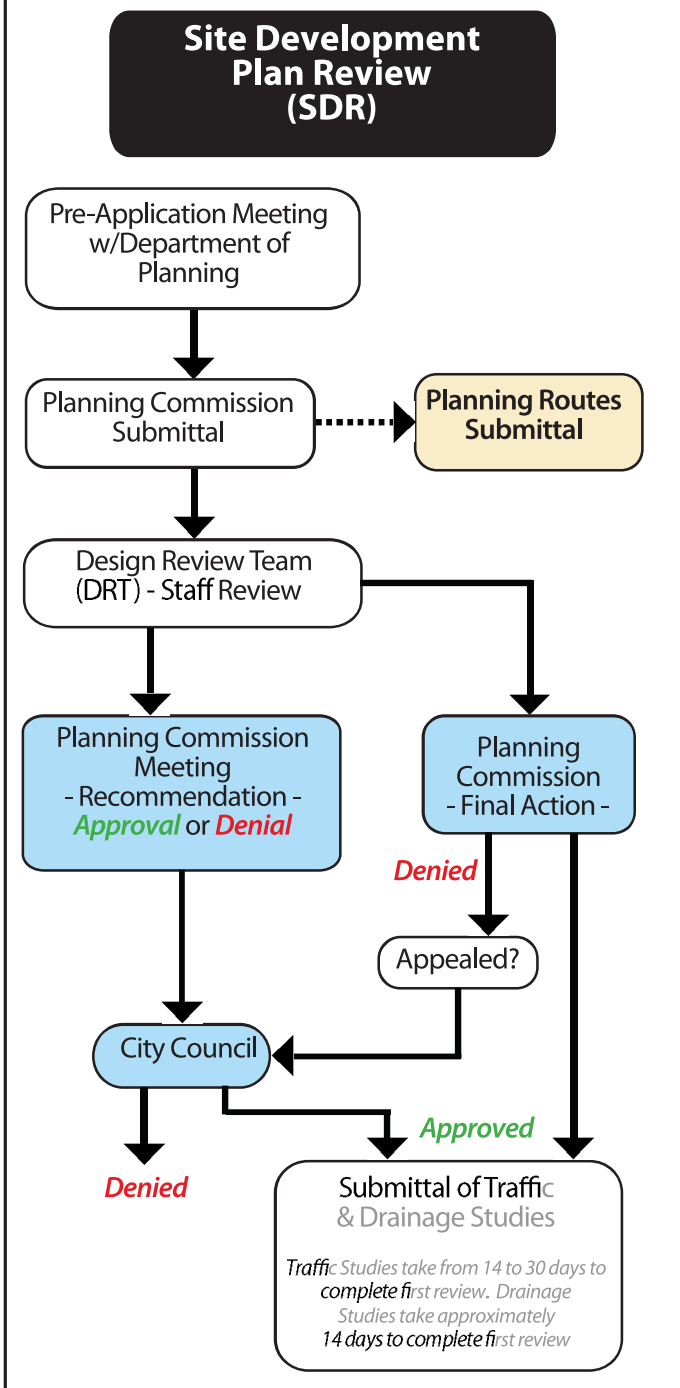
The purpose of the Site Development Plan Review process is to ensure that each development:

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

Site Development Plan
Typical Review Process 19.16.100



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 f nish 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 may 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.

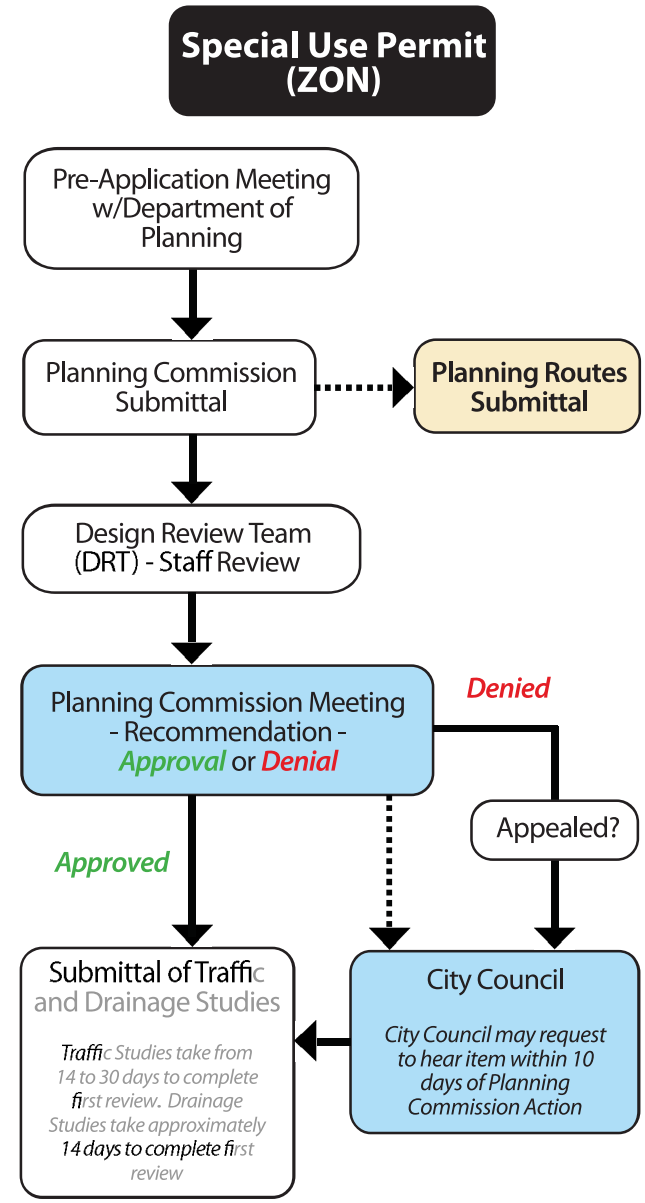
C. Application

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

Special Use Permit
Typical Review Process
19.16.110



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.

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:

1. Three percent regarding the Connectivity Ratio requirement and

2. Ten percent regarding the following:

a. Front, rear and side yard building setbacks;

b. Wall heights;

c. Accessory structure setbacks and heights;

d. Planting areas and materials; and

e. Loading and stacking spaces.

C. Eligibility to Apply

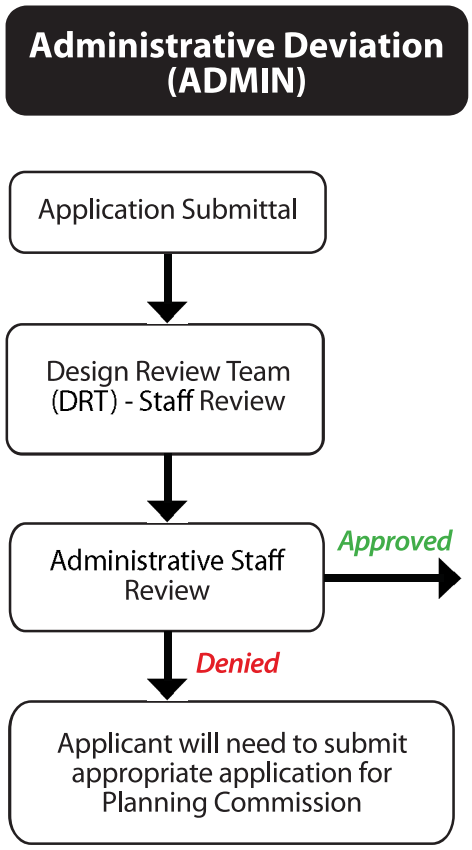
1. No application for an Administrative Deviation regarding a building setback may be submitted unless:

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

Typical Review Process

Administrative Deviation 19.16.120



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; 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.

19.16.130

WAIVER

A. Purpose

The purpose this Section is to establish a procedure to allow for modif cations 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

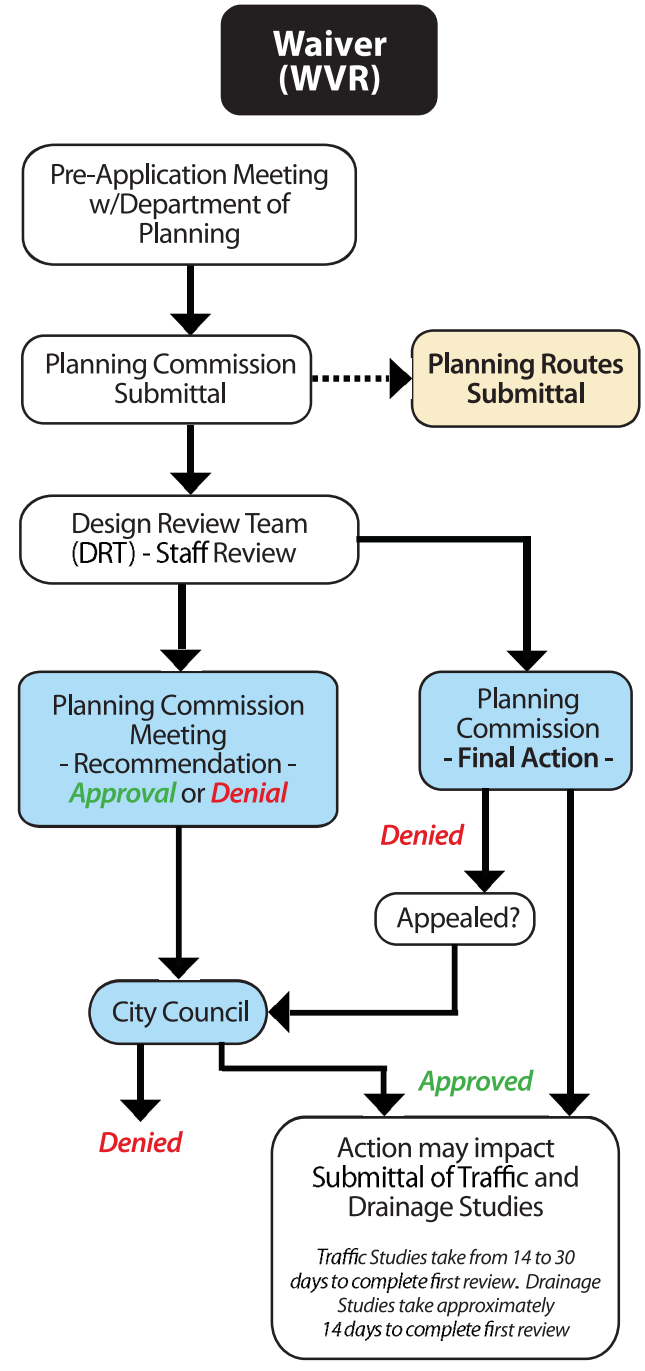
The applicant for a Waiver shall schedule and hold a pre-application conference with the Department prior to the submittal of an application. An application for a Waiver shall be filed with the Department in connection with a Site Development Plan Review or Special Use Permit, or as a stand-alone item 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

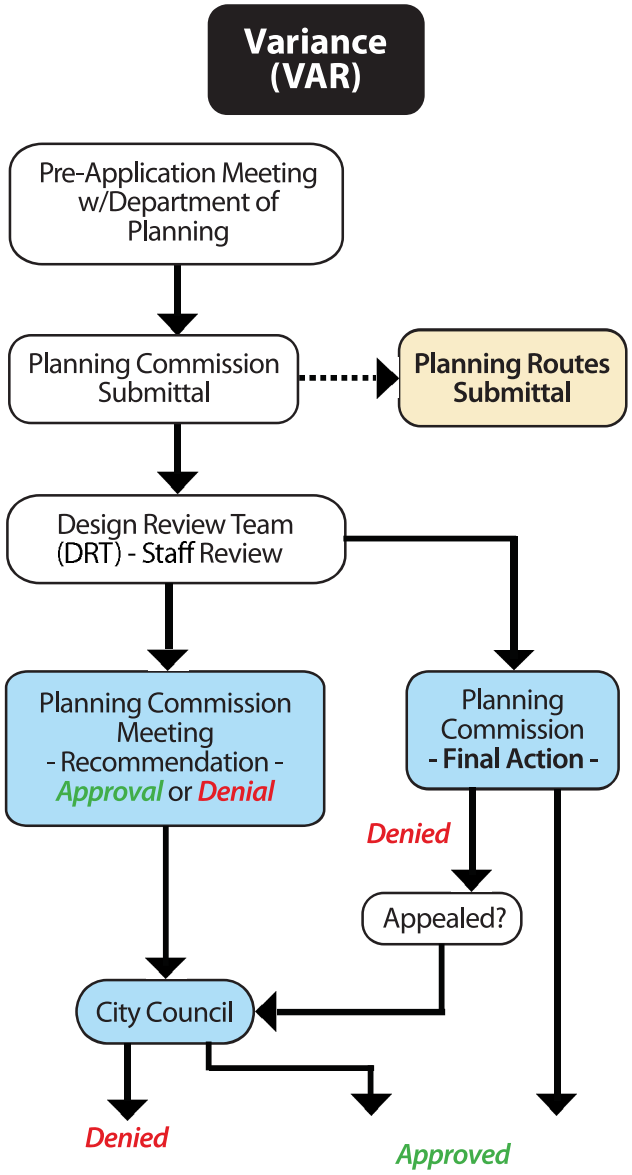
An application for a Variance shall be made on a form provided by the Department. This application shall be filed at the office of the Department. The application shall be signed, notarized and acknowledged by the owner of record of the property for which the Variance is sought; provided however, that:

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.

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

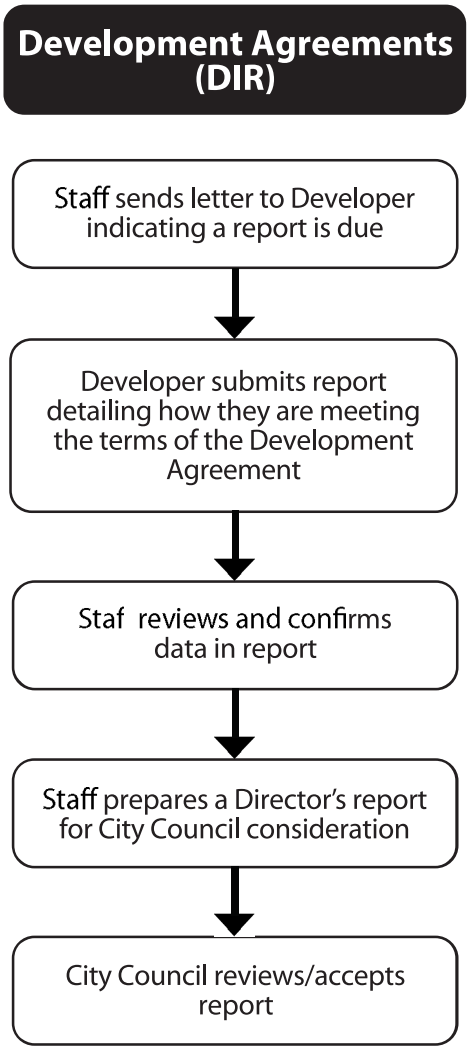
Subject to review and input from other City departments, the Department shall be responsible for applying, administering and enforcing the provisions of this subchapter including the negotiation and enforcement of development agreements.

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.

Typical Review Process

Development Agreement 19.16.150



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:

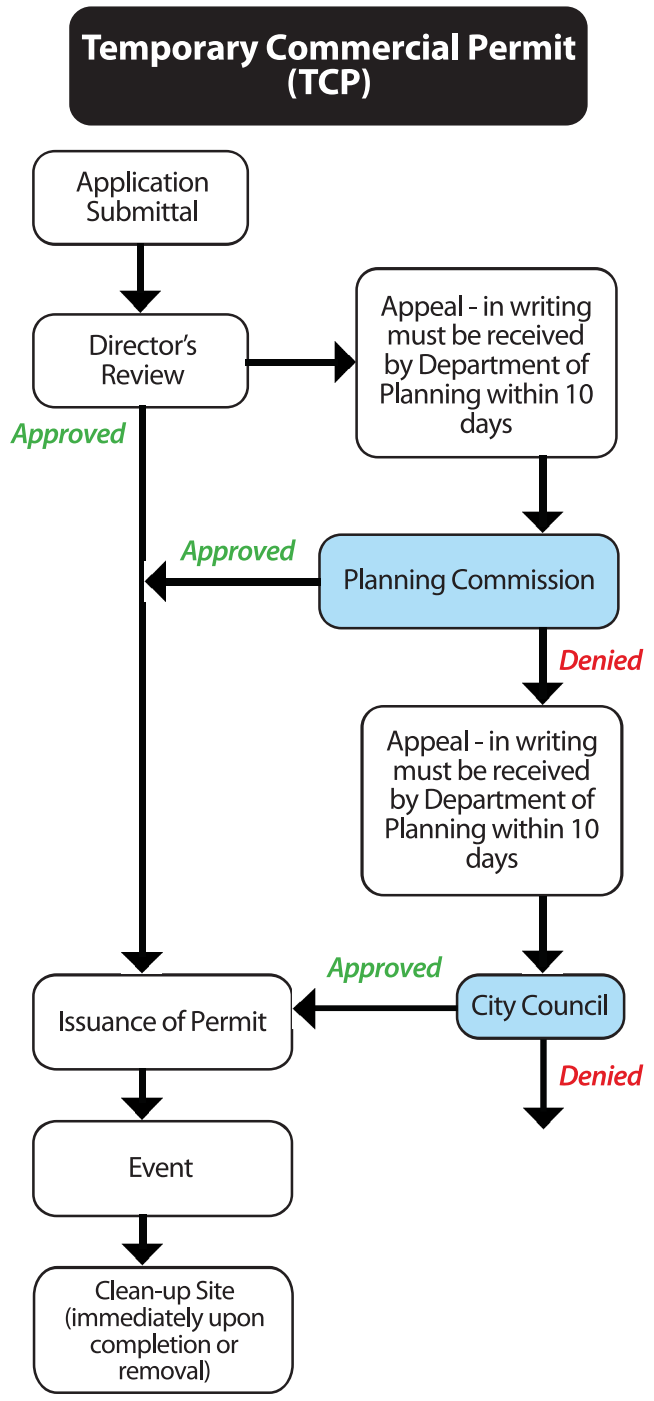
a. Takes place on the same site as, and is in conjunction with, the operation of an established commercial business with a valid business license for that site; and

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 than 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.

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:

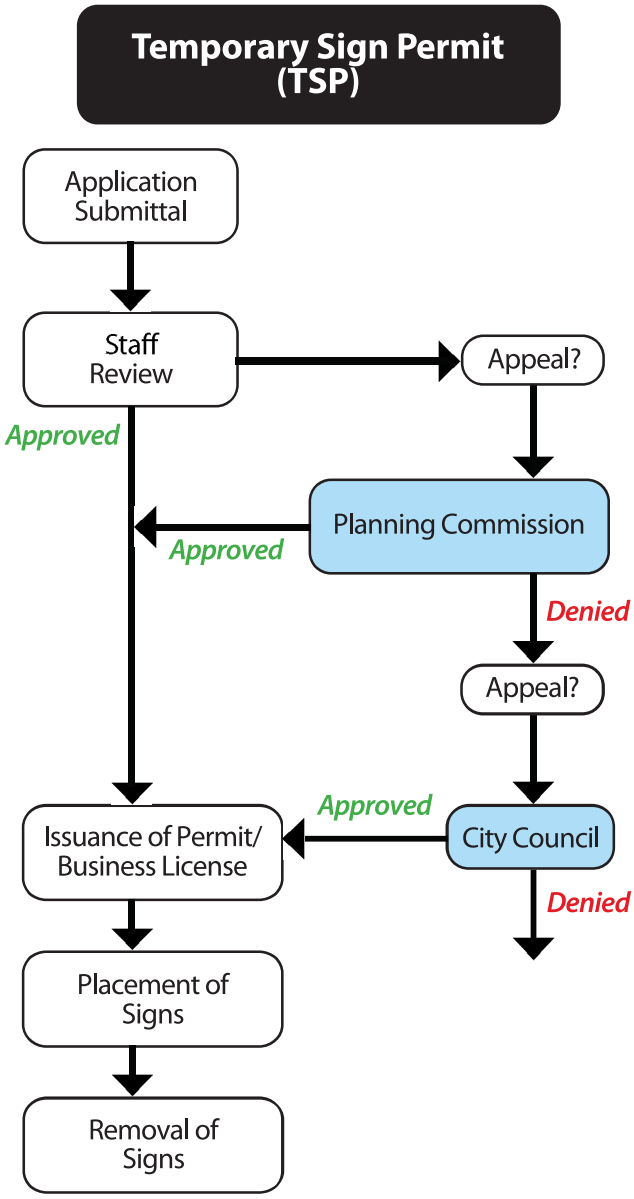
1. The proposed temporary signage is compatible with existing signage and land uses on the same property and on surrounding properties;
2. The subject site is physically suitable for the type and intensity of the temporary signage being proposed;
3. The temporary signage meets all applicable standards 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.
5. The application does not exceed the time limit limitations, if any, established for a given type of temporary signage authorized by 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.

Temporary Sign Permit

Typical Review Process **19.16.170**



E. Conditions of Approval

In approving a Temporary Sign Permit, the Director (or, 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

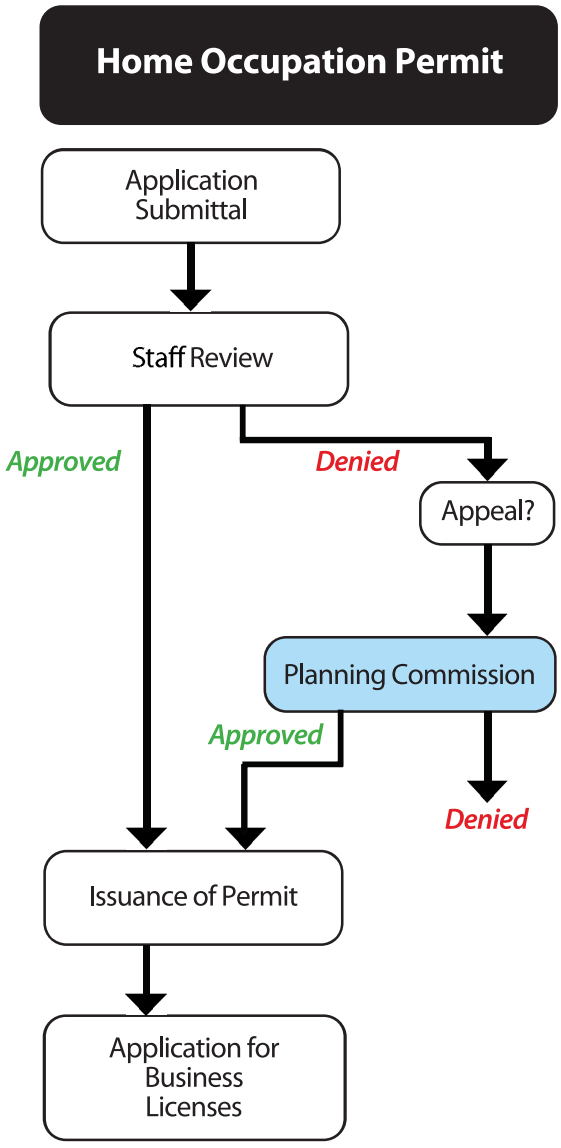
An application for a Home Occupation Permit shall be filed with the Director. The application shall contain sufficient information and detail to enable the Director to determine the appropriateness of issuing a permit under this Section. If the Home Occupation is to be conducted by the tenant of property 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.

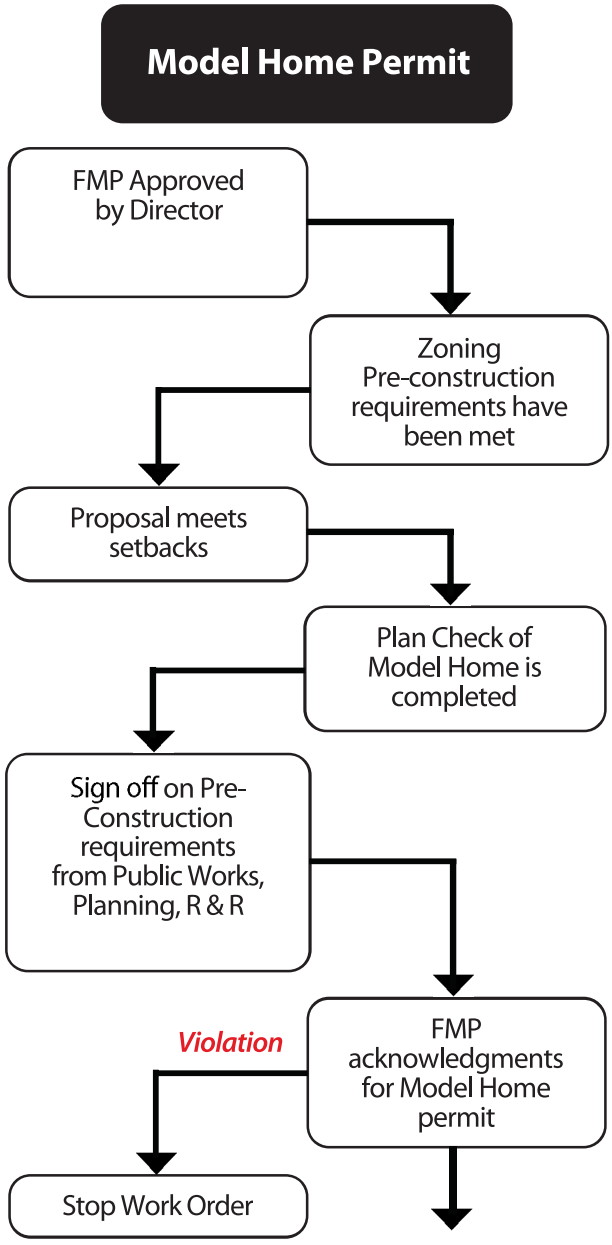
   b. The permitted model homes will not be sold or occupied for residential purposes until the final map has been recorded.

   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

Typical Review Process

Model Home Permit 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 specif c 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.

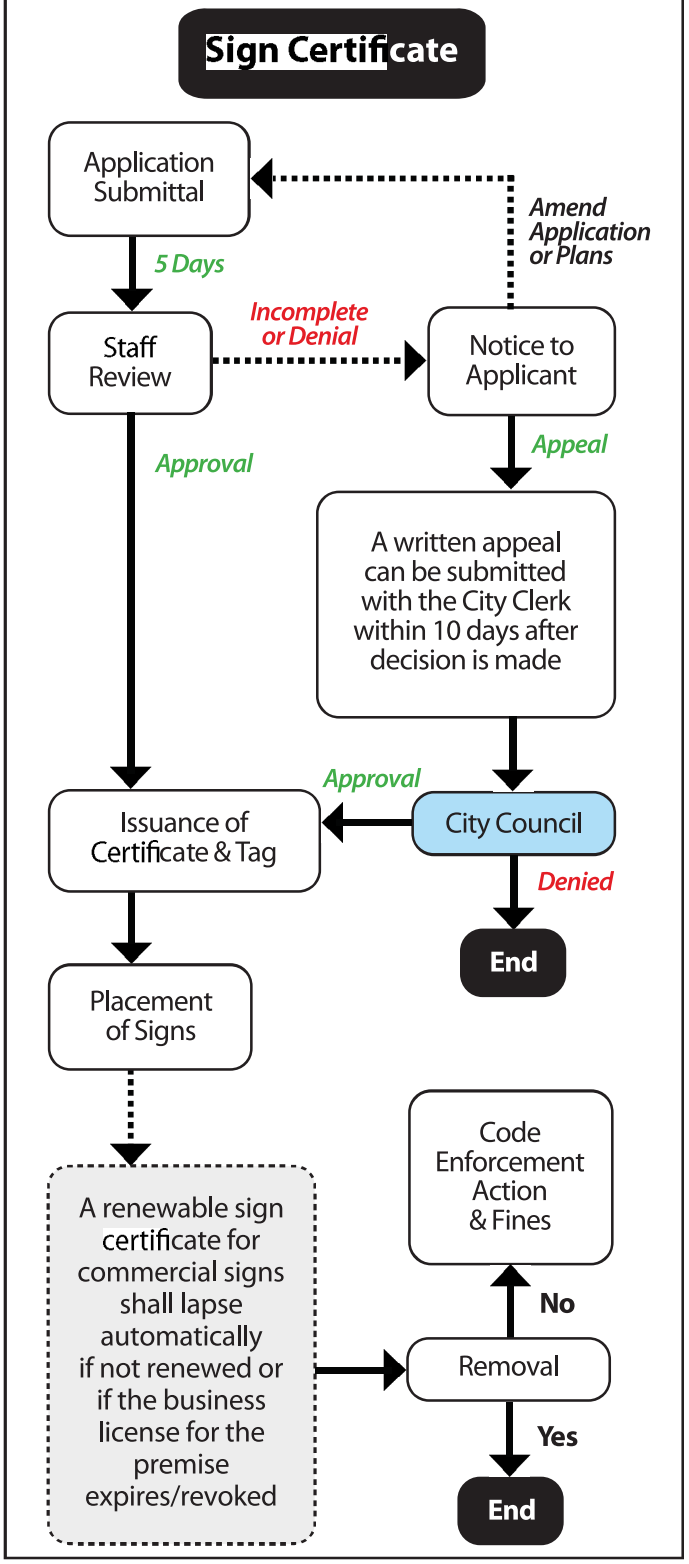
5. Any sign that is the subject of an application received after the effective date of this Title, or any amendment thereto, shall be subject to all the provisions of this Section and shall not be subject to the nonconforming sign protections described in LVMC 19.14.080. For any sign on property annexed 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.

19.16.210

MAINTENANCE DISTRICTS

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:

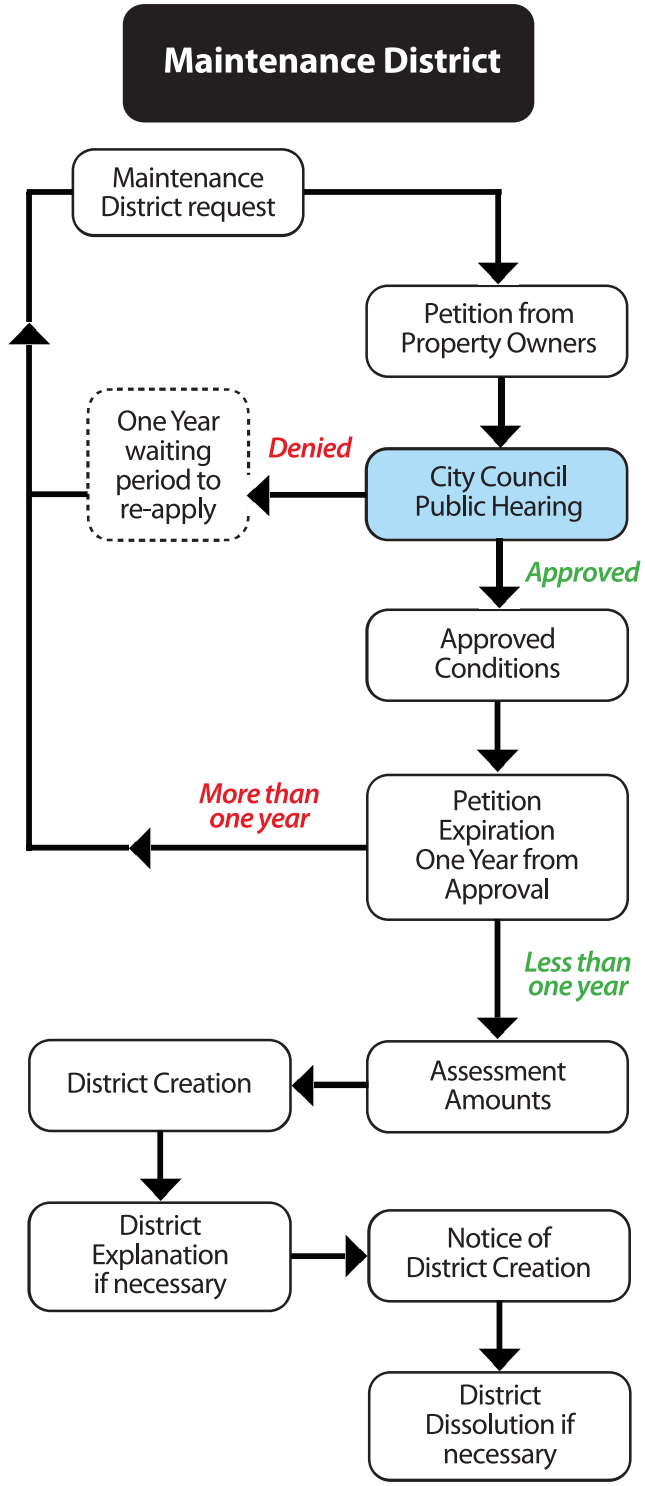
1. Landscaping;
2. Public lighting;
3. Security walls; or
4. Trails, parks and open space that provide a substantial public benefit or are required by the City for the primary use of the public.

"Improvement plan" means the plan approved by the City which details the installation of the improvements proposed to be maintained within the maintenance district.

Typical Review Process

Maintenance Districts

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.

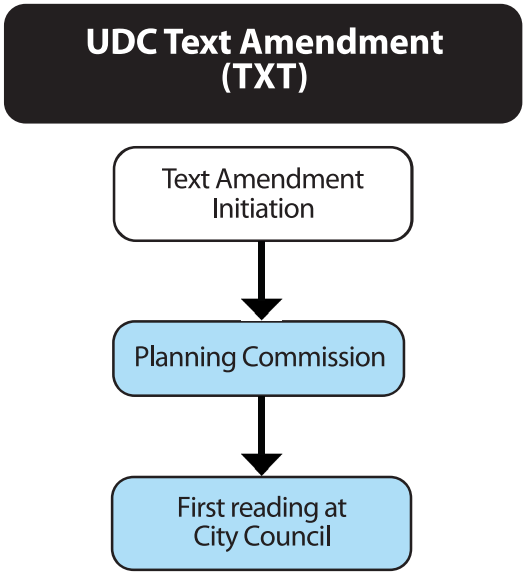
4. At the conclusion of the public hearing on the text amendment, the Planning Commission may recommend approval, approval with modification or disapproval of the amendment, or may hold the item in abeyance for further study.

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



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

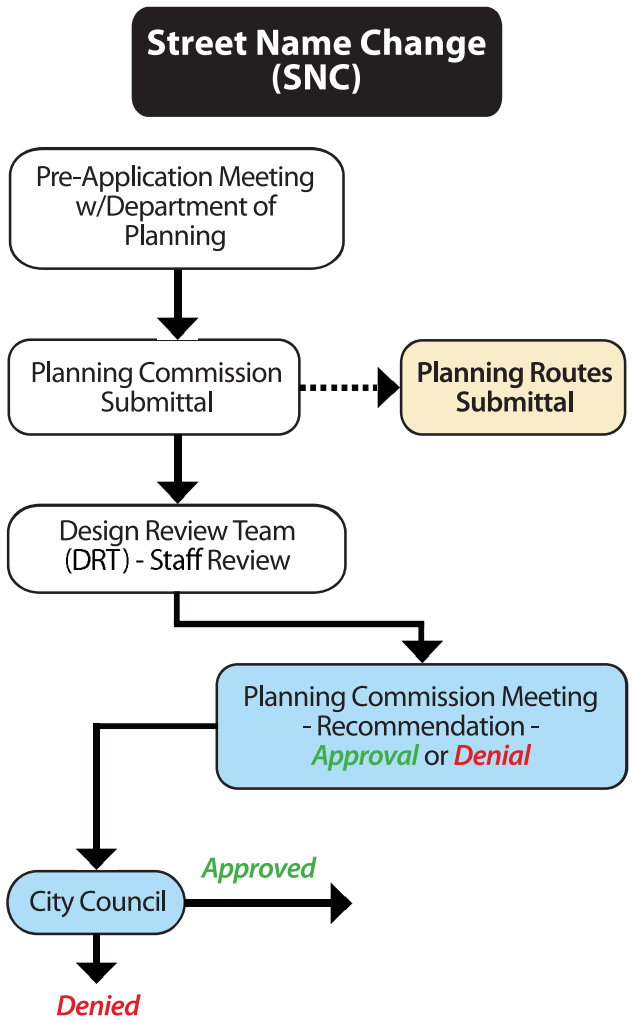
1. **Process and Review.** The Planning Commission shall hold a public hearing upon a completed application for Street Name Change following receipt of the petition.

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

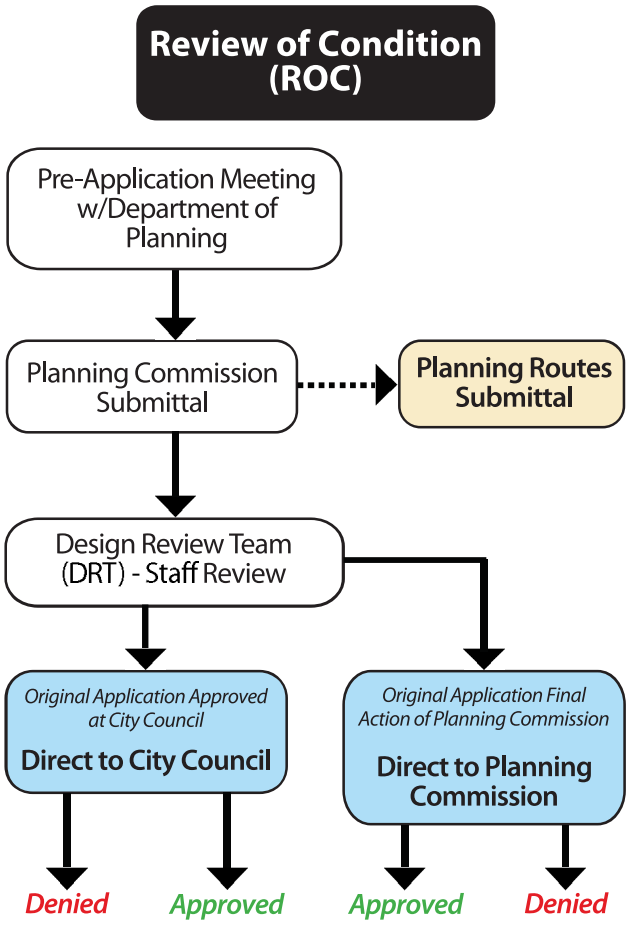
An application for Review of Condition shall be heard by the Planning Commission or City Council, depending on which body took final action to impose the condition or conditions being reviewed. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

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:

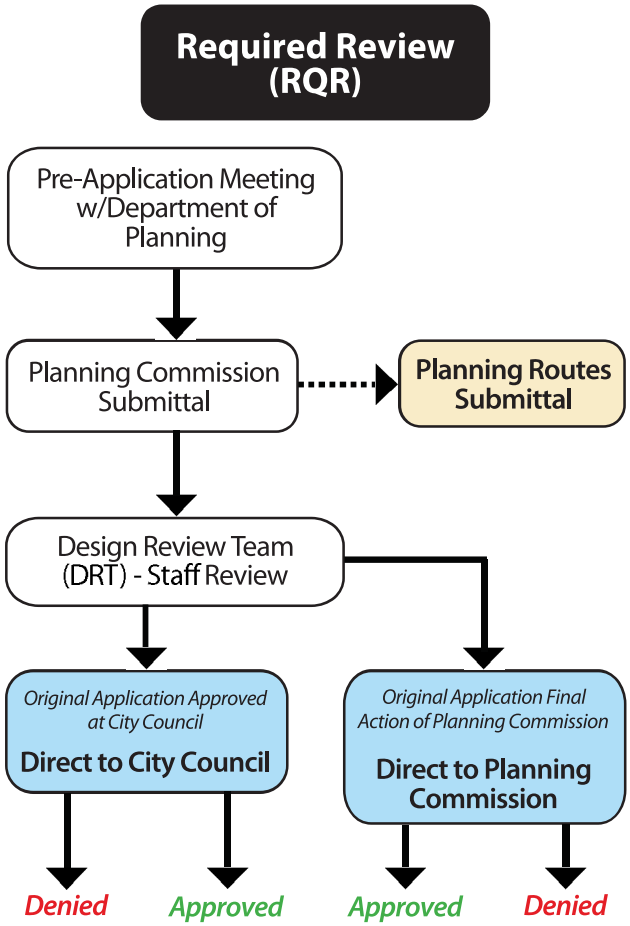
1. Publishing the notice in a newspaper of general circulation within the City; and

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

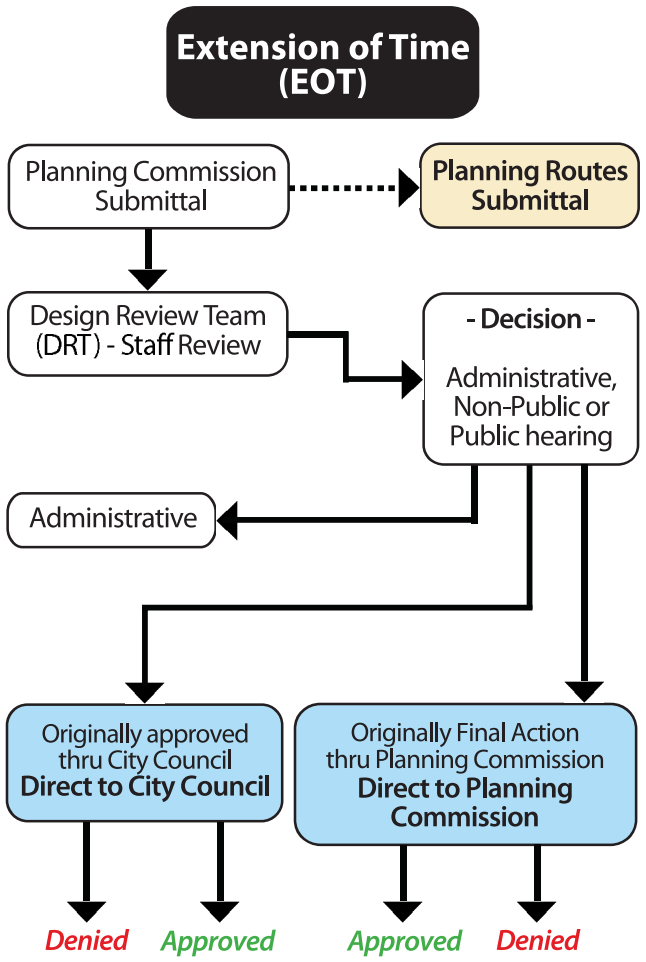
4. Denial of the extension of the previous approval.

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 nonresidential 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

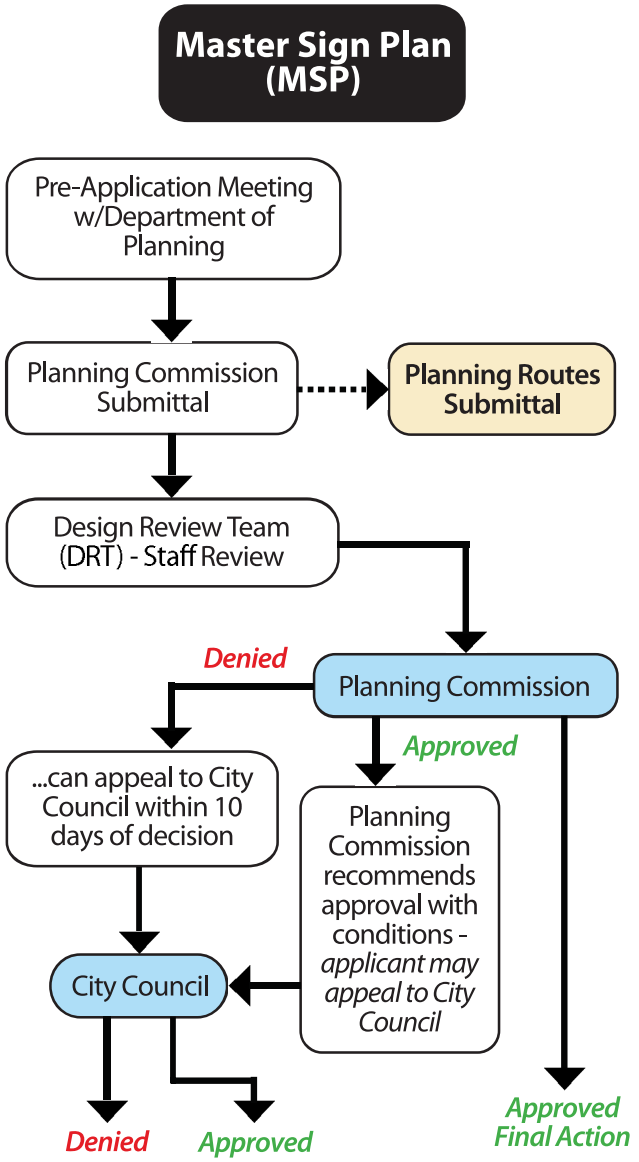
   c. To satisfy a condition or requirement imposed by the Planning Commission or City Council.

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

Typical Review Process

Master Sign Plan 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;

19.18

Definitions & Measures

Unified Development Code
Title 19

19.18
Definitions & Measures

19.18.010 General 507

19.18.020 Words and Terms Defined 507

19.18.030 Measurement Rules 542

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 specif cally 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 artif cial 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 qualif ed property which is offered or sold to the highest bidder by means of a request or invitation for bids. For purposes of this def nition, 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 nonresidential 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 construction.

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 designed to have a minimum size of 1200 square feet and no more than 5000 square feet of floor

space, exclusive of warehouse and office area, devoted to the display of merchandise, 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 Department of Planning.

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 conf guration; 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 insuf ciency, 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 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 specif cally 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 def nition "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 f uff 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 f fteen 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 specif cally 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.

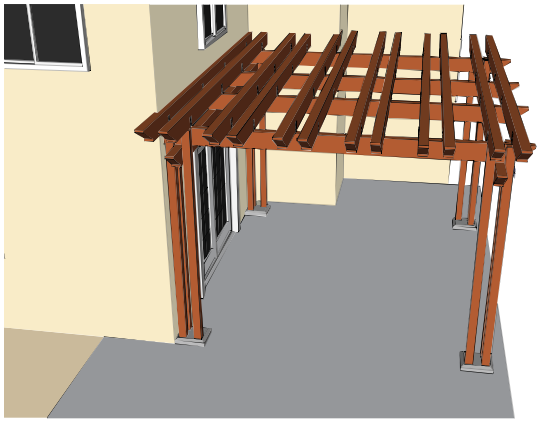
Parking Area. A paved area, other than a public right-of-way, used for the parking of automobiles.

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.

FIGURE 1 - PATIO COVER



Patio Cover. An attached 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 f xed 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 specif cally 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 f nal 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.

Sexual Novelty. Any instrument, device, apparatus or paraphernalia that:

1. Depicts a specified anatomical area;
2. Performs, mimics, demonstrates or is designed for use in connection with a specified sexual activity; or
3. Is used for the stimulation of human genitals, whether the stimulation is self-induced or performed upon another person.

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 to authorize a sign pursuant to the applicable provisions of this Title.

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 17 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 this Chapter; 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.

Specified Anatomical Areas. Refers to:

1. Less than completely and opaquely covered:
   a. Human genitals,
   b. Pubic region,
   c. Buttocks, or
   d. Female breast below a point immediately above the top of the areola; or
2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified Sexual Activities. Refers to:

1. The fondling or other touching of human genitals, pubic region, buttocks, or female breasts;
2. Ultimate sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation or sodomy;
3. Masturbation; or
4. Excretory functions as part of or in connection with any of the activities set forth in subparagraphs (1), (2) and (3) above.

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 buf er 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 prof t 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 dif erence 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.

FIGURE 1 - BUILDING HEIGHT MEASUREMENT

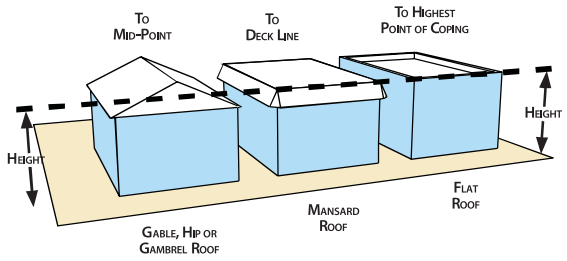
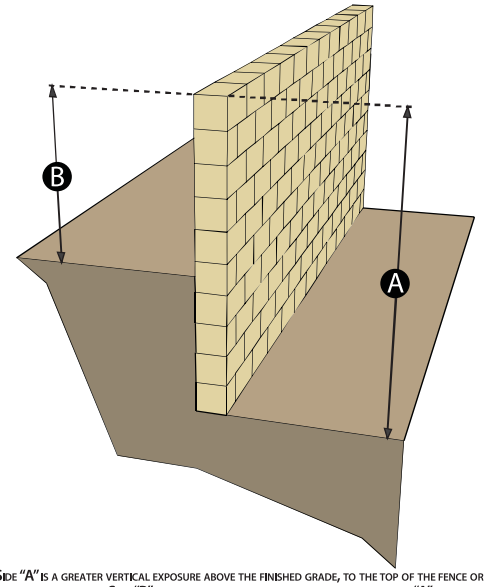
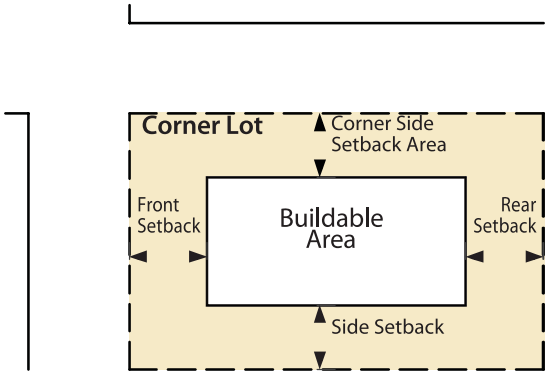


FIGURE 2 - WALL/FENCE HEIGHT MEASUREMENT



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



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 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.

b. A minimum of one vehicle with a side-loading wheelchair lift parking space shall be provided in all parking lots and structures where handicap parking is required. When multiple handicap parking spaces are required pursuant to Subparagraph (a) above, then one in every six required spaces shall be a vehicle with a side-loading wheelchair lift parking space.

c. Handicap parking spaces shall be designed as provided for in LVMC 19.08.110(C)(3).

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.

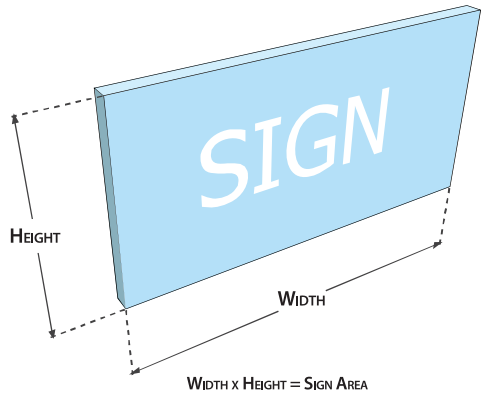
b. Shared Parking. The parking requirements may also be met by securing the consent to share parking facilities on another parcel and under another ownership. Shared parking may only be approved if:

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;

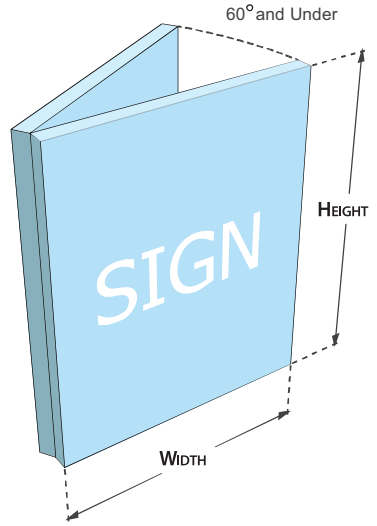
iii. The shared facilities are not separated or divided from the building or use they are intended to serve by a freeway, expressway, highway or primary thoroughfare;

FIGURE 4 - SIGN AREA MEASUREMENT - 2 SIDED FLAT SIGN

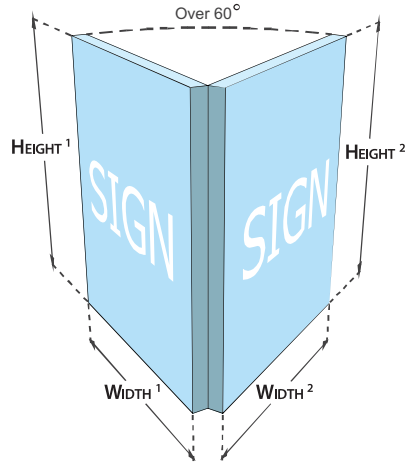


WIDTH x HEIGHT = SIGN AREA

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

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.

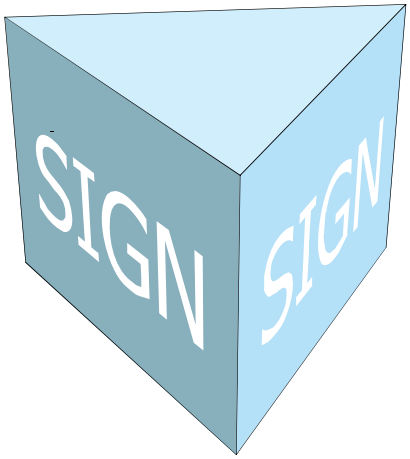
c. Mixed-Use Development—Alternative Parking Requirements. Mixed-use developments that are approved pursuant to LVMC Chapter 19.12 may utilize Table 2 below for determining parking requirements as an alternative to those otherwise applicable under this Paragraph and LVMC Chapter 19.12. A hotel/casino 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 period. Select the time period with the highest total parking requirement, and utilize that total as the mixed-use parking requirement.

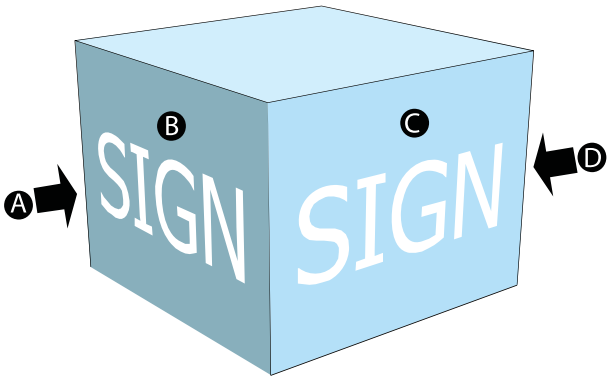
Illustrations & Graphics 19.18.030

FIGURE 6 - SIGN AREA MEASUREMENT - 3 SIDED SIGN



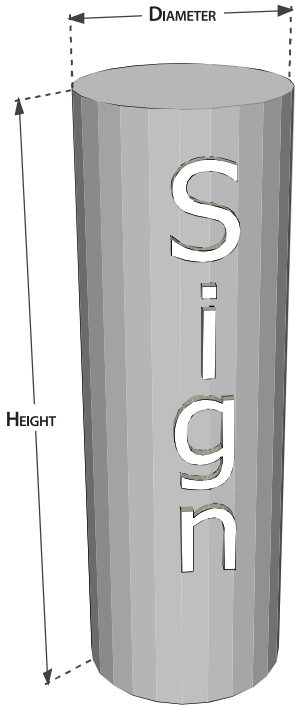
LARGEST SIDE (WIDTH x HEIGHT) + 2ND LARGEST SIDE (WIDTH x HEIGHT) = SIGN AREA

FIGURE 7 - SIGN AREA MEASUREMENT - 4 SIDED SIGN

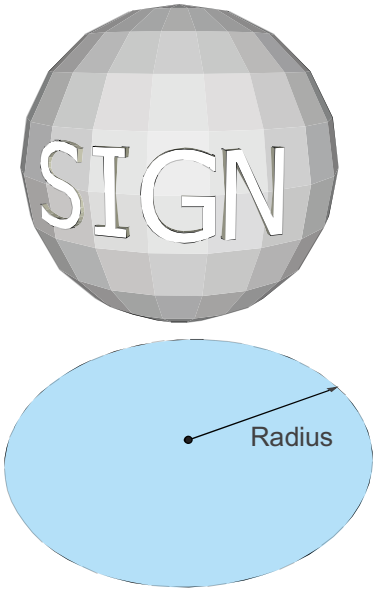


IF SIDE A IS LARGER THAN SIDE C AND SIDE B IS LARGER THAN SIDE D THEN,
SIDE A (WIDTH x HEIGHT) + SIDE B (WIDTH x HEIGHT) = SIGN AREA.
IF OPPOSING SIDES ARE EQUAL THEN, SIDE B (WIDTH x HEIGHT) + SIDE C (WIDTH x HEIGHT) = SIGN AREA.

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. **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.

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,

FIGURE 9 - SIGN AREA MEASUREMENT - INDIVIDUAL ELEMENTS

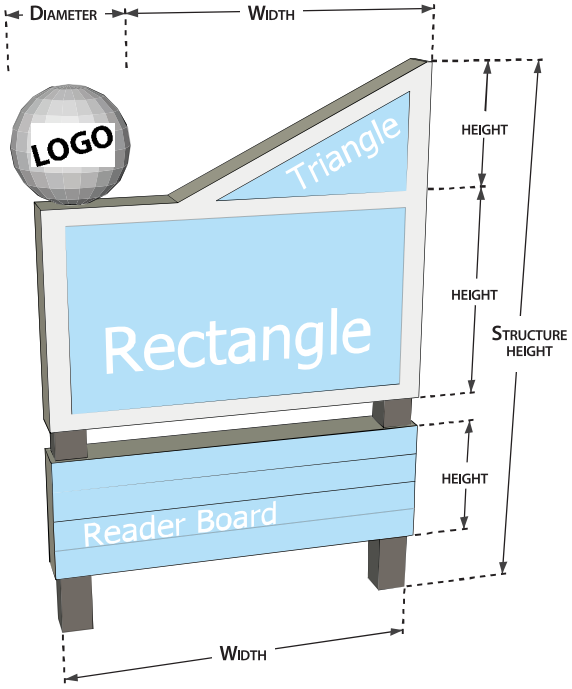
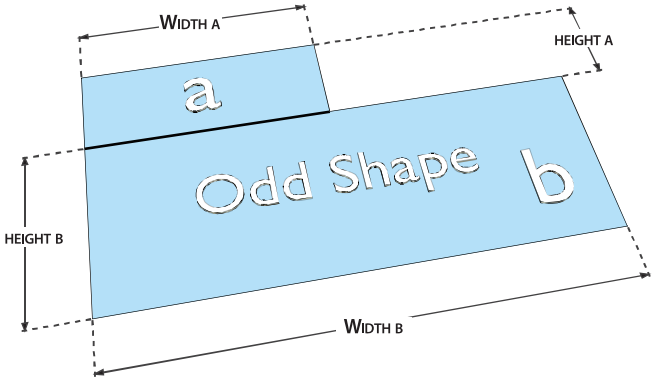
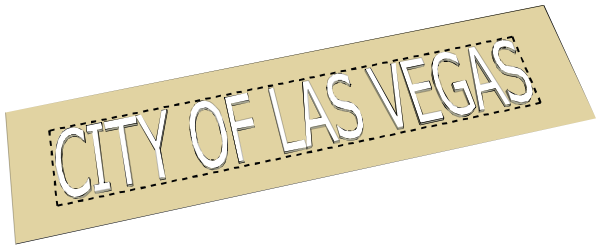


FIGURE 10 - SIGN AREA MEASUREMENT - INDIVIDUAL ELEMENTS

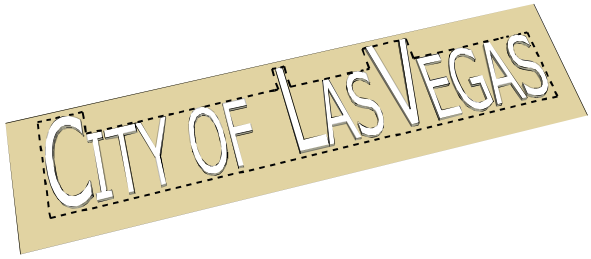


IN THE CASE OF AN ODD SHAPE, CALCULATE THE SMALLEST REGULAR GEOMETRIC SHAPE (TRIANGLE, RECTANGLE OR CIRCLE) THAT ENCOMPASSES THE PERIMETER OF THE SIGN AND ADD THE AREAS TOGETHER FOR THE TOTAL AREA.

FIGURE 11 - SIGN AREA MEASUREMENT - CHANNEL LETTERS



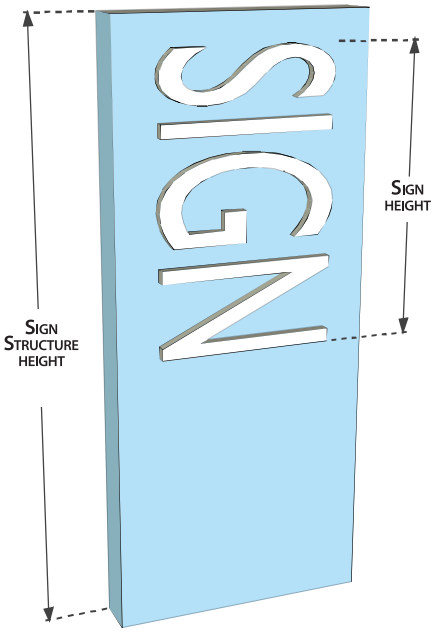
THE SMALLEST CONTINUOUS PERIMETER THAT ENCOMPASSES THE ENTIRE COHERENT MESSAGE IS USED



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



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 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.

Appendices

Unified Development Code

Title 19

Appendices

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Appendix B Tentative Map Application Checklist 559

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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.

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 certif cations required by State law, the following certifications shall appear on the title sheet of the f nal map. Copies of required certificate format are presented in Appendix E.

☐ 1. Certif cate of ownership and easement dedication. All f nal 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. Certif cate of land surveyor. All final maps shall be signed and sealed by the professional land surveyor who was responsible for the survey.

☐ 3. Certif cate of City Engineer or City Surveyor. All f nal 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. Certif cate of Clark County District Board of Health. All f nal 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. Certif cate of Water Resources Division. All f nal 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 f nal maps shall be certified by the Director as to compliance with the approved tentative map, all applicable regulations and all conditions imposed upon the f nal map. No final map shall be f led 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 f nal revisions and before the Director signs the f nal 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.

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 f nal 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 certif cate 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 identif ed 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 Certif cate 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 certif cate 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 certif cate 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 Certif cate for Attorney-in-Fact may be substituted for the Certificate of Acknowledgement if deemed equivalent by the Director of Public Works.

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
NEW BILL:

Bill No. 2012-18 – Amends the Supplemental Document to the City's Administrative Code to repeal and replace the provisions pertaining to the Board of Appeals for purposes of establishing term limits for Board members. Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
In September 2011 the City Council adopted Ordinance No. 6160 to allow the Board of Appeals under the City's Administrative Code to hear appeals relating to the building and technical codes and the fire code. The Council considered term limits for Board members at that time, but decided to visit that issue at a later time. This bill follows up by establishing term limits, under which no Board member will be able to serve more than two consecutive four-year terms, or more than ten consecutive years for a person appointed mid-term.

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. 2012-18
2. Business Impact Statement

BILL NO. 2012-18

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SUPPLEMENTAL DOCUMENT TO THE CITY'S ADMINISTRATIVE CODE TO REPEAL AND REPLACE THE PROVISIONS PERTAINING TO THE BOARD OF APPEALS FOR PURPOSES OF ESTABLISHING TERM LIMITS FOR BOARD MEMBERS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Amends the Supplemental Document to the City's Administrative Code to repeal and replace the provisions pertaining to the Board of Appeals for purposes of establishing term limits for Board members.

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

SECTION 1: The document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition," which was most recently adopted by Ordinance No. 6140, and thereafter amended by Ordinance No. 6160, is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Section 8 of the Supplemental Document referred to in Section 1 is hereby repealed and a new Section 8 is adopted in lieu thereof, reading as follows:

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 204.1.7, 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, except as provided in the following sentence, shall serve a term of four years, or until their successors are appointed. With regard to the initial board membership, four members shall be appointed to three-year terms and the

remainder to four-year terms. No member may serve more than two consecutive full terms. If a person was appointed to fill an unexpired term of more than two years, the person shall be deemed to have served a full term in filling that unexpired term. Members may be removed from office at any time by a majority vote of the City Council. Members shall serve without compensation. No member shall sit in judgment regarding any matter concerning which the member has a direct financial interest.

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, including matters pertaining to fire protection systems and hazards of fire, explosion and other hazardous conditions. The members shall not be employees of the City of Las Vegas, although the Building Official and Fire Marshal shall serve in an advisory capacity as ex-officio, non-voting members. The voting members of the Board of Appeals shall consist of the following:

1. One general contractor.
2. One electrical contractor or electrical engineer.
3. One mechanical or plumbing contractor.
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.
8. One fire protection system contractor.

204.1.2 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.

204.1.3 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.

204.1.4 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.

204.1.5 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.

204.1.6 Fees. In connection with any appeal under this Section 204, the appellant shall pay the applicable fees as set forth in the Fee Tables adopted under Section 304 of this Code, as adopted by the City.

204.1.7 Appeals under the Fire Code. The Board of Appeals may function as the Board of Appeals under Section 108 of the International Fire Code (IFC), as adopted by the City. When functioning as such, the Board of Appeals shall follow and be subject to the rules and procedures that govern under, or have been adopted pursuant to, the IFC. Appeals taken under the IFC shall be subject to all applicable rules, limitations, procedures and fees that have been adopted under the IFC.

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valsteed 3-21-12
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2012, 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2012-18

(Amends the Supplemental Document to the City's Administrative Code to repeal and replace the provisions pertaining to the Board of Appeals for purposes of establishing term limits for Board members)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2012-18, that would repeal and replace the provisions pertaining to the Board of Appeals for purposes of establishing term limits for Board members.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: March 21, 2012

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
NEW BILL:

Bill No. 2012-19 – Amends the special use permit standards applicable to secondhand dealers in the Town Center District to allow the sale of all types of jewelry on a consignment basis, and to allow the sale of wearing apparel on both a consignment and non-consignment basis, as well as the purchase and exchange of wearing apparel. (TXT-44570) Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
Applicable development standards within Town Center presently limit secondhand dealers to certain kinds of items and transactions. This bill proposes to amend those standards to allow the sale of all types of jewelry on a consignment basis, and to allow the sale of wearing apparel on both a consignment and non-consignment basis, as well as the purchase and exchange of wearing apparel.

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. 2012-19

BILL NO. 2012-19

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL REGARDING THE SPECIAL USE PERMIT STANDARDS APPLICABLE TO SECONDHAND DEALERS TO ALLOW THE SALE OF ALL TYPES OF JEWELRY ON A CONSIGNMENT BASIS; TO ALLOW THE SALE OF WEARING APPAREL ON BOTH A CONSIGNMENT AND NON-CONSIGNMENT BASIS, AS WELL AS THE PURCHASE AND EXCHANGE OF WEARING APPAREL; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the special use permit standards applicable to secondhand dealers in the Town Center District to allow the sale of all types of jewelry on a consignment basis, and to allow the sale of wearing apparel on both a consignment and non-consignment basis, as well as the purchase and exchange of wearing apparel.

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

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.060(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Section 2 of this Ordinance. Deletions are shown by bracketing and additions by underlining.

SECTION 2: Section B.4.B of the Manual is amended by amending Subdivision 51 thereof to read as follows:

51) SECONDHAND DEALER

a. Except as otherwise provided in Paragraph (c), the use may be operated for consignment sales only and such consignment sales shall be limited to the following merchandise: jewelry (including Class III), furniture, fixtures, tableware, pictures, [and] paintings[.] and wearing apparel.

b. Payment to the consignor for consigned merchandise may not be made until after the merchandise has been sold.

c. The following (and only the following) secondhand merchandise may be sold on a non-consignment basis to, or purchased from or exchanged with, customers of the operation:

i. Personal computers;

ii. Laptop computers; [and]

iii Other similar computer devices[.]; and

iv. Wearing apparel.

d. No outdoor displays, sales or storage of any merchandise shall be permitted.

e. The hours of operation shall be limited to the hours between 8:00 a.m. and 10:00 p.m., unless otherwise specified by the City Council.

f. The use shall comply with the applicable requirements of LVMC Title 6.

g. The conditions listed above are not waivable development standards under the provisions of the Town Center Development Standards Manual.

SECTION 3: The Department of Planning is authorized and directed to incorporate into the Manual the amendments made by this Ordinance.

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-26-12
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2012, 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - A closed meeting in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:

For Possible Action - Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken, tabled, withdrawn 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.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing on local improvement district for Special Improvement District No. 1485 – Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance - FY2013) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2012 through June 30, 2013 along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
1. Public Hearing Notice
2. Request for Termination of SID by William J. Walsh

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 FY2013)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2012-2 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2013) (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 7, 2012, 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 4, 2012, at 1:00 p.m. at the City of Las Vegas Council Chambers, 495 South Main Street, 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 29, 2012, 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 29, 2012, 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 7, 2012.

BEVERLY K. BRIDGES, MMC
City Clerk

March 19, 2012

RECEIVED
CITY CLERK

2012 MAR 20 A 10:40

Las Vegas City Council
City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101

Attention: City Clerk.

Subject: Cancel SID 1485

Dear City Council Members:

I object to your proposed SID 1485 assessment for the fiscal period of July 2012 through June 2013.

I request that SID 1485 be terminated at the close of the FY 2011-2012 levy on the homeowners.

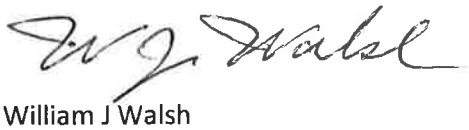
The original goal was for District 1485 tax payers to provide additional funding directly to the City of Las Vegas for new original landscaping after Alta Drive roadway was improved between South Rancho Drive and South Valley View Boulevard. For about a decade, the District tax payers accepted this additional tax responsibility to ensure the landscaping would survive, stabilize and mature. For the last few years, the landscaping has been self-sustaining.

The time has come for the maintenance of District 1485 roadway landscaping to revert back to the sole responsibility of the City of Las Vegas.

For the City to continue levying taxes on the residents through further renewals of SID 1485 can now be clearly considered de facto double taxation for the same public works service. The tax payers in District 1485 already pay the City's public works operations through their Clark County real estate taxes.

The writer also notes that several major new city public works landscape improvement projects are underway along roadways adjacent to District 1485, including South Valley View Boulevard and South Rancho Drive. The writer does not know of any SID levies for residents along these roadways.

Respectfully submitted,



William J Walsh
2804 Alta Drive
Las Vegas, NV 89107

Cc.
Lois Tarkanian, 1st Ward Council member
SID 1485 Taxpayers

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for annual funding of the maintenance of the Fremont Street Commercial Area Vitalization Project from July 1, 2012 through June 30, 2013. The property owners will be billed in four (4) quarterly installments without interest. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

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 No. 2012-3 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 7, 2012, 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 4, 2012, at 1:00 P.M. at the City of Las Vegas Council Chambers, 495 South Main Street, 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 29, 2012, 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 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 29, 2012, 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 7, 2012.

BEVERLY K. BRIDGES, MMC, City Clerk

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $10,819.35 in out of pocket costs, $450 in failed inspection civil penalties and $53,050 in daily civil penalties for a total of $64,319.35 recorded against the property located at 222 West Cleveland Avenue. PROPERTY OWNER: W CLEVELAND AVENUE TRUST - Ward 3 (Coffin)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
Today's hearing is a request from Eddie Haddad, owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on February 16, 2011. There was one abatement action conducted on this property July 12, 2010. The lien was recorded at Clark County Recorder's Office on March 2, 2011 for $10,819.35 in out of pocket costs, $450 in failed inspection civil penalties, and $53,050 in daily civil penalties for a total of $64,319.35. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated February 17, 2012 from Eddie Haddad, owner, requesting the civil penalties be waived.

RECOMMENDATION:
That the City Council deny the request for a waiver and/or reduction of fees.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: April 4, 2012
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $10,819.35 in out of pocket costs, $450 in failed inspection civil penalties and $53,050 in daily civil penalties for a total of $64,319.35 recorded against the property located at 222 West Cleveland Avenue.
PROPERTY OWNER: W CLEVELAND AVENUE – Ward 3 (Coffin)

Today's hearing is a request from Eddie Haddad, owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on February 16, 2011. There was one abatement action conducted on this property July 12, 2010. The lien was recorded at Clark County Recorder's Office on March 2, 2011 for $10,819.35 in out of pocket costs, $450 in failed inspection civil penalties, and $53,050 in daily civil penalties for a total of $64,319.35. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated February 17, 2012 from Eddie Haddad, owner, requesting the civil penalties be waived. To date, no payments have been made.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Code Enforcement Division
Attn: Michael Bouse, Manager
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 2-17-12

Location and/or address of subject property:

Nearest major intersection: Sahara

Street Address: 222 w. Cleveland Ave.

Parcel Number: 162-04-813-028

Applicant's Address/Contact Information:
Name: Eddie Hadad
(please check the following the applies)
X Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)*
Street Address/PO Box: 900 Las Vegas Blvd #610
City: LV State: NV Zip Code: 89101
Phone No: 702-491-5812 E-mail: eddiehadad@aol.com Fax No: 702-380-2801

Property Owner's Address/Contact Information: (if different from applicant):
Name: Same
Street Address/PO Box:
City: State: Zip Code:
Phone No: E-mail: Fax No:

Amount of City of Las Vegas Lien on the Property: $ 65,000

Amount requested to be considered for waiving and/or reduced? $ 60,000

Signature of Applicant: Date: 2-17-12

Signature of Owner: Date: 2-17-12

For Office Use Only:
Council Ward: W3 ; Case/File Number: 78794 ; Council Action date of Lien: 2-16-11

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

Property acquired thru foreclosure thru trustee deed.
we had nothing to do with violations
we will continue to maintain property

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

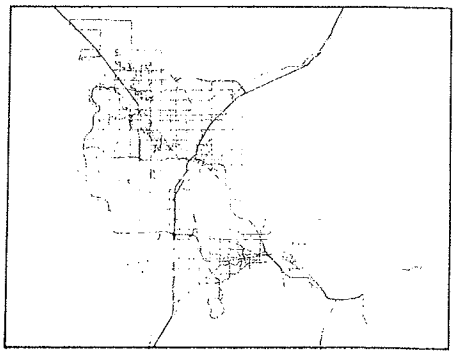
excellent

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

to build apartments

222 W CLEVELAND AVENUE
CROSS STREETS - LAS VEGAS//SAHARA

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

222 W CLEVELAND AVENUE
CROSS STREETS - LAS VEGAS//SAHARA

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

Fee & Penalty Information:

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT & ASBESTOS BID COST	$8,949.00	$0.00	$8,949.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$1,342.35	$0.00	$1,342.35
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$480.00	$0.00	$480.00
LATE FEES (10% of Inspection Fees):	$48.00	$0.00	$48.00
TOTAL OUT-OF-POCKET COSTS:	$10,819.35	$0.00	**$10,819.35**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 Ist Failure; $300 2nd Failure; $500 Each Failure Thereafter)	$450.00	$0.00	$450.00
DAILY CIVIL PENALTIES ($500 Per Day From Notice of Violation until Award of Abatement Contract)	$53,050.00	$0.00	$53,050.00
TOTAL LATE FEES & CIVIL PENALTIES	$53,500.00	$0.00	**$53,500.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$64,319.35**

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
WARD 2, VACANT

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 4, 2012

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, APRIL 4, 2012,** at the hour of **1:00 P.M.** in the City Council Chambers, 495 South Main Street, Las Vegas, Nevada, the City Council will consider the waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **222 WEST CLEVELAND AVENUE – Case No. 78794.** The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$64,319.35** were imposed. Owner of record: **W CLEVELAND AVENUE TRUST – WARD 3 (COFFIN)**

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
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

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

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of civil penalties in the amount of $45,200 recorded against the property located at 5733 Royal Castle Lane. PROPERTY OWNER: U S BANK NATIONAL ASSN TRS - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
Today's hearing is a request from U. S. Bank, owner, to consider a request for a waiver and/or reduction of civil penalties imposed on the parcel at the City Council meeting on June 17, 2009. There was one abatement action conducted on this property on December 30, 2008. The lien was recorded at Clark County Recorder's Office on June 22, 2009 for $1,439.20 in out of pocket costs, $1,450 in failed inspection civil penalties, and $45,200 in daily civil penalties for a total of $48,089.20. As of March 15, 2012, $1,439.20 in out of pocket costs and $1,450 in failed inspection civil penalties for a total of $2,889.20 have been paid. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated March 9, 2012 from U. S. Bank, owner, requesting the daily civil penalties in the amount of $45,200 be waived. A similar waiver request in the amount of $45,200 was submitted by U. S. Bank on June 15, 2011. That request was heard by the City Council at its September 7, 2011 meeting and was denied. A representative of U. S. Bank was not in attendance at the September 7, 2011 meeting.

RECOMMENDATION:
That the City Council deny the request for a waiver and/or reduction of daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: April 4, 2012
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of civil penalties in the amount of $45,200 recorded against the property located at 5733 Royal Castle Lane. PROPERTY OWNER: U S BANK NATIONAL ASSN TRS – Ward 6 (Ross)

Today's hearing is a request from U. S. Bank, owner, to consider a request for a waiver and/or reduction of civil penalties imposed on the parcel at the City Council meeting on June 17, 2009. There was one abatement action conducted on this property December 30, 2008. The lien was recorded at Clark County Recorder's Office on June 22, 2009 for $1,439.20 in out of pocket costs, $1,450 in failed inspection civil penalties, and $45,200 in daily civil penalties for a total of $48,089.20. As of March 15, 2012, $1,439.20 in out of pocket costs, and $1,450 in failed inspection civil penalties for a total of $2,889.20 have been paid. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated March 9, 2012 from U. S. Bank, owner, requesting the daily civil penalties be waived

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY

SUBMIT APPLICATION TO:
City of Las Vegas / Code Enforcement Division
Attn: Michael Bouse
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 3/9/12

Location and/or address of subject property:

Nearest major intersection: ANN RD / RAINBOW BLVD.

Street Address: 5733 Royal Castle Lane

Parcel Number: 125-27-811-024

Applicant's Address/Contact Information:
Name: U.S. BANK, N.A.
(please check the following the applies)
☒ Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)*_____
Street Address/PO Box: * SEE ATTACHED *
City:_____ State:_____ Zip Code:_____
Phone No:_____ E-mail:_____ Fax No:_____

Property Owner's Address/Contact Information: (if different from applicant):
Name:_____
Street Address/PO Box:_____
City:_____ State:_____ Zip Code:_____
Phone No:_____ E-mail:_____ Fax No:_____

Amount of City of Las Vegas Lien on the Property: $ 45,200

Amount requested to be considered for waiving and/or reduced? $ FULL AMOUNT

Signature of Applicant: _____ Date: 3/9/12

Signature of Owner: _____ Date:_____

For Office Use Only
Council Ward: 6 ; Case/File Number: 69442 Council Action date of Lien: ~~6-17-2009~~
6-17-2009

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

* SEE ATTACHED

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed)

* SEE ATTACHED

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

* SEE ATTACHED

Also Admitted in California & Illinois
JEREMY T. BERGSTROM
Also Admitted in Arizona
GINA M. CORENA
ROCK K. JUNG
KRISTA J. NIELSON
JORY C. GARABEDIAN
THOMAS M. MORLAN
Admitted in California
STEVEN E. STERN
Admitted in Arizona & Illinois
ANDREW H. PASTWICK
Also Admitted in Arizona & California

MILES, BAUER, BERGSTROM & WINTERS, LLP
ATTORNEYS AT LAW SINCE 1985

2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052
Phone: (702) 369-5960
Fax: (702) 369-4955

CALIFORNIA OFFICE
1231 E Dyer Road, Suite 100
Santa Ana, CA 92705
Phone. (714) 481-9100
Fax (714) 481-9141

RICHARD J. BAUER, JR.
FRED TIMOTHY WINTERS
KEENAN E. McCLENAHAN
MARK T. DOMEYER
Also Admitted in the District of Columbia & Virginia
TAMI S. CROSBY
L. BRYANT JAQUEZ
WAYNE A. RASH
VY T. PHAM
HADI R. SEYED-ALI
BRIAN H. TRAN
ANNA A. GHAJAR
CORI B. JONES
CATHERINE K. MASON
CHRISTINE A. CHUNG
HANH T. NGUYEN
S. SHELLY RAISZADEH
SHANNON C. WILLIAMS
ABTIN SHAKOURI
LAWRENCE R. BOIVIN
RICK J. NEHORAOFF

March 9, 2012

Via U.S. Mail & Facsimile (702) 382-4341
Michael Bouse
CITY OF LAS VEGAS/CODE ENFORCEMENT
333 N. Rancho Drive
Las Vegas, Nevada 89107

Re: 5733 Royal Castle Lane (Case No: 69442)
Request for Waiver/Reduction of Civil Penalties

Dear Mr. Bouse:

This office represents the interests of "U.S. Bank National Assoication, as Trustee for the Certificateholders of Harborview Mortgage Loan Trust 2005-08, Mortgage Loan Pass-Through Certificates Series 2005-08" (hereinafter "US Bank") in regards to civil penalties imposed against the property 5733 Royal Castle Lane (APN 125-27-811-024) [hereinafter the "Subject Property"]. As you may know, US Bank is the record owner of the Subject Property. US Bank purchased the Subject Property through a credit bid at a foreclosure sale held on March 30, 2011. The Trustee's Deed Upon Sale was recorded on April 13, 2011 in the Office of the Clark County Recorder. (See enclosed Exhibit 1).

It has recently come to our attention that the Subject Property was assessed nuisance abatement costs and civil penalties back in 2009. Former Subject Property owner Imelda E. Galanga, was apparently found to be in violation of LVMC 9.04 for allowing "Refuse & Waste" to accumulate on the Subject Property and further for allowing "Weeds/Turf" to grow in excess of eight inches in height. (See Nuisance Notice and Order to Comply enclosed as Exhibit 2). After Ms. Galanga failed to remedy or appeal the violations, the City of Las Vegas apparently expended fees and costs to abate the nuisance on December 30, 2008. Consequently on June 17, 2009, it appears the Las Vegas City Council held a hearing and assessed against the Subject Property abatement costs in the amount of $2,889.20 and civil penalties in the amount of $45,200.00. On June 22, 2009, a Notice and Claim of Lien of Assessment was recorded against the Subject Property for the total amount of $48,089.20. (See enclosed Exhibit 3).

According to a payoff demand submitted by the City of Las Vegas, all abatement fees and costs have been paid in full, but there is a remaining balance for the $45,200.00 civil penalty. (See enclosed Exhibit 4). Also according to the payoff demand, the nuisance has been remedied and the Subject Property passed inspection on January 5, 2009. Given that: (1) the civil penalties imposed pre-date US Bank's ownership; (2) the civil penalties are not expressly authorized by statute or code to be imposed as assessment liens; and (3) the nuisance has been abated and paid for in full; we hereby request that the City of Las Vegas waive the $45,200.00 in civil penalties and execute and record a release of any remaining assessment liens due to the abated nuisance.

1. Reason for Requesting Waiver/Reduction.

US Bank requests a waiver of the $45,200.00 civil penalty because it was not responsible for the nuisance conditions and because the civil penalty cannot be imposed as an assessment lien against the Subject Property. Generally, the penalty for causing or allowing a public nuisance is a misdemeanor conviction. See LVMC 9.04.030. However, the City may impose "civil liability, instead of a criminal sanction, against a person for causing or maintaining a public nuisance." LVMC 9.04.040(A). The liability imposed may not exceed $500, but each day the violation occurs constitutes a separate violation. See Id. Additionally, City abatement costs and service charges such as inspection fees, may be assessed against the person or owner responsible for the nuisance. See LVMC 9.04.100 and 9.04.020.

In this case, the Nuisance Notice and Order to Comply was directed and served on former owner Imelda Galanga back in September 2008. The nuisance was abated by the City shortly after in December 2008. US Bank did not assume ownership and possession of the Subject Property until April 2011. By that time, the abatement costs and service charges incurred by the City of Las Vegas had already been paid and reimbursed, thereby leaving a balance for only the civil penalties. Since Ms. Galanga caused the nuisance and failed to respond to the City's demand to correct the condition, she is directly responsible for the remaining civil penalties.

Nevertheless it appears the City of Las Vegas claims to have a lawful lien on the Subject Property for the civil penalties. However, LVMC 9.04.100 and pre-2011 NRS 268.4122(4) suggest otherwise. Pursuant to LVMC 9.04.100, abatement costs and service charges may be ordered to be a personal obligation to the person causing the nuisance, or it may be assessed against the nuisance property. However, noticeably absent from LVMC 9.04.100, is any express language that "civil penalties" may be assessed against the property itself. Indeed the language of the provision provides that "[t]he City Council may order the cost of abating the public nuisance, including reinspection fees and interest, shall be assessed against the property. LVMC 9.04.100(A)(2).

This is also consistent with NRS 268, which governs the powers and duties of cities. Specifically, the pre-2011 version of NRS 268.4122(4) provided:

> In addition to any other reasonable means of *recovering money expended by the city to abate the condition*, the governing body may make the expense a special assessment against the property upon which the condition is or was located.

(*emphasis added*). This pre-2011 version suggests that the city may only impose an assessment against a property for money expended to abate the nuisance condition. It does not specifically state that "civil

penalties" may be assessed against the property. NRS 268.4122 was only recently amended in 2011 to include uncollected "civil penalties" as a means to impose an assessment against the property.

In this case, the civil penalties were assessed against the Subject Property in June 2009 and therefore the pre-2011 version of NRS 268.4122(4) would apply. Given that LVMC 9.04.100(A)(2) and NRS 268.4122(4) do not expressly allow the City to assess civil penalties as an assessment lien on the Subject Property, the lien should be released and the amounts should be waived as to US Bank.

2. Existing Condition of the Subject Property.

As noted in the payoff demand, the nuisance has been abated and passed City inspection back in January 2009. To the best of US Bank's knowledge, no additional nuisance violations have been noticed or are present on the Subject Property.

Nevertheless, the Subject Property is obviously a vacant bank owned home. US Bank, through its agents, have cleaned up the trash and personal property left behind by the former owner and/or her tenants. It has further spruced up the landscaping to remove any excess weeds and grass. As with most bank owned properties, US Bank acknowledges that the Subject Property will require repair and improvements (e.g. new appliances, flooring, paint and air conditioning) before it will be move-in ready. Still, US Bank already has a buyer lined up and under contract.

3. Immediate Plans for the Subject Property.

The Subject Property is currently under contract and in the process of being sold to a third party real-estate investor. (See Purchase Agreement enclosed as Exhibit 5). The purchase is expected to close on March 16, 2012.

However, the existence of the Assessment Lien will obviously affect the closing. The Subject Property is being purchased in an "as-is" condition for $84,000.00. US Bank has already taken a loss of approximately $300,000.00 after the foreclosure sale. US Bank will further suffer a loss of about $20,000.00 due to the difference between its credit bid at the sale ($103,500.00) and the $84,000.00 purchase price. If the civil penalty is upheld as a valid assessment lien, US Bank will lose another $45,200.00 to clear title to the Subject Property. The buyer will not pay the civil penalty because considerable cost will be invested to install new appliances, flooring and an air conditioning system to attract responsible tenants.

Based on the foregoing, we believe there is sufficient justification for waiving the $45,200.00 civil penalty fines and releasing the Assessment Lien. Alternatively, US Bank welcomes the opportunity to present its case in front of the City Council or to speak with the City Attorney in informally resolving this civil penalty issue. We request that a decision be made in an expedited matter as the Subject Property is expected to close escrow on March 16, 2012. US Bank believes that waiving the civil penalty lien before March 16th will assist in expediting the process of making the Subject Property move-in ready and occupied by a responsible tenant.

We appreciate your time and consideration of this matter. Please direct all future questions and correspondence to the undersigned at (702) 942-0472 and/or jgarabedian@mileslegal.com.

Sincerely,
MILES, BAUER, BERGSTROM & WINTERS, LLP

Jory C. Garabedian, Esq.
Enclosures

Exhibit 1

Inst #: 201104130000159
Fees: $16.00 N/C Fee: $0.00
RPTT: $527.85 Ex: #
04/13/2011 08:01:34 AM
Receipt #: 738483
Requestor:
LSI TITLE AGENCY INC.
Recorded By: MSH Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY:
RECONTRUST COMPANY
AND WHEN RECORDED MAIL TO:
~~**RECONTRUST COMPANY**~~ SBank
400 National way National
SIMI VALLEY, CA 93065

Forward Tax Statements to Address listed above
TS No. 07-0061876
Title Order No. G739782

125-27-811-024

TRUSTEE'S DEED UPON SALE NEVADA

APN# 125-27-811-024

The amount of the unpaid debt was $ 400,699.47
The amount paid by the Grantee was $ 103,500.00
The property is in the city of LAS VEGAS, County of CLARK
The documentary transfer tax is $ 527.85. The Grantee herein was the beneficiary.
RECONTRUST COMPANY, N.A., as the duly appointed Trustee, under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without covenant or warranty to: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF HARBORVIEW MORTGAGE LOAN TRUST 2005-08, MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2005-08 herein called Grantee, the following described real property situated in CLARK County, Nevada:
SEE ATTACHED LEGAL DESCRIPTION
This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust executed by IMELDA E. GALANGA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, as Trustor, recorded on 06/03/2005, Instrument Number 0003377 (or Book 20050603, Page) Official Records in the Office of the County Recorder of CLARK County. All requirements of law regarding the recording and mailing of copies of the Notice of Default and Election to Sell, and the mailing, posting, and publication of the Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its power under said Deed of Trust sold said real property at public auction on 03/30/2011. Grantee, being highest bidder at said sale became the purchaser of said property for the amount bid, which amount was $ 103,500.00.

"This instrument is being recorded as an ACCOMMODATION ONLY, with no Representation as to its effect upon title"

DATED: April 06, 2011

RECONTRUST COMPANY, N.A., Successor Trustee

BY: Stephanie Y. King 4-7-11

Stephanie Y. King, Authorized Signer

State of: Texas)
County of: Tarrant)

On 4-7-11 before me Auth. Signer Tanisha Newbill, personally appeared Stephanie Y. King, know to me (or proved to me on the oath of ____ or through ____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Witness my hand and official seal.

Notary Public's Signature

TANISHA NEWBILL
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-20-13

TS # 07-0061876

PUB# 3933992

LOAN TYPE: CONV

"EXHIBIT A"
LEGAL DESCRIPTION

LOT TWO HUNDRED FIFTY-EIGHT (258) IN BLOCK (6) OF GRAND ENTRIES PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 58 OF PLATS, PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 125-29-811-024
   b.
   c.
   d.
2. Type of Property:
   a. ☐ Vacant Land b. ☑ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

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

3. a. Total Value/Sales Price of Property $ 103,500.00
   b. Deed in Lieu of Foreclosure Only (value of property) ( )
   c. Transfer Tax Value: $ 103,500.00
   d. Real Property Transfer Tax Due $ 527.85
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section
   b. Explain Reason for Exemption:
5. Partial Interest: Percentage being transferred: %

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

Signature [signature] 4.6.11 Capacity Grantor

Signature [signature] 4-6-11 Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name: ReconTrust Company, N
Address: 400 National Way
City: Simi Valley
State: Ca Zip: 93065

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: U.S. Bank National
Address: 400 National Way
City: Simi Valley
State: Ca Zip: 93065

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: ~~LSI Title Agency, Inc.~~
Address: ~~3220 El Camino Real~~
City: ~~Irvine CA 92602~~
Escrow #: 9739752
State: Zip:

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit 2

20080925-0003907

Fee: $15.00
N/C Fee: $0.00
09/25/2008 13:06:14
T20080223442
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 2

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(2)

APN: 125-27-811-024

September 19, 2008
Case #69442

Certified/Regular Mail
Return Receipt Requested

Imelda E. Galanga
5717 Indigo Bay Way
Las Vegas, NV 89131-2531

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 5733 Royal Castle Lane, Las Vegas, NV, Parcel #125-27-811-024, that you are in violation of Las Vegas Municipal Code, Title 9, dealing with nuisances.

Per 9.04 Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas to comply with code, to include furniture, wood, boxes, plastic, metal.

Per 9.04 Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #34 at (702) 229-5183 to supply your current phone number, e-mail address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described above, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

Exhibit 3

20090622-0003682

Fee: $0.00
N/C Fee: $0.00
06/22/2009 14:14:17
T20090216831
Requestor:
LAS VEGAS CITY
Debbie Conway BGN
Clark County Recorder Pgs: 1

APN 125-27-811-024

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: IMELDA E. GALANGA
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 125-27-811-024
Commonly known as: 5733 Royal Castle Lane
Legal Description: GRAND ENTRIES PHASE 2
PLAT BOOK 58 PAGE 46
LOT 258 BLOCK 6

On **December 30, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expense costs and fees in the amount of **$2,889.20** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$45,200** were levied against the property as for violation (s) of Municipal Code 9.04.010 for a total charge in the amount of **$48,089.20** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 17, 2009** ordered the above charges in the amount of **$48,089.20** assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

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

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

STATE OF NEVADA)
)
COUNTY OF CLARK)

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

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this 18rd of June, 2009

NOTARY PUBLIC, in and for said County and State

VICKY DARLING
Notary Public State of Nevada
No. 94-0086-1
My appt. exp. May 22, 2010

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101
Case # 64931 69442

Exhibit 4

BUILDING & SAFETY
DEVELOPMENT SERVICES CENTER

Building & Safety
333 North Rancho Drive
Las Vegas, NV 89106

TDD	702-384-9109
Administration	229-6092
Permits	229-6251
Inspections	229-6914
Off-site Improvement	229-6317
Code Enforcement	229-6415
Land Development	229-6371

www.lasvegasnevada.gov

City of Las Vegas
Pay Off Demand
5/24/2011

Case # 69442

Address: 5733 ROYAL CASTLE LN Parcel # 12527811024

Date Case Opened: 9/5/08
Date Case Closed: 1/5/09

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	P	10/01/2008	
REINSPECTION FEE	$180.00	P	10/01/2008	
$150 CIVIL PENALTY	$150.00	P	10/01/2008	
$300 CIVIL PENALTY	$300.00	P	10/15/2008	
REINSPECTION FEE	$180.00	P	10/15/2008	
$500 (A) CIVIL PENALTY 1ST	$500.00	P	11/17/2008	
REINSPECTION FEE	$180.00	P	11/17/2008	
INSPECTION LATE FEE	$12.00	P	11/17/2008	
REINSPECTION LATE FEE	$18.00	P	11/17/2008	
$500 (A) CIVIL PENALTY 1ST	$500.00	P	12/03/2008	
REINSPECTION FEE	$180.00	P	12/03/2008	
ABATEMENT COST	$448.00	P	01/15/2009	
ADMIN FEE	$67.20	P	01/15/2009	
REINSPECTION LATE FEE	$18.00	P	05/15/2009	
REINSPECTION LATE FEE	$18.00	P	05/15/2009	
REINSPECTION LATE FEE	$18.00	P	05/15/2009	
DAILY CIVIL PENALTY	$45,200.00	U	06/22/2009	

Interest Due:
Total Amount Due: $45,200.00

Inspection Information:

Inspection #	Inspection Date	Inspection Results
729568	9/4/08	Failed
730928	9/15/08	Failed
734860	9/29/08	Failed
739427	10/13/08	Failed
749632	11/10/08	Failed
763229	11/21/08	Failed
769878	1/5/09	Passed

Please note on payments the Case #, Address and make payments to:

City of Las Vegas
400 Stewart Av., 6th Floor
Las Vegas, NV 89101

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)

Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

Exhibit 5

THIS CONTRACT IS SUBJECT TO TERMS AND CONDITIONS OF COUNTER OFFERS AND THE ATTACHED BANK OF AMERICA, N.A. ADDENDUM

RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: February 3, 2012

EMILE HAMPTON ("Buyer"), hereby offers to purchase 5733 ROYAL CASTLE LANE, LAS VEGAS, NV 89130 ("Property"), within the city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada, Zip 89130, A.P.N. # 125-27-811-024 for the purchase price of $ 84,000.00 (Eighty-Four Thousand dollars) ("Purchase Price") on the terms and conditions contained herein:

BUYER ☐ does -OR- ☒ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

$ 5,000.00 **A. EARNEST MONEY DEPOSIT** ("EMD") is ☐ presented with this offer -OR- ☒ ESCROW TO BE OPENED WITH 1 BUSINESS DAY OF ACCEPTANCE OF OFFER.

(NOTE: It is a felony in the State of Nevada–punishable by up to four years in prison and a $5,000 fine–to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

$ N/A **B. ADDITIONAL DEPOSIT** to be placed in escrow on or before (date) N/A. The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

$ N/A **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:**
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) N/A.
Interest: ☐ Fixed rate, N/A years -OR- ☐ Adjustable Rate, N/A years. Initial rate of interest not to exceed N/A %. Initial monthly payment not to exceed $ _____, not including taxes, insurance and/or PMI or MIP.

$ N/A **D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):**
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) N/A.
Interest: ☐ Fixed rate, N/A years -OR- ☐ Adjustable Rate, N/A years. Initial rate of interest not to exceed N/A %. Monthly payment not to exceed $ N/A, not including taxes, insurance and/or PMI or MIP.

$ N/A **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."**

$ 79,000.00 **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

$ 84,000.00 **G. TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: EH / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

Horizon Realty Group 2470 St Rose Parkway #114 Henderson, NV 89074 Phone: (702)989-8995 Fax
Randall Canha

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EMILE HAMPTON

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within N/A business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements); and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer ☐ does -OR- ☒ does not authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. CASH PURCHASE: Within 5 business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

C. APPRAISAL: If an appraisal is required as part of this agreement, or requested by Buyer, and if the appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event the EMD shall be returned to Buyer.

3. SALE OF OTHER PROPERTY:

This Agreement

☒ is not -OR-

☐ is contingent upon the sale (and closing) of another property which address is N/A.

Said Property

☐ is currently listed

☒ is not -OR- ☐ is presently in escrow with N/A.

Escrow Number: N/A. Proposed Closing Date: N/A.

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement, all items are transferred in an "AS IS" condition.

A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s), window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dishe(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

B. The following additional items of personal property: N/A

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: EA / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

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5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement ("Opening of Escrow"), at TBD title or escrow company ("Escrow Company" or "ESCROW HOLDER") with TBD ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their respective Brokers) of the opening date and the Escrow Number.

B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) February 29, 2012. If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

E. FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See 26 USC Section 1445).

6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
☐ CLTA; ☒ ALTA-Residential; -OR- ☐ ALTA-Extended (including a survey, if required).

7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	☐	☐	☒	☐
Lender's Title Policy	☐	☒	☐	☐
Owner's Title Policy	☒	☐	☐	☐
Real Property Transfer Tax	☒	☐	☐	☐
Other: N/A	☐	☐	☐	☒

B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	☒	☐	☐
CIC Periodic Fees	☒	☐	☐
SIDs / LIDs / Bonds / Assessments	☐	☐	☒
Sewer Use Fees	☒	☐	☐
Trash Service Fees	☒	☐	☐
Real Property Taxes	☒	☐	☐
Other: N/A	☐	☐	☒

All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: EH / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

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C. INSPECTIONS AND RELATED EXPENSES (See also Section 12): Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
Appraisal	☐	☐	☐	☐	☒
CIC Capital Contribution	☐	☐	☐	☐	☒
CIC Transfer Fees	☐	☐	☐	☐	☒
CLUE Report ordered by Seller	☐	☐	☐	☐	☒
Energy Audit	☐	☐	☐	☐	☒
Fungal Contaminant Inspection	☐	☐	☐	☐	☒
Home Inspection	☐	☐	☐	☐	☒
Mechanical Inspection	☐	☐	☐	☐	☒
Oil Tank Inspection	☐	☐	☐	☐	☒
Pool/Spa Inspection	☐	☐	☐	☐	☒
Roof Inspection	☐	☐	☐	☐	☒
Septic Inspection (requires pumping)	☐	☐	☐	☐	☒
Septic Lid Removal	☐	☐	☐	☐	☒
Septic Pumping	☐	☐	☐	☐	☒
Soils Inspection	☐	☐	☐	☐	☒
Structural Inspection	☐	☐	☐	☐	☒
Survey N/A (type)	☐	☐	☐	☐	☒
Termite/Pest Inspection	☐	☐	☐	☐	☒
Well Inspection (Quantity)	☐	☐	☐	☐	☒
Well Inspection (Quality)	☐	☐	☐	☐	☒
Wood-Burning Device/Chimney Inspection (includes cleaning)	☐	☐	☐	☐	☒
Other: N/A	☐	☐	☐	☐	☒
Re-Inspections	☐	☐	☐	☐	☒

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice).

D. CERTIFICATIONS: Notwithstanding the elections below, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant	☐	☐	☐	☒
Roof	☐	☐	☐	☒
Septic	☐	☐	☐	☒
Well	☐	☐	☐	☒
Wood-Burning Device/Chimney Certification	☐	☐	☐	☒
Other: N/A	☐	☐	☐	☒

The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of $ N/A to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: _____ / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

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Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

F. **LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute $ N/A to Buyer's Lender's Fees and Buyer's Title and Escrow Fees ☐ including -OR- ☐ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

G. **HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☒ waives -OR- ☐ requires a Home Protection Plan with N/A ☐ Seller -OR- ☐ Buyer will pay for the Home Protection Plan at a price not to exceed $ N/A. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for ordering the Home Protection Plan.

8. **TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

9. **COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"), Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

10. **DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- ☐ **Construction Defect Claims Disclosure,** if Seller has marked "Yes" to Paragraph 1(d) of the Seller Real Property Disclosure Form (NRS 40.688)
- ☐ **Fungal (Mold) Notice Form** (not required by Nevada law)
- ☐ **Lead-Based Paint Disclosure and Acknowledgment,** required if constructed before 1978 (24 CFR 745.113)
- ☐ **Pest Notice Form** (not required by Nevada law)
- ☐ **Promissory Note** and the most recent monthly statement of all loans to be assumed by Buyer
- ☐ **Open Range Disclosure** (NRS 113.065)
- ☐ **Seller Real Property Disclosure Form** (NRS 113.130)
- ☐ Other (list) N/A

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: _____ / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

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11. ADDITIONAL DISCLOSURES:

A. LICENSEE DISCLOSURE OF INTEREST (BUYER): Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. N/A is a licensed real estate agent in the State(s) of N/A, and has the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) N/A.

B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16 CFR 460.16); and Other: N/A.

C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and that future demand and airport operations may increase significantly. For further information, contact your local department of aviation or the Federal Aviation Administration.

D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of federal or state fair housing law.

12. BUYER'S DUE DILIGENCE:

A. DUE DILIGENCE PERIOD: Buyer shall have 5 calendar days from Acceptance to complete Buyer's Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will be deemed to have waived the right to cancel under this section.

B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

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C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of the Property within N/A calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,** except as otherwise provided by law.

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☒ COE -OR- ☐ February 29, 2012. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser and shall be liable to Buyer for the sum of $ 100.00 per calendar day in addition to Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

15. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable by Buyer.

17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein).

18. DEFAULT:

A. **MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Not withstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of the following legal recourses against Buyer (initial one only):

[ ] [ ] As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

-OR-

[ ] [ ] Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a third party and the difference in the sales price.

Instructions to Escrow

19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than $5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☒ will -OR- ☐ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE. **Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.**

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: _____ / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

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Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. DEFINITIONS: "**Acceptance**" means the date that both parties have consented to and received a final, binding contract by affixing their signatures to this Agreement and all counteroffers. "**Agent**" means a licensee working under a Broker or licensees working under a developer. "**Agreement**" includes this document as well as all accepted counteroffers and addenda. "**Bona Fide**" means genuine. "**Buyer**" means one or more individuals or the entity that intends to purchase the Property. "**Broker**" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "**Business Day**" excludes Saturdays, Sundays, and legal holidays. "**Calendar Day**" means a calendar day from/to midnight unless otherwise specified. "**CFR**" means the Code of Federal Regulations. "**CIC**" means Common Interest Community (formerly known as "HOA" or homeowners associations). "**CIC Capital Contribution**" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "**CIC Transfer Fees**" means the administrative service fee charged by a CIC to transfer ownership records. "**CLUE**" means Comprehensive Loss Underwriting Exchange. "**Close of Escrow (COE)**" means the time of recordation of the deed in Buyer's name. "**Default**" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "**Delivered**" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "**Down Payment**" is the Purchase Price less loan amount(s). "**EMD**" means Buyer's earnest money deposit. "**Escrow Holder**" means the neutral party that will handle the escrow. "**FHA**" is the U.S. Federal Housing Administration. "**GLVAR**" means the Greater Las Vegas Association of REALTORS®. "**Good Funds**" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "**IRC**" means the Internal Revenue Code (tax code). "**LID**" means Limited Improvement District. "**N/A**" means not applicable. "**NAC**" means Nevada Administrative Code. "**NRS**" means Nevada Revised Statues as Amended. "**Party**" or "**Parties**" means Buyer and Seller. "**PITI**" means principal, interest, taxes, and hazard insurance. "**PMI**" means private mortgage insurance. "**PST**" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "**PTR**" means Preliminary Title Report. "**Property**" means the real property and any personal property included in the sale as provided herein. "**Receipt**" means delivery to the party or the party's agent. "**Seller**" means one or more individuals or the entity that is the owner of the Property. "**SID**" means Special Improvement District. "**Title Company**" means the company that will provide title insurance. "**USC**" is the United States Code. "**VA**" is the Veterans Administration.

24. SIGNATURES, DELIVERY, AND NOTICES:

A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented.

C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

25. IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: _____ / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

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26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party.

THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

27. ADDENDUM(S) ATTACHED: N/A

28. ADDITIONAL TERMS:

1. IN THE EVENT THAT SELLER DECIDES NOT TO SELL PROPERTY TO BUYER, BUYERS EMD SHALL BE CONSIDERED "HARD" AND THE FULL AMOUNT OF $5,000.00 BE RELEASED BACK TO THE BUYER WITHIN 1 BUSINESS DAY.

2. NRS 113 WAIVER TO BE NOTARIZED ONCE SELLER ACCEPTS BUYERS OFFER TO PURCHASE SAID PROPERTY.

Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of $ 5,000.00 evidenced by ☐ Cash, ☐ Cashier's Check, ☒ Personal Check, or ☐ Other COPY OF RECEIPT CHECK FOR EMD payable to TBD. Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, - OR - ☐ Seller's Broker's Trust Account.

Date: 02/03/2012 Signed: _____ Buyer's Agent: RANDALL CANHA

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: _____ / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

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THIS CONTRACT IS SUBJECT TO TERMS AND CONDITIONS OF COUNTER OFFERS AND THE ATTACHED BANK OF AMERICA, N.A. ADDENDUM

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature | EMILE HAMPTON Buyer's Printed Name | 02/03/2012 Date | : Time ☐ AM ☐ PM

Buyer's Signature | Buyer's Printed Name | Date | : Time ☐ AM ☐ PM

Seller must respond by: 5 ☐ AM ☒ PM on (month) February, (day) 8, (year) 2012. **Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect.**

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: MARGO SARKISSIAN
Company Name: HORIZON REALTY GROUP
Phone: (702) 989-8995
Email: HORIZONREALTYGROUP@LIVE.COM
Fax: (702) 952-9544

Agent's Name: RANDALL CANHA
Agent's Public ID: 220878
Office Address: 2470 ST. ROSE PARKWAY #114
City, State, Zip: HENDERSON, NV 89074

Seller's Response

☒ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.
☐ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.
☐ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

FIRPTA DECLARATION: Pursuant to Section 5.E. herein, Seller declares that he/she
☐ is not -OR-
☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

Seller's Signature | AS Seller's Printed Name BANK OF AMERICA, N.A. | 2/24/2012 Date | 12:00 Time ☐ AM ☒ PM

Seller's Signature | Seller's Printed Name | Date | : Time ☐ AM ☐ PM

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: CLYDE MATT
Company Name: KELLER WILLIAMS MARKET PLACE 1
Phone: (702) 877-2500
Email: OFFERS@REOHOMEPRO.NET

Agent's Name: BROCK MEISENHEIMER
Office Address: 1333 N. BUFFALO DRIVE #270
City, State, Zip: LAS VEGAS, NV
Fax: (702) 596-63706

LICENSEE DISCLOSURE OF INTEREST (SELLER): Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. N/A _____ is a licensed real estate agent in the State(s) of N/A, and has the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) N/A

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: EMILE HAMPTON BUYER(S) INITIALS: _____ / _____

Property Address: 5733 ROYAL CASTLE LANE LAS VEGAS, NV 89130 SELLER(S) INITIALS: _____ / _____

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REO # 00721554

Bank of America, N.A.

REAL ESTATE PURCHASE ADDENDUM

This Real Estate Purchase Addendum ("Addendum") is to be made part of, and incorporated into, the Real Estate Purchase Contract dated 2-3-2012 between ("Seller" and the term "Seller" shall also include Bank of America, N.A.) and Emile Hampton ("Buyer") for the property improvements located at the following address: 5733 ROYAL CASTLE LANE LAS VEGAS NV 89130 ("Property"). Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties." The Contract and this Addendum together constitute the "Agreement".

The Seller and the Buyer agree as follows:

1. LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS:

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER HAS ACQUIRED THE PROPERTY THROUGH FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, OR SIMILAR PROCESS, SELLER HAS NEVER OCCUPIED THE PROPERTY, AND SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY. BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS" (AS MORE FULLY SET FORTH IN SECTION 13 OF THIS ADDENDUM).

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN SECTION 26 OF THIS ADDENDUM, AND ALL REFERENCES IN THIS ADDENDUM TO "CLAIMS," "CLAIM," "Claims," Or "Claim" SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THE AGREEMENT, THE CONDITION OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN SELLING A CURRENT OR PRIOR RESIDENCE OR TERMUNATING A LEASE ON A CURRENT OR PRIOR RESIDENCE, OBTAINING OTHER LIVING ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO NO MORE THAN:

(A) A RETURN OF BUYER'S EARNEST MONEY DEPOSIT IF THE SALE TO BUYER DOES NOT CLOSE; AND

(B) THE LESSER OF BUYER'S ACTUAL DAMAGES OR $5,000.00 IF THE SALE TO BUYER CLOSES.

BUYER SHALL NOT BE ENTITLED TO A RETURN OF BUYER'S EARNEST MONEY DEPOSIT IF BUYER MATERIALLY BREACHES THE AGREEMENT.

BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF

BUYER (Initials) _____

SELLER (Initials) _____

ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS.

ANY REFERENCE TO A RETURN OF THE BUYER'S EARNEST MONEY DEPOSIT CONTAINED IN THE AGREEMENT SHALL MEAN A RETURN OF THE EARNEST MONEY DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO THE BUYER UNDER THE AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT THE BUYER'S REQUEST. TO THE FULLEST EXTENT PERMITTED BY LAW THE BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND THE BUYER ACKNOWLEDGES THAT A RETURN OF ITS EARNEST MONEY DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE THE BUYER FOR ALL CLAIMS. UPON RETURN OF THE EARNEST MONEY DEPOSIT TO THE BUYER, THE AGREEMENT SHALL BE TERMINATED, AND THE BUYER AND THE SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THE AGREEMENT. IF THE SALE TO BUYER CLOSES AND SELLER COMPENSATES BUYER AS PROVIDED ABOVE FOR BUYER'S ACTUAL DAMAGES, IF ANY, THEN THE BUYER AND THE SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THE AGREEMENT.

SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THE AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY THE BUYER AND THE SELLER.

THE BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY LAW:

(A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST THE SELLER FOR SPECIFIC PERFORMANCE;

(B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THE AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;

(C) RIGHT TO INVOKE ANY EQUITABLE REMEDY THAT WOULD PREVENT THE SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY BUYER;

(D) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING UNLESS SUCH CLAIMS ARE MATERIAL AND BUYER NOTIFIES SELLER IN WRITING OF SUCH CLAIMS WITHIN THIRTY (30) DAYS OF THE CLOSING DATE;

(E) ANY REMEDY OF ANY KIND THAT THE BUYER MIGHT OTHERWISE BE ENTITLED TO AT LAW OR EQUITY (INCLUDING, BUT NOT LIMITED TO, RESCISSION OF THE AGREEMENT), EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM;

(F) ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT;

(H) ANY RIGHT TO AVOID THE SALE OF THE PROPERTY OR REDUCE THE PRICE OR HOLD THE SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;

(J) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND

(K) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR BROKER.

References to the "Seller" in this Section 1 of this Addendum shall include the Seller and the Indemnified Parties (as defined in Section 26 of this Addendum, and all references in this Addendum to "Indemnified Parties" or "INDEMNIFIED PARTIES" shall have the meaning set forth in Section 26).

Buyer initials

2. Effective Date: The date of Seller's execution of this Addendum shall be the "Effective Date" of the Agreement, notwithstanding any prior understanding or agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Buyer is not actually received by the Seller before the Seller accepts a competing offer, or gives verbal or written notice of revocation to the Buyer, the Buyer's agent or attorney, or the listing agent. The Agreement must be approved by the Seller's management, and it must be signed by all parties in order to be binding.

3. Purchase Price:

Purchase Price:	$ 84000
Down Payment:	$ 84000
Loan Amount (nte):	$ 0

4. Earnest Money Deposit:

If applicable, escrow will be opened by both parties immediately following the Effective Date with an escrow/closing agent acceptable to the Seller. The Buyer's earnest money deposit of $ 5000.00 is to be delivered to Seller's listing agent to be held pursuant to local law and custom, within 24 hours of the Effective Date.

5. Financing: The Agreement (check one): ( ) is (X) is not contingent on the Buyer obtaining financing for the purchase of the Property. If the Agreement is contingent on financing, the type of financing shall be the following (check one):

- [ ] Conventional
- [ ] FHA
- [ ] VA
- [X] Other (specify: CASH)

(a) If the Agreement is contingent on financing, the Buyer shall apply for a loan in the amount of $ 0 with a term of N/A years, at prevailing rates, terms and conditions. The Buyer shall complete and submit to a mortgage lender an application for a mortgage loan containing the terms set forth in this paragraph within three (3) business days of the Effective Date, and shall use diligent efforts to obtain a mortgage loan commitment within fifteen (15) calendar days from the said date. If, despite the Buyer's diligent efforts, the Buyer cannot obtain a mortgage loan commitment by the specified date, then either the Buyer or the Seller may terminate the Agreement by giving written notice to the other Party. The Buyer's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Buyer and the parties shall have no further obligation to each other under the Agreement. The Buyer agrees

to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan application process. Failure of the Buyer to comply with such requests from the lender that results in the denial of the mortgage loan shall be considered a material breach of the Agreement and the Seller shall be entitled to retain any earnest money deposited by Buyer.

If the Agreement is contingent on financing, as a sales condition, Buyer must obtain a pre-approval letter from a branch office of Bank of America, N.A. for a mortgage loan in an amount and under terms sufficient for Buyer to perform its obligations under the Agreement, and such letter must accompany the Agreement. The pre-approval shall include, but is not limited to, the pre-approval letter, a satisfactory credit report, and proof of funds sufficient to meet Buyer's obligations under the Agreement. Buyer's submission of proof of pre-approval is a condition precedent to Seller's acceptance of Buyer's offer. Seller may require Buyer to obtain, at no cost to Buyer, loan pre-approval as Seller may direct. Notwithstanding any Seller required pre-approval, Buyer is not required to obtain financing from Bank of America, N.A. or Seller-Buyer may obtain financing from any source.

(b) Cash Offer: Buyer shall provide Seller proof of liquid funds on deposit in the United States sufficient to close this transaction. Such proof shall be provided within three (3) business days of the Effective Date and shall be subject to Seller's approval. The Property shall remain on the market until such proof of funds is accepted by Seller. Notwithstanding the terms provided in Section 12 for inspection of the Property, in the event of a noncontingent cash offer all inspections shall be completed and any notice of disapproval shall be given to Seller within seven (7) calendar days of the Effective Date. Failure to timely notify Seller of any disapproval shall be deemed acceptance by Buyer of the inspection results and the condition of the Property. Cash offers shall not be subject to any contingency, unless specifically described in Section 10 of this Addendum.

(c) The Buyer is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by the Buyer. Any change of the loan type, loan terms, financing, or Buyer's lender after the Agreement has been entered into shall be subject to Seller's approval and may require, at Seller's sole discretion, renegotiation of all or some of the terms of the Agreement.

6. Other Financial Terms:

Requested Closing Costs to Be Paid by Seller on Behalf of Buyer:
(limited to loan guidelines)

FHA/VA Allowable Costs:	$
Other Loan Types Non Allowable:	$
Property Transfer Taxes:	$
Home Protection Policy:	$
Other: Buyer Closing Cost	$
Other:	$
TOTAL:	$ 0

Requested Repairs:

By Buyer/Lender (nte):	$
Fumigation/Chemical only:	$
Termite Repairs (nte):	$
Pest Report Fee (nte):	$
Other:	$
TOTAL:	$ 0

BUYER (Initials) _____

SELLER (Initials) _____

Notwithstanding any provision in the Agreement to the contrary, if Seller agrees in the Agreement to pay any of Buyer's closing costs, then Seller shall only pay the lesser of Buyer's actual closing costs and the closing costs that Seller has agreed to pay in the Agreement. Section 17 has additional provisions pertaining to closing costs.

7. Time of the Essence; Closing Date:

(a) It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically, and without notice, if it is not concluded by the Closing Date, or any extension thereof.

(b) The closing shall take place on or before 03 16 2012, or within five (5) calendar days of final loan approval by the lender, whichever is earlier ("Closing Date"), unless the Closing Date is extended in writing signed by the Seller and the Buyer, or extended by the Seller under the terms of the Agreement. The closing shall be held in the offices of the Seller's attorney or agent, or at a place so designated and approved by the Seller, unless otherwise required by applicable law. If the closing does not occur (through no fault of Seller) by the date specified in this Section 7 of this Addendum or in any extension, the Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages.

8. Extension of Closing Date; Per Diem Interest: Any request for extension of the Closing Date by Buyer must be in writing and approved by the Seller, and the Buyer agrees to pay to the Seller a per diem of one-tenth ($1/10^{th}$) of one percent (1%) of the purchase price, but not less than $50.00 per day, towards Seller's carrying costs, through and including the Closing Date specified in the written extension. If the sale does not close by the date specified in the written extension agreement, the Seller may retain the earnest money deposit and the accrued per diem payment as liquidated damages. This provision is not applicable if Buyer obtains FHA/VA financing for the purchase, or for delays caused by Seller.

Buyer initials

9. The Buyer (check one): (☐) does (☒) does not intend to use and occupy the Property as Buyer's primary residence.

10. Additional Terms or Conditions:

The Grantee(s), or purchaser(s), of the Property may not re-sell, record an additional conveyance document, or otherwise transfer title to the Property within 60 days following the Grantor?s execution of this Deed

11. Attachments:

12. Inspections:

(a) On or before ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (b) above) from the Effective Date, the Buyer shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or Buyer shall be deemed to have 1) waived such inspections and any objections to the condition of the Property, and 2) accepted the condition of the Property. The Buyer shall keep the Property free and clear of liens and indemnify and hold the Seller and the Indemnified Parties harmless from all Claims arising out of or relating in any way to the Buyer's inspections, and the Buyer shall repair the Property, at Buyer's sole expense, for all such Claims. The Buyer shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Buyer shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized the Property and the Buyer desires to have the Property inspected, the listing agent will have the Property dewinterized prior to inspection and rewinterized after inspection. The Buyer agrees to pay this expense in advance to the listing agent. The amount paid under this provision shall be nonrefundable.

Within five (5) calendar days of receipt of any inspection report prepared by or for the Buyer, but not later than ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (b) above) from the Effective Date, whichever first occurs, the Buyer shall provide written notice to the Seller of any items disapproved or problems with the condition of the Property. The Buyer's failure to provide such written notice to Seller shall be deemed as Buyer's acceptance of the condition of the Property. The Buyer shall immediately provide to the Seller, at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Buyer's disapproval of the condition of the Property is based. In no event shall the Seller be obligated to make any repairs or replacements, or correct any problems or defects that may be indicated in the Buyer's inspection reports. The Seller may, at its sole discretion, make such repairs, replacements, or corrections to the Property. If the Seller elects not to repair or correct the Property, the Buyer may cancel the Agreement within five (5) calendar days of receiving notice from Seller that Seller elects not to repair or correct the Property. If Buyer timely notifies Seller of such cancellation, then Buyer shall receive all earnest money deposited. If the Seller elects to make any such repairs or corrections to the Property, the Seller shall notify the Buyer after completion of the repairs or corrections and the Buyer shall have five (5) calendar days from the date of such notice, to inspect the repairs or corrections and notify the Seller of any items disapproved. The Buyer's failure to notify Seller of any items disapproved shall be deemed acceptance by Buyer of the condition of the Property.

In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of the Seller. Upon Buyer's request, the Buyer may review such reports, but the Buyer acknowledges that such inspection reports were prepared for the sole use and benefit of the Seller. Buyer shall not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property, and such reports shall not serve as a basis for Buyer to terminate the Agreement.

(b) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Buyer, at the Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions, and bylaws of the condominium or planned unit development or cooperative within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined at the Seller's sole discretion, to assist the Buyer in obtaining a copy of the covenants, conditions and restrictions, and bylaws. The Buyer will be deemed to have accepted the covenants, conditions and restrictions, and bylaws if the Buyer does not notify the Seller in writing within fifteen (15) calendar days of the Effective Date of the Buyer's objection to the covenants, conditions and restrictions, and/or bylaws.

13. CONDITION OF PROPERTY: THE BUYER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS, AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY THE BUYER AND THE SELLER, THE BUYER ACKNOWLEDGES

AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE BUYER ACKNOWLEDGES THAT THE SELLER, AND ITS AGENTS, BROKERS, AND REPRESENTATIVES HAVE NOT MADE, AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN, WITH RESPECT TO:

(A) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY;

(B) THE CONFORMITY OF THE PROPERTY TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, STATUTES, RULES, ORDINANCES, OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES THAT HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS, AND/OR ANY REMODELING OF THE STRUCTURE;

(C) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT OR NON-APPARENT OR LATENT, THAT NOW EXIST OR MAY HEREAFTER EXIST AND THAT, IF KNOWN TO BUYER, WOULD CAUSE BUYER TO REFUSE TO PURCHASE THE PROPERTY; AND

(D) THE EXISTENCE, LOCATION, SIZE, OR CONDITION OF ANY OUTBUILDINGS OR SHEDS ON THE PROPERTY.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in the Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in young children, elderly persons, persons with immune system problems, allergies, or respiratory problems, and pets. Mold has also been reported to cause extensive damage to personal and real property. Buyer is advised to thoroughly inspect the Property for Mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture or floors, behind walls and above ceilings. Any and all presence of moisture, water stains, mildew odors, condensation, and obvious Mold growth, are all possible indicators of a Mold condition, which may or may not be toxic. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, representatives, brokers, or agents cleaned or repaired the Property or remediated the Mold contamination, that Seller does not in any way warrant the cleaning, repairs, or remediation, or that the Property is free of Mold. Buyer is further advised to have the Property thoroughly inspected for Mold, any hidden defects, and/or environmental conditions or hazards affecting the Property. Buyer is also advised that all areas contaminated with Mold should be properly and thoroughly remediated. Buyer represents and warrants that: (A) Buyer accepts full responsibility and liability for all hazards, and Claims that may result from the presence of Mold in or around the Property; (B) If Buyer proceeds to close on the purchase of the Property, then Buyer has inspected and evaluated the condition of the Property to Buyer's complete satisfaction, and Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property; and (C) Buyer has not, in any way, relied upon any representations or warranties of Seller, or Seller's employees, officers, directors, contractors, representatives, brokers, or agents concerning the past or present existence of Mold or any environmental hazards in or around the Property.

BUYER (Initials) _____

SELLER (Initials) _____

In the event the Property is affected by an environmental hazard either Party may terminate the Agreement. In the event the Seller decides to sell the Property to the Buyer and the Buyer agrees to purchase the Property (as evidenced by Buyer and Seller proceeding to close) despite the presence of an environmental hazard, the Buyer releases the Seller and the Indemnified Parties from any Claims arising out of or relating in any way to the environmental hazard or conditions of the Property, and Buyer agrees to also execute an additional general release at closing, in a form acceptable to Seller, related to the environmental hazard if Seller so requests. In the event the Buyer elects not to execute the additional release, Seller may, at the Seller's sole discretion, terminate the Agreement upon notice given to Buyer.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate the Agreement or delay the date of closing or the Buyer may terminate the Agreement. In the event the Agreement is terminated by either Buyer or Seller pursuant to this Section 13, any earnest money deposit will be returned to the Buyer. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Buyer nor the Seller terminate the Agreement, the Buyer agrees (A) to accept the Property subject to the violations, and (B) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceedings. Buyer agrees to execute for closing any and all documents necessary or required by any agency with jurisdiction over the Property and to resolve the deficiencies as soon as possible after the closing.

The closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Buyer at the time of closing. The Buyer agrees that Seller and the Indemnified Parties shall have no liability for any Claims that the Buyer or the Buyer's successors or assigns may incur as a result of construction or other defects that may now or hereafter exist with respect to the Property.

The Seller may be exempt from filing a disclosure statement regarding the condition of the Property because the Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. To the fullest extent allowed by law, Buyer waives any right to receive a disclosure statement from Seller, and Buyer agrees to execute a separate waiver, in a form acceptable to Seller, if the law requires the waiver to be in a separate form.

Buyer initials

14. Repairs: All treatments for wood infesting organisms and all repairs shall be completed by a vendor approved by the Seller, and shall be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood infesting organisms, the Seller shall treat only active infestation. Neither the Buyer, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Buyer, or its representatives, make repairs and/or treatments to the Property prior to closing, the Buyer hereby agrees to release and indemnify the Seller and the Indemnified Parties from and against any and all Claims related in any way to the repairs and/or treatments, and Buyer further agrees, at Seller's request, to execute a separate release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Buyer acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Buyer unless and until the sale of the Property closes in accordance with the Agreement, and if Buyer closes Buyer acknowledges that the Buyer has inspected or has been given the opportunity to inspect all repairs and treatments. Any repairs or treatments made, or caused to be made, by the Seller shall be completed prior to the closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Closing Date. The Buyer acknowledges that closing on this transaction shall be deemed to be the Buyer's reaffirmation that the Buyer is satisfied with the condition of the Property and with all repairs and treatments to the Property. Further, if Buyer closes, Buyer waives all Claims arising out of relating in any way to the condition of, or treatments or repairs to, the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Buyer any receipts for repairs or treatments, written statements indicating dates or types of repairs

and/or treatments, copies of such receipts or statements, or any other documentation regarding any repairs and treatments to the Property. THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS, OR TREATMENTS TO THE PROPERTY.

15. Occupancy Status of Property: The Buyer acknowledges that neither the Seller, nor its representatives, brokers, agents or assigns, has made any warranties or representations, implied or express, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 10 of this Addendum. The Seller, and its representatives, brokers, agents, and assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing unless otherwise noted in Section 10 of this Addendum.

The Buyer further acknowledges that, to the best of the Buyer's knowledge, the Seller (A) is not holding any security deposits from former or current tenants, and (B) has no information as to any security deposits that may have been paid by former or current tenants to anyone. Buyer agrees that no sums representing such tenant security deposits or any rights, title, or interest in such deposits shall be transferred to the Buyer as part of this transaction. The Buyer further agrees to assume all responsibility and liability for the refund of such security deposits to any tenants pursuant to the provisions of applicable laws and regulations. All rents that are due and payable and collected from tenants for the month in which closing occurs will be prorated according to the provisions of Section 17 of this Addendum.

The Buyer acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Buyer agrees that upon the closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including, but not limited to, those proceedings required for compliance with such local rent control ordinances and regulations, will be the Buyer's sole responsibility.

Buyer understands that the Property may be subject to redemption by the prior owner upon payment of certain sums, and Buyer may be dispossessed of the Property. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing. Buyer agrees Buyer shall have no recourse against Seller in the event the right of redemption is exercised.

16. Personal Property: Items of personal property, including but not limited to, window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes, and garage door openers, now or hereafter located on the Property, are not included in this sale or the purchase price unless the personal property is specifically described and referenced in Section 10 of this Addendum. Any personal property at or on the Property may be subject to claims by third parties, and therefore, may be removed from the Property prior to or after the Closing Date. The Seller makes no representations or warranties as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Buyer assumes responsibility for any personal property remaining on the Property at the time of closing.

17. Closing Costs and Adjustments:

(a) The Buyer and the Seller agree to prorate the following expenses as of closing and binding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. In determining prorations, the Closing Date shall be allocated to the Buyer. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Buyer and the Seller as of the Closing Date with payments not yet due and owing to be assumed by the Buyer without credit toward the purchase price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day month and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid, or to be paid after closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised or assessed value of the Property. If the Property is heated by, or has storage tanks for fuel oil, liquefied petroleum gases, or similar fuels, the Buyer will buy the fuel in the tank at closing at the current price as calculated by the supplier. In the event the Seller has paid any taxes, special assessments, or other fees and there is a refund of any such taxes, assessments, or fees after closing, Buyer, as the

then current owner of the Property, or the closing agent, in the event of a holdback for payment of such items, shall immediately remit the refund to the Seller.

(b) **Seller shall only pay those closing costs and fees associated with the transfer of the Property that local custom or practice clearly allocates to Seller and any closing costs and fees specifically agreed to in Section 6, and Buyer shall pay all remaining fees and costs. Notwithstanding the foregoing, FHA/VA allocation of closing costs shall apply when applicable.**

(c) The Seller shall pay the real estate commission per the listing agreement between the Seller and the Seller's listing broker. Unless disclosed to Seller, Buyer represents that Buyer is not a real estate licensee, and that the real estate licensee representing Buyer is not related to, or affiliated with Buyer.

18. Delivery of Funds: Regardless of local custom or practice, Buyer shall deliver all funds due the Seller from the sale by wire transfer or in the form of cash, bank check, or certified check to the closing agent prior to delivery of the deed by the Seller to the Buyer.

19. Certificate of Occupancy: If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification, or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Buyer understands that the Seller requires the Certificate of Occupancy to be obtained by the Buyer at the Buyer's sole cost and expense. The Buyer shall make application for all required Certificates of Occupancy within ten (10) calendar days of the Effective Date. The Buyer shall not have the right to delay the closing due to the Buyer's failure or inability to obtain any required Certificate of Occupancy. Failure of the Buyer to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement.

20. Delivery of Possession of Property: The Seller shall deliver possession of the Property to the Buyer at closing and funding of the sale. The delivery of possession shall be subject to the rights of any tenants or parties in possession per Section 15 of this Addendum. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing and funding without the prior written consent of the Seller, then: (A) Such event shall constitute a material breach by the Buyer under the Agreement; (B) The Seller may terminate the Agreement; (C) The Buyer shall be liable to the Seller for all Claims caused by any such alteration or occupation of the Property prior to closing and funding; and (D) Buyer waives all Claims for improvements made by the Buyer to the Property including, but not limited to, any Claims for unjust enrichment.

21. Deed: The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title that grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quitclaim or Bargain and Sale Deed). Any reference to the term "deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.

22. Defects in Title: If the Buyer raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Buyer. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the closing date set forth in the Agreement, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Buyer shall perform pursuant to the terms set forth in the Agreement. The Seller is not obligated to (A) remove any exception, (B) bring any action or proceeding or bear any expense in order to convey title to the Property, or (C) make the title marketable or insurable. Any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Buyer acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to a mortgagor's right of redemption. In the event the Seller is not able to (A) make the title insurable or correct all title problems, or (B) obtain title insurance for the Property from a reputable title insurance company, either Party may terminate the Agreement and any earnest money deposit will be returned to the Buyer as the Buyer's sole remedy at law or equity.

BUYER (Initials) _____

SELLER (Initials) _____

23. Representations and Warranties:

In addition to Buyer's representations and warranties made elsewhere herein, such as those found in Section 13 of this Addendum, the Buyer represents and warrants to the Seller the following:

(a) The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents, or assigns, including, but not limited to, any information provided on any brochures or web sites of Seller or Seller's agents or brokers, or any information on the Multiple Listing Service;

(b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof, except as expressly set forth in Section 10 of this Addendum;

(c) The Buyer has not relied on any representation or warranty from the Seller, or Seller's agents or brokers regarding the nature, quality, or workmanship of any repairs made by the Seller;

(d) The Buyer will not occupy, or cause or permit others to occupy, the Property prior to closing and funding, and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, Buyer will not occupy or cause or permit others to occupy the Property after closing; and

(e) Buyer is not an officer, an employee, a director, or a Business Partner (as defined below) of Bank of America, N.A., or its parent company, subsidiaries, or affiliated companies. Buyer understands and acknowledges that Seller prohibits such persons from purchasing the Property, directly, indirectly, or through a family member or an interest in a partnership, corporation, joint venture, trust, or other entity. "Business Partner" shall mean any agent, broker, appraiser, attorney, trustee, property inspection or preservation company, title company, representative, or vendor of Bank of America, N.A., or its parent company, subsidiaries, or affiliated companies.

Buyer initials

24. Conditions to the Seller's Performance: The Seller shall have the right, at the Seller's sole discretion, to extend the Closing Date or to terminate the Agreement if:

(a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;

(b) the Seller determines that it is unable or it is economically not feasible to convey good and marketable title to the Property insurable by a reputable title insurance company at regular rates;

(c) a third party having an interest in the Property (or the loan that was secured by the Property) has requested that the servicing lender, or any other party, release the servicing of or repurchase such loan or the Property;

(d) full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing Date;

(e) any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;

(f) the Buyer is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and the Buyer has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute a material breach under the Agreement,

entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or

(g) the Seller, at the Seller's sole discretion, determines that the sale of the Property to the Buyer, or any related transactions, are in any way associated with illegal activity of any kind.

In the event the Seller elects to terminate the Agreement as a result of (a), (b), (c), (d), (e) or (g) above, the Seller shall return the Buyer's earnest money deposit and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 30 of this Addendum.

25. Seller's Remedies for Buyer's Default:

In the event of Buyer's material breach or material misrepresentation of any fact under the terms of the Agreement, (1) the Seller, at its option, may retain the earnest money deposit and any other funds then paid by the Buyer as liquidated damages and/or invoke any other remedy expressly set out in the Agreement or available under applicable law, (2) the Seller is automatically released from the obligation to sell the Property to the Buyer, and (3) Seller and the Indemnified Parties shall not be liable to the Buyer for any Claims arising out of or relating in any way to the Seller's failure to sell and convey the Property to Buyer.

26. Indemnification: The Buyer agrees to indemnify, defend and hold harmless Seller, and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, brokers, predecessors, successors, and assigns ("Indemnified Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("Claims") arising from, in connection with, or in any way relating to:

(a) inspections or repairs made by the Buyer or its agents, representatives, brokers, employees, contractors, successors or assigns;

(b) the imposition of any fine or penalty imposed by any governmental entity resulting from the Buyer's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;

(c) claims for amounts due and owed by the Seller for real property taxes, homeowner's association dues or assessment, or any other items prorated at closing under Section 17 of this Addendum, including any penalty or interest and other charges, arising from the proration of such amounts for which the Buyer received a credit at closing under Section 17 of this Addendum;

(d) the Buyer or the Buyer's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required Certificates of Occupancy; or

(e) The Buyer's breach of or failure to comply fully with any provision in the Agreement.

Buyer initials

27. Risk of Loss: In the event of fire, destruction, or other casualty loss to the Property after the Seller's acceptance of the Agreement and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Buyer shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition at the purchase price provided in Section 3 herein with no reduction for such loss, or (b) terminate the Agreement and receive a refund of any earnest money deposit.

28. Eminent Domain: In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and the earnest money deposit shall be returned to the Buyer and neither Party shall have any further rights or liabilities hereunder, except as provided in Section 30 of this Addendum.

29. Keys: Buyer is aware that the property may be on a master key system. Buyer is encouraged to re-key the property after closing. Buyer agrees to hold Seller and the Indemnified Parties harmless for any Claims relating in any way to any theft or damage of personal property that occurs after the Closing Date.

30. Survival: Delivery of the deed to the Property to the Buyer by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, the provisions of Sections 1, 13, 14, 15, 17, 19, 20, 23, 25, 26, 27, 28, 30, and 47 of this Addendum, as well as any other provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.

31. Title and Closing: The providers of title and escrow/closing services shall be designated by Seller. Seller shall pay for Standard ALTA Homeowners policy of title insurance. Buyer is hereby notified that LandSafe Title Company is an affiliate of Seller.

32. Severability: If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

33. Termination of Agreement: If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement pursuant to Section 30 of this Addendum.

34. Assignment of Agreement: The Buyer shall not assign the Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, the Buyer.

35. Modification and Waiver: No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by the Buyer and the Seller. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

36. Rights of Others: The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

37. Counterparts and Facsimile: The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes, including all matters of evidence and the "best evidence" rule.

38. Headings: The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.

39. Gender: Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

40. Force Majeure: Except as provided in Section 27 to this Addendum, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans, or other means.

41. Attorney Review: The Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

42. Notices: Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery or by fax with confirmation of transmission to the numbers below, or five (5) calendar days after mailing by first class mail, postage paid,. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to the Buyer shall be deemed sent or delivered and effective when sent or delivered to the Buyer or the Buyer's attorney or agent at the address or fax number shown below.

43. Dispute Resolution: At the request of either Party, any dispute arising under this Agreement shall be submitted to mediation before resorting to arbitration or court action. Mediation fees shall be divided equally and each Party shall bear his or its own attorney's fees and costs. Neither Party may require binding arbitration prior to commencement of court action, although the parties may mutually agree to such arbitration.

44. EFFECT OF ADDENDUM: THIS REAL ESTATE PURCHASE ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW. The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement.

45. Initials: Buyer and Seller agree to all of the terms in the Agreement whether any provision or page is separately initialed or not. For emphasis some sections or provisions in the Agreement contain a place for Buyer and/or Seller to separately initial, but the failure by Buyer or Seller to initial any section, provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.

46. Entire Agreement: The Agreement (including any disclosure of information on lead based paint or hazards, and other disclosure forms or notices required by law to be provided to Buyer) constitutes the entire agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants, and agreements. Further, Buyer and Seller represent that there are no oral or other written agreements between the Parties. ALL NEGOTIATIONS ARE MERGED INTO THE AGREEMENT, AND NO ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERSTANDINGS, COMMUNICATIONS, AGREEMENTS, OR INFORMATION MADE OR PROVIDED BY THE SELLER, OR SELLER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR BROKERS, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON SELLER'S OR SELLER'S AGENT OR BROKER'S WEB SITES, SALES BROCHURES, OR ON THE MULTIPLE LISTING SERVICE SHALL BE DEEMED VALID OR BINDING UPON THE SELLER, UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT.

BUYER (Initials)_____

SELLER (Initials)_____

47. Attorneys' Fees, Court Costs, and Legal Expenses: In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Agreement the prevailing Party shall be entitled to recover from the losing Party all reasonable attorneys' fees, costs, and expenses incurred in such action, proceeding, or arbitration.

48. LANGUAGE IN BOLD OR CAPITALIZED: FOR EMPHASIS AND BUYER'S BENEFIT SOME PROVISIONS HAVE BEEN BOLDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS ADDENDUM IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS ADDENDUM SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.

IN WITNESS WHEREOF, the Buyer and the Seller have entered into the Agreement effective as of the date it is executed by Seller as set forth below.

BUYER(S):

Signature: _____

Date: 2-23-12

Print Name: Emile Hampton

Address: 1052 Via Saint Cecilia Pl
Henderson NV 89011

Telephone: _____

Fax: _____

Signature: _____

Date: _____

Print Name: _____

Address: _____

Telephone: _____

Fax: _____

SELLER:

Bank of America, N.A. as Agent in Fact for:

_____ MVP

By: [redacted] Adam Perez Jr.

Title: ASSET MANAGER

Date: ~~2/23/12~~
2/24/12

ASSET MANAGER
BANK OF AMERICA, N.A.

BUYER'S AGENT:

Buyer's Agent Name: Randall Canha

Address: 2470 St Rose Parkway 114

SELLER'S AGENT:

Seller's Agent Name: BROCK MEISENHEIME

Address: 1333 N. Buffalo Drive Ste. 270

BUYER (Initials) _____

SELLER (Initials) _____

Henderson NV 89074

Telephone: 702-989-8995

Fax:

Las Vegas NV 89128

Telephone: 7029929806

Fax: 7029663706

BUYER'S ATTORNEY:

Name:

Address:

Telephone:

Fax:

SELLER'S ATTORNEY:

Name:

Address:

Telephone:

Fax:

CLOSER:

Company Name:

Contact Person:

Telephone:

Fax:

TITLE COMPANY:

Company Name: LPS Default Title

Contact Person: L PS DEFAULT TITLE

Telephone: 7142477000

Fax:

BANK OF AMERICA CLOSING CONTACT:

Escrow/Closing Officer Name:

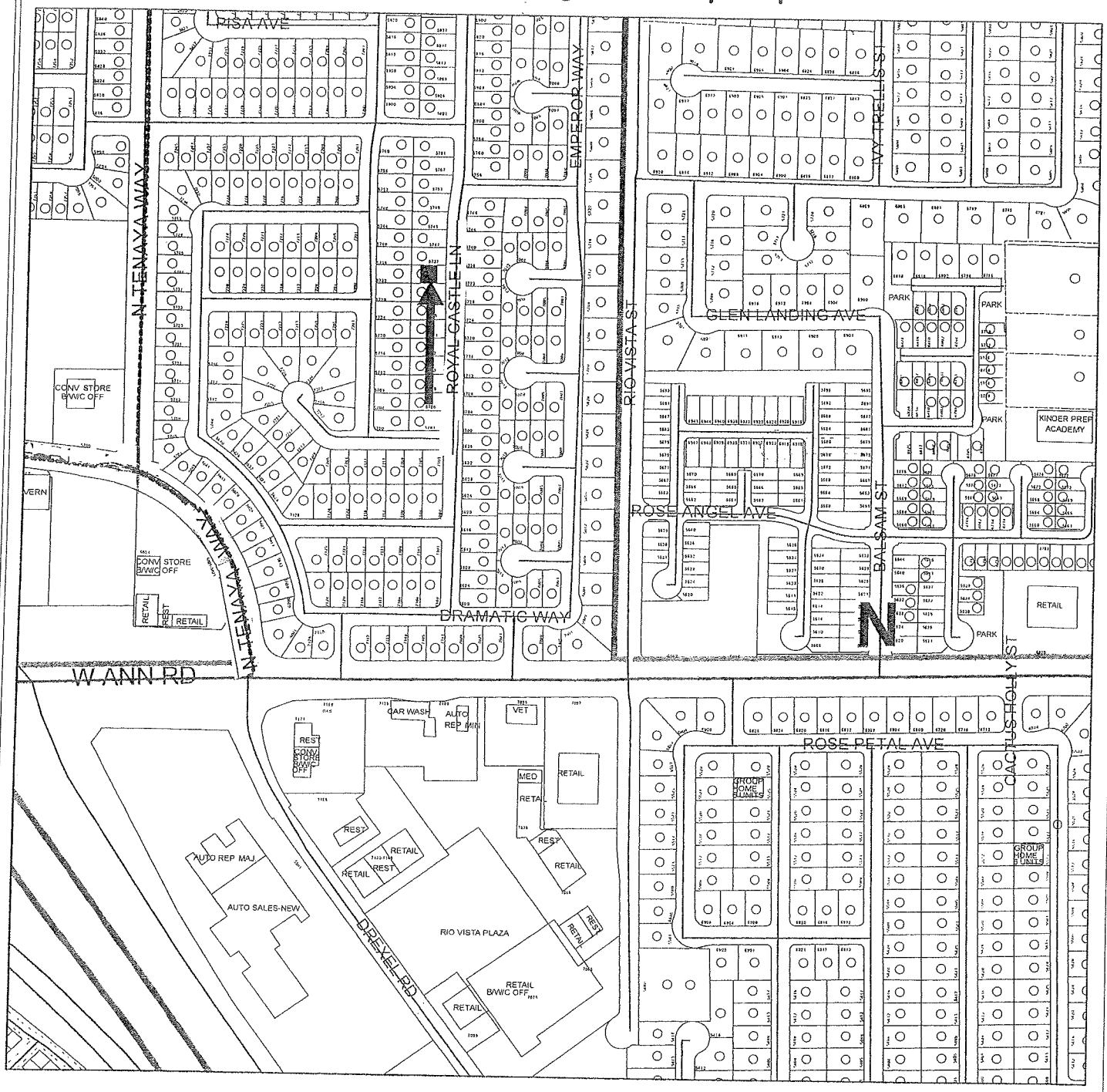
Escrow/Closing Officer Phone No.:

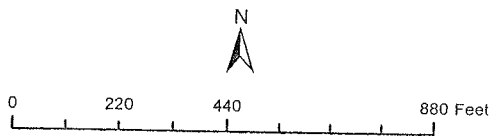
Escrow/Closing Asst. Name:

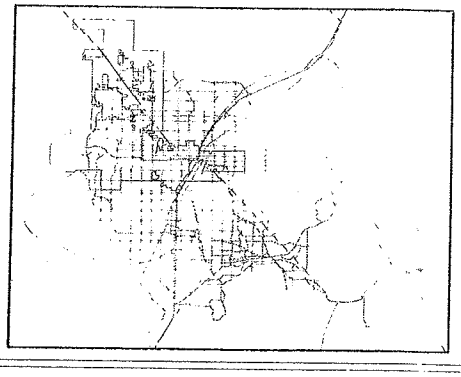
Escrow/Closing Asst. Phone No.:

5733 ROYAL CASTLE LANE
CROSS STREETS - ANN//TENAYA

City of Las Vegas Vicinity Map





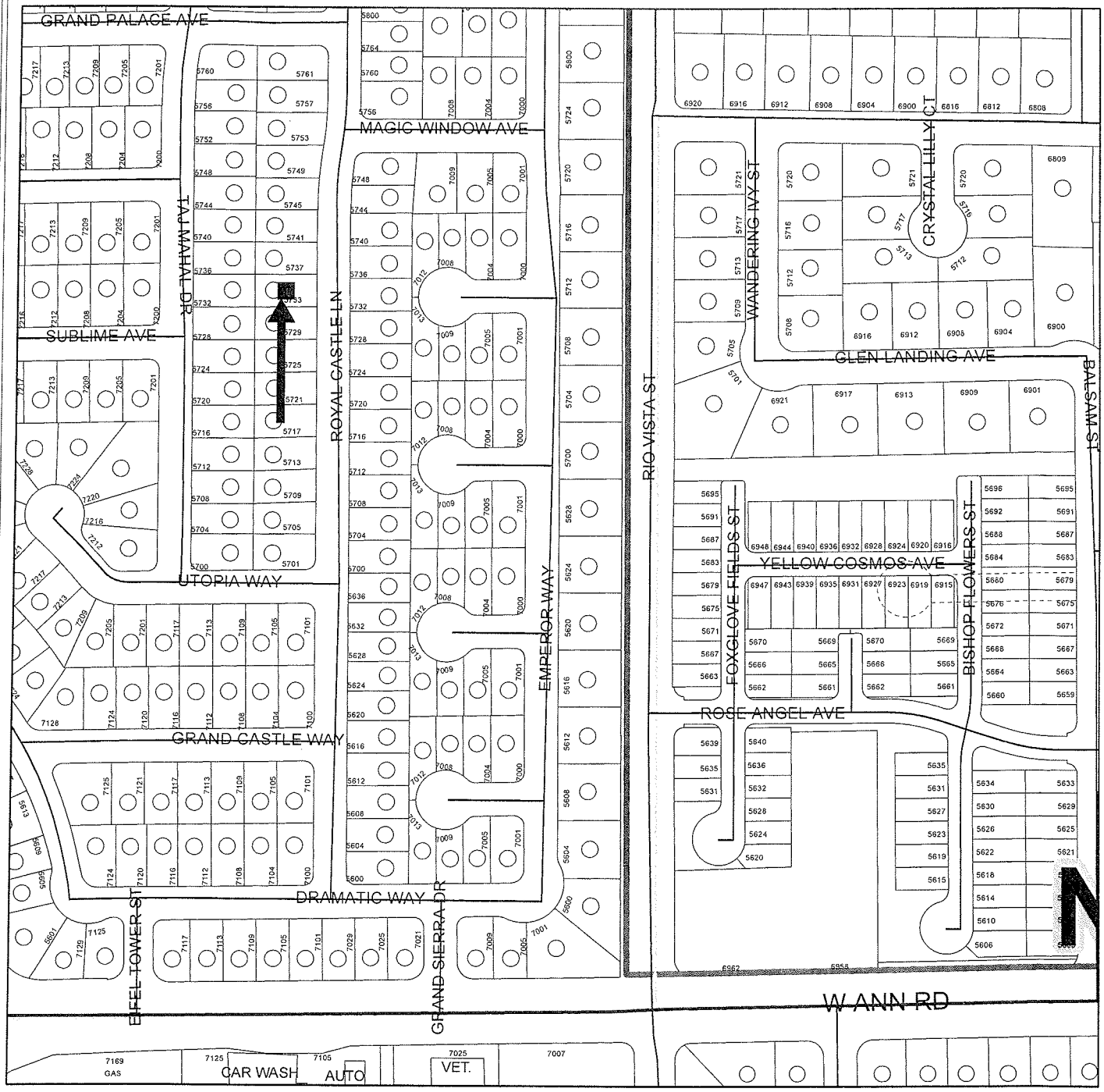


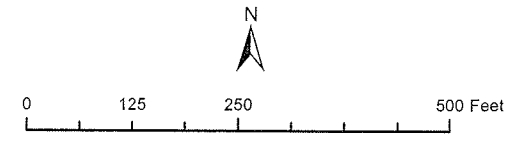
GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

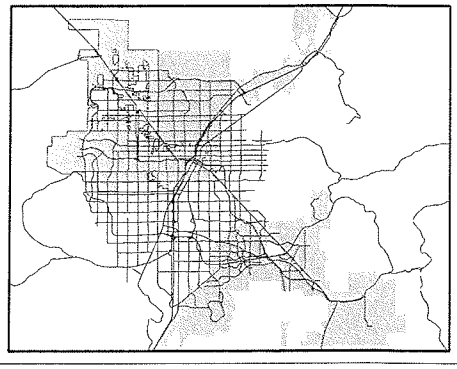
PLANNING & DEVELOPMENT

5733 ROYAL CASTLE LANE
CROSS STREETS - ANN//TENAYA

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

Associated Fees and Civil Penalties

Seven (7) inspections with (6) failed inspections.

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT COST	$448.00	$448.00	$0.00
ADMINISTRATIVE COSTS RECOVERY FEE (15% of Abatment Contract Price)	$67.20	$67.20	$0.00
INSPECTION COSTS RECOVERY FEE ($0 for first 2 Inspections; $120 for 3rd Inspection; $180 for Each Inspection Thereafter)	$840.00	$840.00	$0.00
LATE FEES (10% of Inspection Fees):	$84.00	$84.00	$0.00
TOTAL OUT-OF-POCKET COSTS:	$1,439.20	$1,439.20	**$0.00**
CIVIL PENALTIES			
FAILED INSPECTION CIVIL PENALTIES ($150 lst Failure; $300 2nd Failure; $500 Each Failure Thereafter)	$1,450.00	$1,450.00	$0.00
DAILY CIVIL PENALTIES ($500 Per Day From Notice of Violation until Award of Abatement Contract)	$45,200.00	$0.00	$45,200.00
TOTAL LATE FEES & CIVIL PENALTIES	$46,650.00	$1,450.00	**$45,200.00**
TOTAL ALL COSTS, LATE FEES AND PENALTIES			**$45,200.00**

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
WARD 2, VACANT

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 4, 2012

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, APRIL 4, 2012,** at the hour of **1:00 P.M.** in the City Council Chambers, 495 South Main Street, Las Vegas, Nevada, the City Council will consider the waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **5733 Royal Castle Lane – Case No. 69442.** The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$45,200.00 (after payment of $1,450.00)** were imposed. Owner of record: **U S BANK NATIONAL ASSN TRS – WARD 6 (ROSS)**

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
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-44629 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: JUSTO SATARAY - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-36345) FOR A PROPOSED 1,966 SQUARE-FOOT ADDITION TO AN EXISTING 1,296 SQUARE-FOOT OFFICE, MEDICAL WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW BUFFER WIDTHS OF ZERO FEET ALONG THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED, ZERO FEET ALONG THE SOUTH AND EAST PERIMETERS WHERE EIGHT FEET IS REQUIRED, SIX FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED AND ZERO FEET BETWEEN THE SIDEWALK AND BACK OF CURB WHERE FIVE FEET IS REQUIRED ADJACENT TO ARTERIAL STREETS on 0.35 acres at 216 North Lamb Boulevard (APN 140-32-301-001), P-R (Professional Office and Parking) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

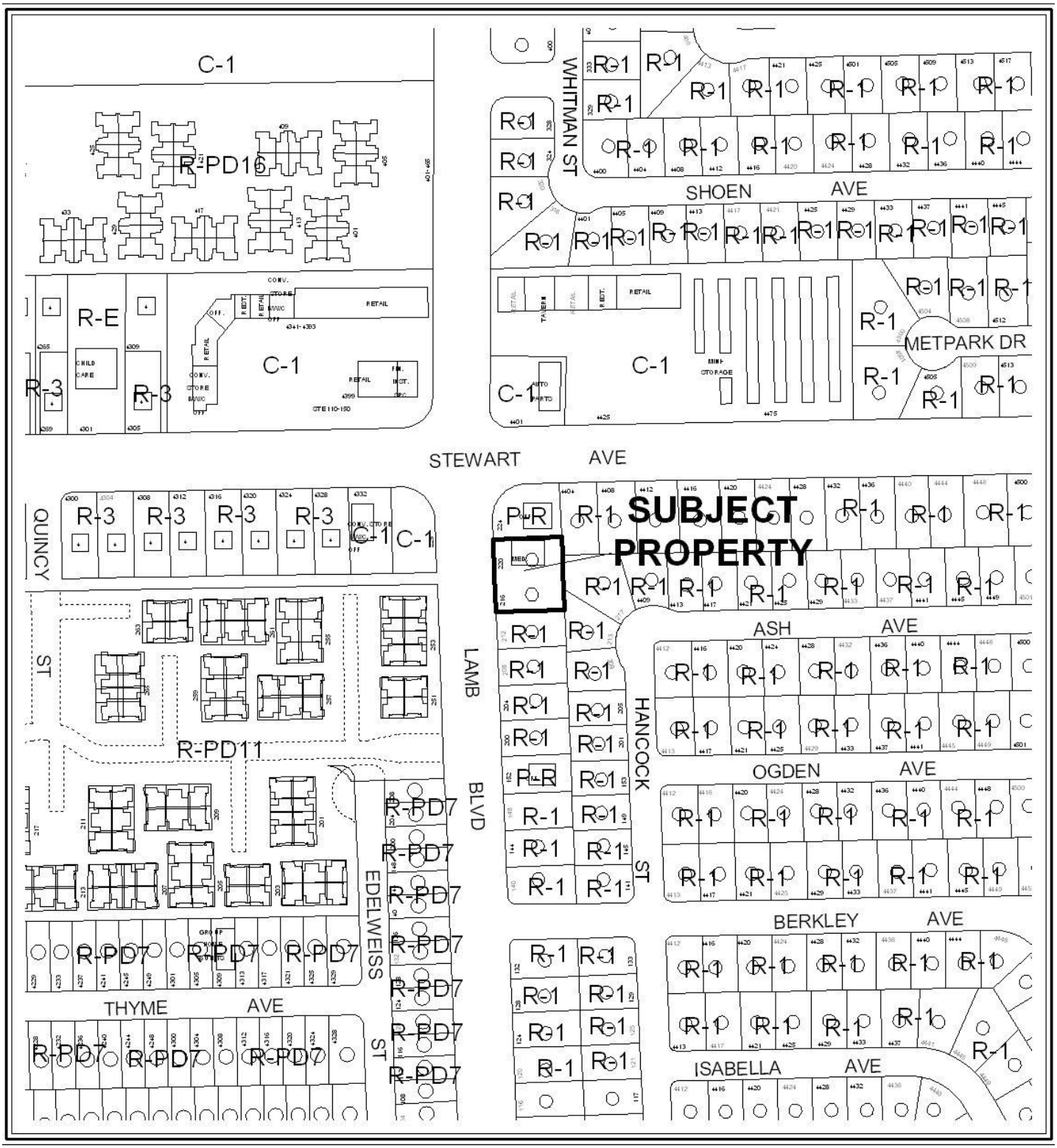
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

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-36345
5. Justification Letter

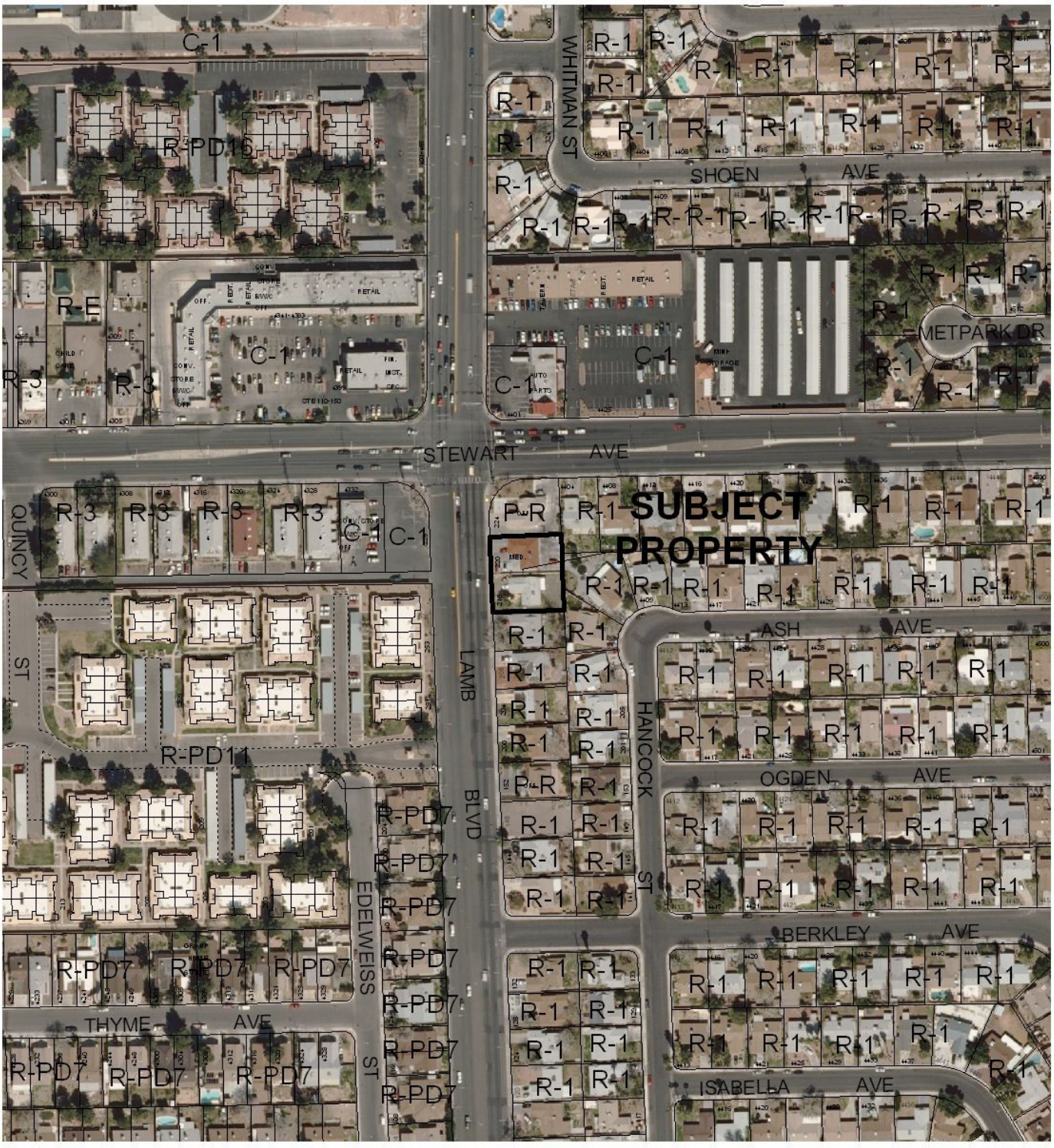


0 200 400 Feet

CASE: EOT-44629

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N



0 200 400 Feet

CASE: EOT-44629

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 4, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JUSTO SATARAY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-44629	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-44629 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-36345) shall expire on March 3, 2014 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-36345) and all other site related actions as required by the Departments of Planning and Public Works.

Building

3. These Conditions of Approval and the Conditions of Approval of the original entitlement (SDR-36345) shall be affixed to the cover sheet of the plan set submitted for building permit.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting an Extension of Time of a previously approved Site Development Plan (SDR-36345) for a 1,966 square-foot addition to an existing 1,296 square-foot medical office with waivers of the perimeter landscaping buffer standards at 216 North Lamb Boulevard. Building permit #172708 for tenant improvements and the addition has been processed, but the plans are still being reviewed, therefore no permits have been issued. The applicant is requesting an Extension of Time to allow time for the permits to be issued as the design work has been completed, and a contractor retained for the construction of the project. Since the applicant has made progress on the project and anticipates starting construction soon, staff is recommending approval with a two-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/00	The City Council approved a request for a General Plan Amendment (GPA-0004-00) from L (Low Density Residential) to O (Office) of approximately 6.53 acres on the east side of Lamb Boulevard, south of Stewart Avenue. The Planning Commission recommended approval.
04/07/04	The City Council approved a request for Rezoning (ZON-3678) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on 0.16 acres at 220 North Lamb Boulevard. The Planning Commission and staff recommended approval.
04/05/06	The City Council approved a request for an Extension of Time (EOT-11858) of a previously approved Rezoning (ZON-3678) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on 0.16 acres at 220 North Lamb Boulevard. Staff recommended approval.
06/07/06	The City Council approved a request for a Site Development Plan Review (SDR-12619) for the conversion of a single family residence to an office use and a waiver of the perimeter landscaping requirements on 0.17 acres at 220 North Lamb Boulevard. The Planning Commission and staff recommended approval.
03/03/10	The City Council approved a request for Rezoning (ZON-36347) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on 0.17 acres at 216 North Lamb Boulevard. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/03/10	The City Council approved a related request for a Site Development Plan Review (SDR-36345) for a proposed 1,966 square-foot addition to an existing 1,296 square-foot office, medical with waivers of perimeter landscape buffer standards to allow buffer widths of zero feet along the north perimeter where six feet is required, zero feet along the south and east perimeters where eight feet is required, six feet along the west perimeter where 15 feet is required and zero feet between the sidewalk and back of curb where five feet is required adjacent to arterial streets.
06/23/10	The Planning and Development Department and Department of Public Works administratively approved a request for a Final Map Technical Review (FMP-38516) for Charleston Gardens No. 1.

Most Recent Change of Ownership	
06/06/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/20/08	A business license (C14-00545) was issued for a Medical Clinic at 220 North Lamb Boulevard. The license is still active.
08/20/08	A business license (Q07-01568) was issued for a Medical Practice at 220 North Lamb Boulevard. The license is still active.
09/27/10	Plans were submitted for medical office tenant improvements and an addition at 220 North Lamb Boulevard. No permits have yet to be issued as the plans are still in the review stage.

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	
03/01/12	Staff conducted a field check of the subject site with the following observations: • The area surrounding the building was neat and clean in appearance. • There was a banner hanging on the wall/fencing on the south side of the property and two signs on the northwest corner of the building that are not permitted.

Details of Application Request	
Site Area	
Gross Acres	0.35

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Medical Offices	O (Office)	P-R (Professional Office and Parking)
North	Offices	O (Office)	P-R (Professional Office and Parking)
South	Single Family Residences	O (Office)	R-1 (Single Family Residential)
East	Single Family Residences	O (Office)	R-1 (Single Family Residential)
West	Multi-Family Residences	ML (Medium-Low Density Residential)	R-PD11 (Residential Planned Development- 11 Units Per Acre)
	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an extension of time of a previously approved Site Development Plan (SDR-36345) for a 1,966 square-foot addition to an existing 1,296 square-foot medical office with waivers of the perimeter landscaping buffer standards to allow buffer widths of zero feet along the north perimeter where six feet us required, zero feet along the south and east perimeters where eight feet is required, and six feet along the west perimeter where 15 feet is required and zero feet between the sidewalk and back of curb where five feet is required at 216 North Lamb Boulevard. Building permit #172708 for tenant improvements and the addition has been processed, but the plans are still being reviewed, therefore no permits have been issued.

Title 19.16.100 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-36345) has not been exercised in accordance with the requirements of Title 19.16.100 as a building permit has not been issued for the proposed project. The applicant is requesting an Extension of Time to allow time for the permits to be issued as the design work has been completed, and a contractor retained for the construction of the project. Since the applicant has made progress on the project and anticipates starting construction soon, staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-36345) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-44629 APN: 140-32-301-004

Name of Property Owner: Justo Salaray

Name of Applicant: _____

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Justo Salaray

Subscribed and sworn before me

This 16th day of February, 2012

_____

Notary Public in and for said County and State

NAFEESA SALLEE'
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 93-3420-1
MY APPT. EXPIRES AUGUST 15, 2013

RECEIVED
FEB 16 2012
City of Las Vegas
Department of Planning

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR 36345

Project Address (Location) 216 N. Lamb blvd Las Vegas NV 89110

Project Name Clinica Medica del Pueblo **Proposed Use** Medical

Assessor's Parcel #(s) 140-32-301-001 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 1966 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Justo Sataray **Contact** (702) 544-1614

Address 9983 Desert Acre Rd. **Phone:** 544-1614 **Fax:** (702) 459-2405

City Las Vegas **State** NV **Zip** 89178

E-mail Address SatarayJusto@hotmail.com

APPLICANT Justo Sataray **Contact** _____

Address 9983 **Phone:** _____ **Fax:** _____

City Same as above **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address Same as Owner **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Justo Sataray

Subscribed and sworn before me

This 16th day of February, 2012.

Nafeesa Sallee

Notary Public in and for said County and

NAFEESA SALLEE'
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 93-3420-1
MY APPT. EXPIRES AUGUST 15, 2013

FOR DEPARTMENT USE ONLY

Case #	ETO - 44629
Meeting Date:	4/4/2012
Total Fee:	300.00
Date Received:*	2/16/2012
Received By:	MADG

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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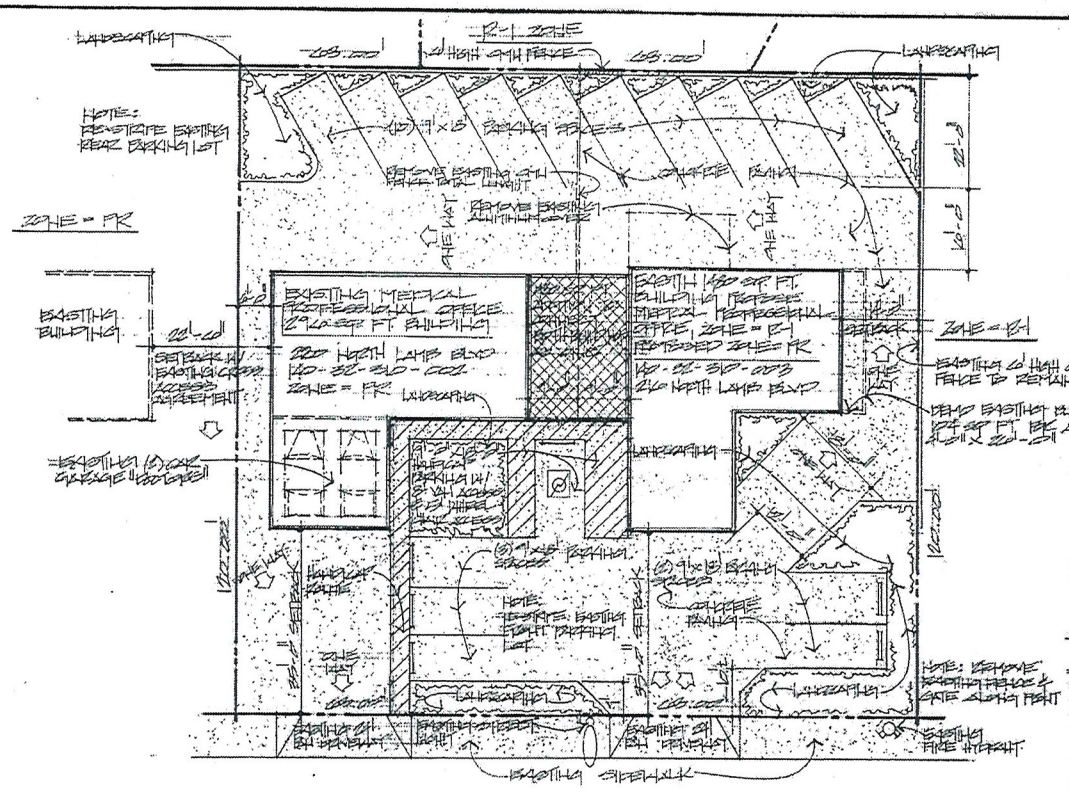
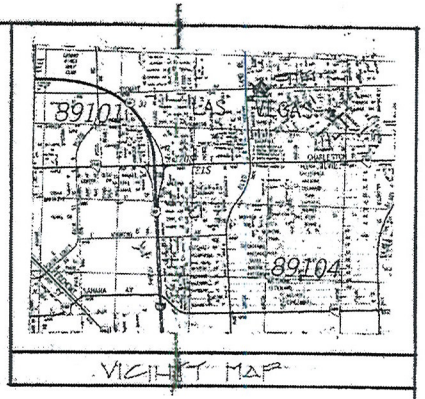




PROPOSED ZONE CHANGE FOR
210 LAMB BLVD. 140-32-310-003

EXISTING ZONE: R-1
PROPOSED ZONE: PR

PROPOSAL TO EXPAND & ENLARGE EXISTING PROFESSIONAL MEDICAL OFFICE BUILDING
3200± TOTAL SQUARE FOOT BUILDING

PARKING ANALYSIS

EXISTING BUILDING 200 N. LAMB BLVD	1296 SQ FT
EXISTING BUILDING 210 N. LAMB BLVD	1680 SQ FT
PROPOSED EXTENSION OF EXISTING	180 SQ FT
TOTAL AREAS	3200± SQ FT

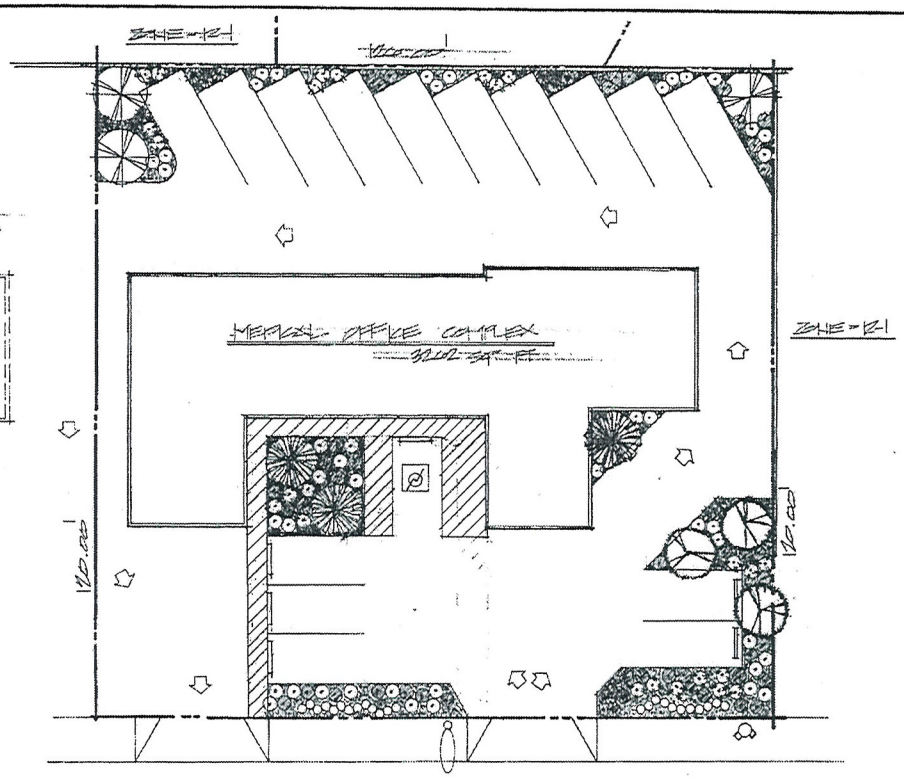
3200± SQ FT - 1ST 2000 SQ. FT. @ 1/200 = 10 SPACES
1200± SQ FT = 1200 SQ. FT. @ 1/150 = 8 SPACES

TOTAL SPACES REQUIRED	18 SPACES
TOTAL SPACES PROVIDED	18 SPACES

LAMB BLVD 80' R.O.W.

SITE PLAN 1" = 10'-0"

RECEIVED
FEB 16 2012
EOT-44629
City of Las Vegas
Department of Planning



NORTH

LANDSCAPING LEGEND

SYMBOL	DESIGNATION	SIZE
	PHOENIX SPECIES "DATE PALM"	
	MONDALE PINE PINUS BRUTIA ELDARICA	
	OLEA EUROPACA 'SWAN HILL' - MULTI SWAN HILL FRUITLESS OLIVE	
	ACACIA SMALLII - MULTI SWEET ACACIA	
	MEXICAN FANPALM WASHINGTONIA ROBUSTA	
	MYRTUS COMMUNIS 'COMPACTA' DWARF GREEK MYRTLE	
	CAESALPINIA GILLESII YELLOW BIRD OF PARADISE	
	RED YUCCA HESPERALOE PARVIFLORA	
	CONVOLVULUS CNEORUM BUSH MORNING GLORY	
	SENECIO CINERARIA - DUSTY MILLER	
	DECORATIVE GRAVEL PAVING SEE LANDSCAPE NOTES	
	MOUND - CONTOUR LINES @ 1'-0" INTERVAL ABOVE FINISH GRADE SLOPE	
	LANDSCAPE BOULDERS - SANDSTONE	

LAMB BLVD 80' R.O.W

LANDSCAPE PLAN 1"=20'-0"

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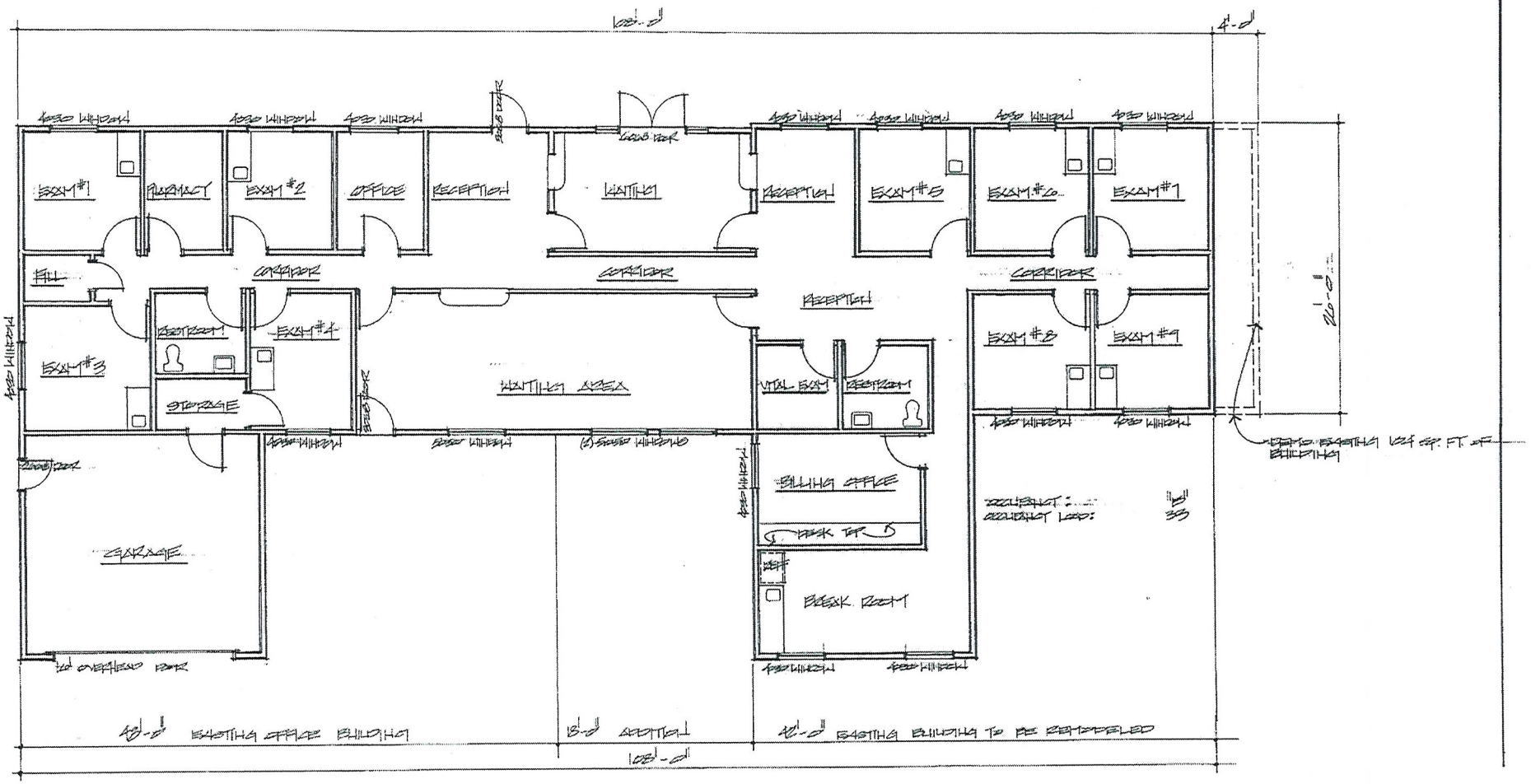

FLOOR PLAN 1/4"=1'-0"

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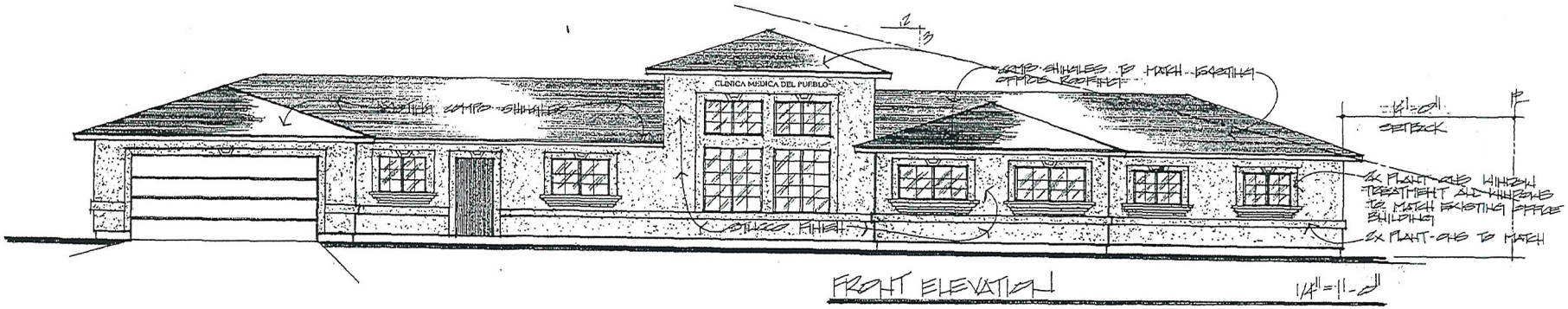
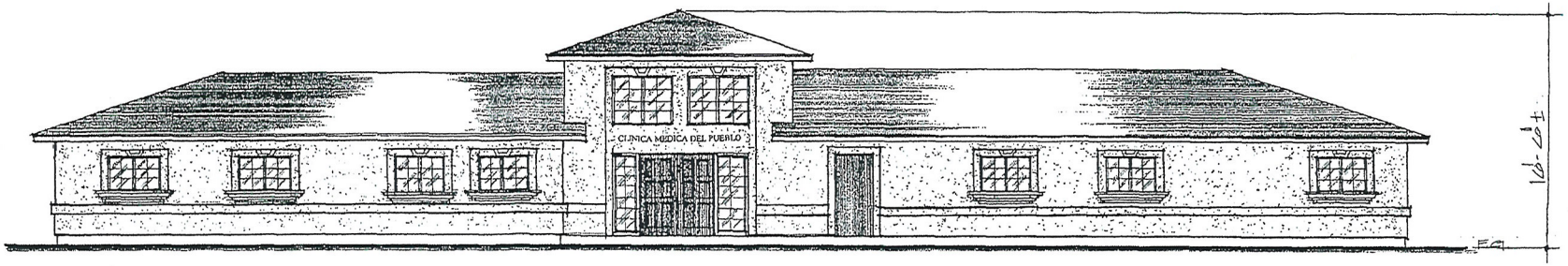


FRONT ELEVATION 1/4"=1'-0"



REAR ELEVATION 1/4"=1'-0"

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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
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

March 5, 2010

Mr. Justo Sataray
220 North Lamb Boulevard
Las Vegas, Nevada 89110

RE: SDR-36345 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MARCH 3, 2010
RELATED TO ZON-36347

Dear Mr. Sataray:

The City Council at a regular meeting held March 3, 2010 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 1,966 SQUARE-FOOT ADDITION TO AN EXISTING 1,296 SQUARE-FOOT OFFICE, MEDICAL WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW BUFFER WIDTHS OF ZERO FEET ALONG THE NORTH PERIMETER WHERE SIX FEET IS REQUIRED, ZERO FEET ALONG THE SOUTH AND EAST PERIMETERS WHERE EIGHT FEET IS REQUIRED, SIX FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED AND ZERO FEET BETWEEN THE SIDEWALK AND BACK OF CURB WHERE FIVE FEET IS REQUIRED ADJACENT TO ARTERIAL STREETS on 0.35 acres at 216 and 220 North Lamb Boulevard (APNs 140-32-310-002 and 003), R-1 (Single Family Residential) [PROPOSED: P-R (Professional Office and Parking) Zone] and P-R (Professional Office and Parking) Zones. The Notice of Final Action was filed with the Las Vegas City Clerk on March 4, 2010. This approval is subject to:

Planning and Development

1. All signage shall be in compliance with Title 19.14 requirements and all required building permits shall be obtained prior to installation.

2. Approval of Rezoning (ZON-36347) shall be required.

3. Conformance to the conditions for Rezoning (ZON-3678).

4. Site Development Plan Review SDR-12619 shall be expunged.

5. 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.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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6. All development shall be in conformance with the site plan, landscape plan, building elevations and color boards date stamped 01/04/10, except as amended by conditions herein.

7. The applicant shall work with city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to issuance of a building permit.

8. A Waiver from Title 19.12.040(A) is hereby approved, to allow a zero-foot landscape buffer along a portion of the north perimeter where six feet is required; a zero-foot landscape buffer along portions of the south and east perimeter where eight feet is required; and a six-foot landscape buffer along a portion of the west perimeter where 15 feet is required.

9. A Waiver from Title 19.12.040(F) is hereby approved, to allow a zero-foot landscape buffer between the back of curb and the sidewalk along Lamb Boulevard where a minimum five-foot landscape buffer is required.

10. An Exception from Title 19.12.040(B) is hereby approved, to allow four trees within perimeter landscape buffers where 15 trees are the minimum required.

11. An Exception from Title 19.10.010(J)(11) is hereby approved, to allow zero trees and zero landscape islands within the parking area where two trees are required.

12. 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.

13. 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.

14. 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).

15. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

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16. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

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. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

19. Coordinate with the Building and Safety Department to determine if existing lot lines are in conflict with the new proposed structure. If it is determined that a mapping or other lot consolidation is required, coordinate with the City Surveyor to determine the most appropriate lot consolidation method. If no mapping is required, then record a Joint Access Agreement between the two parcels comprising this Site Plan.

20. Provide a copy of a recorded Joint Access Agreement between this site and the adjoining parcel to the north prior to the issuance of any permits.

21. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. The existing "pan" style driveways may remain.

22. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Lamb/Pecos Bus Turnout project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

23. 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.

24. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. David Rodriguez
2545 Torrey Pines Drive
Las Vegas, Nevada 89146

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EOT-44629

February 15, 2012

Justification for Time Extension
SDR-36345
Site Development Plan Review
Clinica Medica Del Pueblo
216 N. Lamb Blvd., Las Vegas, Nevada 89110

The local economy and construction industry have gone through turbulent times during the two years since this project was approved by the Planning Commission and City Council. Many engineering firms and construction companies have drastically changed personnel or gone out of business. Some of these changes directly impacted and delayed progress on our project. Thus, the project hasn't moved ahead as fast as we had planned and would have liked.

The project is still needed to relieve the crowded conditions of our medical practice at this location.

At this point in time, the design work is complete and the Plans are in review by the City of Las Vegas Building Department (Project 172708-C-10). A contractor has been retained to perform the construction. We look forward to beginning construction as soon as the Building Permits are issued. The construction work will probably take about three months.

The granting of this time extension is needed to allow time for the City of Las Vegas to complete their review of our Plans, and for our design consultants to finalize any needed changes prior to issuance of the Building Permits.

Thank you,

Justo Sataray, M.D.
220 N. Lamb Blvd.
Las Vegas, NV 89110
Telephone – 702-459-2401
Fax – 702-459-2405

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Department of Planning
EOT-44629

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-44648 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JUSTEN MARTINEZ - OWNER: DAN MARTINEZ - For possible action on a request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18638) FOR A 40-STORY, 395-UNIT CONDOMINIUM DEVELOPMENT WITH 15,892 SQUARE FEET OF RETAIL SPACE AND 9,050 SQUARE FEET OF OFFICE SPACE AND WAIVERS OF THE DOWNTOWN BUILDING STEPBACK, PARKING STRUCTURE STEPBACK, AND DOWNTOWN STREETSCAPE REQUIREMENTS on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

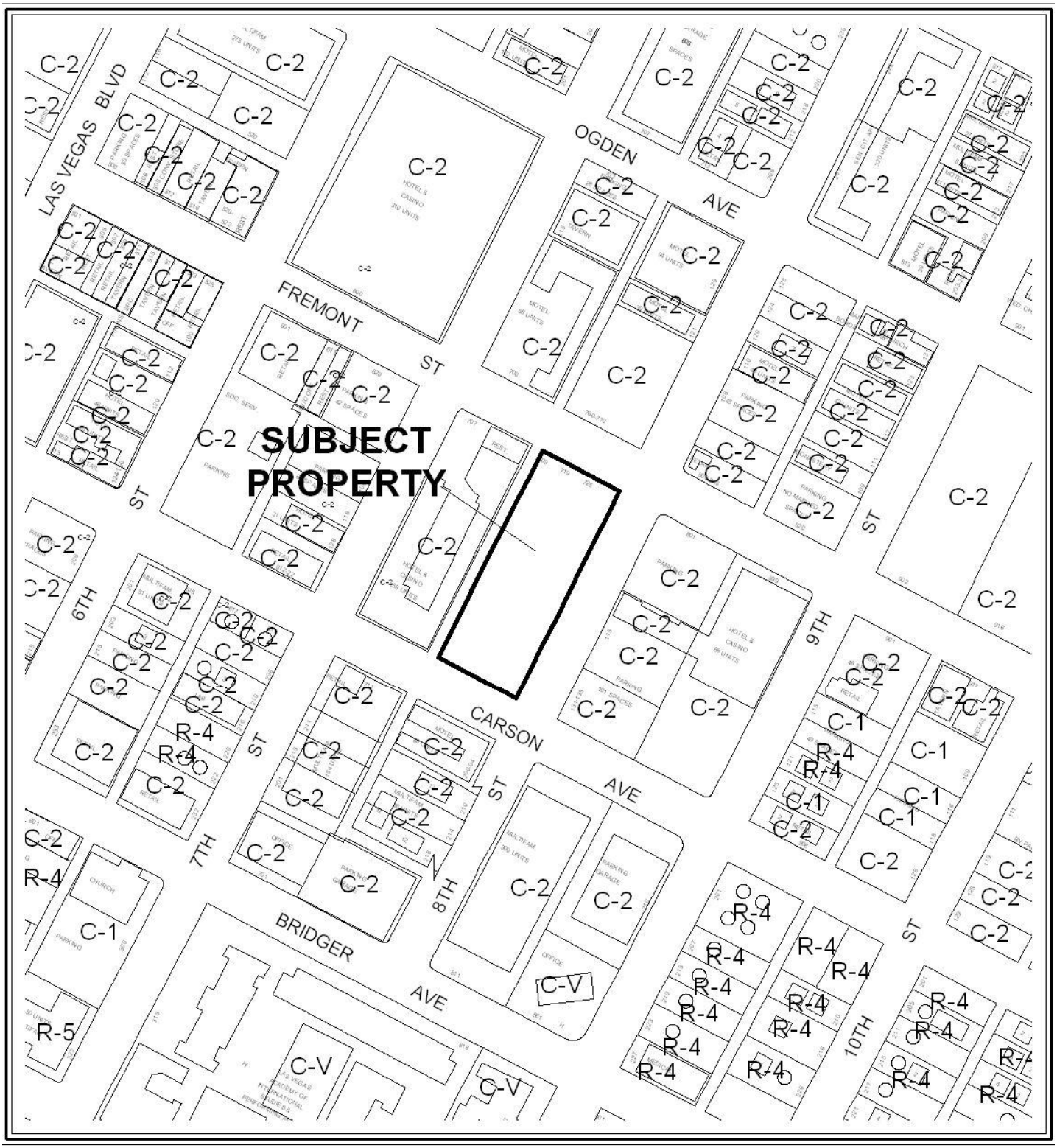
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - EOT-44648 and EOT-44649
2. Conditions and Staff Report - EOT-44648 and EOT-44649
3. Supporting Documentation
4. City Council Approval Letter for SDR-18638
5. City Council Approval Letter for EOT-26898
6. City Council Approval Letter for EOT-37464
7. Justification Letter - EOT-44648 and EOT-44649



0 200 400 Feet

CASE: EOT-44648 & EOT-44649

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

0 200 400 Feet

CASE: EOT-44648 & EOT-44649

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 4, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: JUSTEN MARTINEZ - OWNER: DAN MARTINEZ

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-44648 EOT-44649	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

EOT-44648 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-18638) shall expire on February 21, 2014 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-18638) and all other site related actions as required by the Department of Planning and Department of Public Works.

EOT-44649 CONDITIONS

Planning

1. This Special Use Permit (SUP-18637) shall expire on February 21, 2014 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-18637) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting an Extension of Time of a previously approved Special Use Permit (SUP-18637) and Site Development Plan Review (SDR-18638) for a mixed-use development consisting of condominium units, and retail and office space with waivers of the building stepback, parking structure stepback and streetscape requirements at 709-731 Fremont Street. No plans have been submitted for review, nor have any building permits been issued for the proposed project. There have been new entitlements approved for properties in the surrounding area that includes a tavern with night club and banquet facility to the north and a tavern and mixed-use development to the west.

Though new entitlements have been approved for property in the surrounding area, staff finds that the proposed project will not negatively affect the new development; therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/21/07	The City Council approved a request for a Special Use Permit (SUP-18637) for a proposed mixed-use development on 1.39 acres at 709-731 Fremont Street. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-18638) for a 40-story, 395-unit condominium development with 15,892 square feet of retail space and 9,050 square feet of office space and waivers of the downtown building stepback, parking structure stepback, and downtown streetscape requirements.
04/02/08	The City Council approved a request for an Extension of Time (EOT-26896) of a previously approved Special Use Permit (SUP-18637) for a proposed mixed-use development on 1.39 acres at 709-731 Fremont Street. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-26898) of a previously approved Site Development Plan Review (SDR-18638) for a 40-story, 395-unit condominium development with 15,892 square feet of retail space and 9,050 square feet of office space and waivers of the downtown building stepback, parking structure stepback, and downtown streetscape requirements.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/07/10	The City Council approved a request for an Extension of Time (EOT-37463) of a previously approved Special Use Permit (SUP-18637) for a proposed mixed-use development on 1.39 acres at 709-731 Fremont Street. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-37464) of a previously approved Site Development Plan Review (SDR-18638) for a 40-story, 395-unit condominium development with 15,892 square feet of retail space and 9,050 square feet of office space and waivers of the downtown building stepback, parking structure stepback, and downtown streetscape requirements.

Most Recent Change of Ownership	
03/25/05	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.

Field Check	
03/01/12	Staff conducted a field check of the subject site and found the property clean and free of trash/debris with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	1.39

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Mixed-Use Development	C (Commercial)	C-2 (General Commercial)
North	Motel	C (Commercial)	C-2 (General Commercial)
Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Motel	MXU (Mixed-Use)	C-2 (General Commercial)
East	Hotel and Parking Lots	C (Commercial)	C-2 (General Commercial)
West	Hotel, Restaurant	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (Fremont East District)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
Downtown Entertainment Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third request for an extension of time of a previously approved Special Use Permit (SUP-18637) and Site Development Plan Review (SDR-18638) for a mixed-use development consisting of a 40-story, 395-unit condominium development with 15,892 square feet of retail space and 9,050 square feet of office space and waivers of the Downtown building stepback, parking structure stepback and downtown streetscape requirements at 709-731 Fremont Street. No plans have been submitted for review, nor have any building permits been issued for the proposed project. There have been new entitlements approved for properties in the surrounding area that includes a tavern with night club and banquet facility to the north and a tavern and mixed-use development to the west.

Title 19.16.110 and 19.16.100 deem a Special Use Permit and Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Special Use Permit (SUP-18637) and Site Development Plan Review (SDR-18638) have not been exercised in accordance with the requirements of Title 19.16 as a building permit has not been issued for the proposed development. Though new entitlements have been approved for property in the surrounding area, staff finds that the proposed project will not negatively affect the new development; therefore, staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-18637) and Site Development Plan Review (SDR-18638) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-44648** , APN: 139-34-612-084

Name of Property Owner: Dan Martinez

Name of Applicant: Justen Martinez

Name of Representative: Same as applicant

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: David G. Martinez

Print Name: DAVID G. MARTINEZ

STATE OF NEVADA, COUNTY OF CLARK
Subscribed and sworn before me

This 21st day of FEBRUARY, 20 12

Notary Public in and for said County and State

KATHYREEN R. ALMEDA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-07-14
Certificate No: 10-2355-1

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for SDR-18638

Project Address (Location) 709 Fremont St., Las Vegas, NV 89101

Project Name 777 Fremont (Neon Heights) **Proposed Use** Mixed Use Tower

Assessor's Parcel #(s) 139-34-612-084 **Ward #** 5

General Plan: existing C proposed _____ **Zoning:** existing C2 proposed _____

Commercial Square Footage 15,892 retail, 9050 office **Floor Area Ratio** _____

Gross Acres 1.39 **Lots/Units** 395 **Density** _____

Additional Information _____

PROPERTY OWNER Dan Martinez **Contact** Justen Martinez

Address 1729 Wandering Winds Way **Phone:** 274-3808 **Fax:** _____

City Las Vegas **State** NV **Zip** 89128

E-mail Address justen_martinez@yahoo.com

APPLICANT Justen Martinez **Contact** _____

Address 1729 Wandering Winds Way **Phone:** 274-3808 **Fax:** _____

City Las Vegas **State** NV **Zip** 89128

E-mail Address justen_martinez@yahoo.com

REPRESENTATIVE Same as applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

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Property Owner Signature* Daniel G. Martinez

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Daniel G. Martinez

STATE OF NEVADA, COUNTY OF CLARK

Subscribed and sworn before me

This 21st day of February, 2012.

Notary Public in and for said County and State

KATHYREEN R. ALMEDA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-07-14
Certificate No: 10-2355-1

FOR DEPARTMENT USE ONLY

Case #	EOT-44648
Meeting Date:	4/4/12
Total Fee: $	300.00
Date Received:*	2/21/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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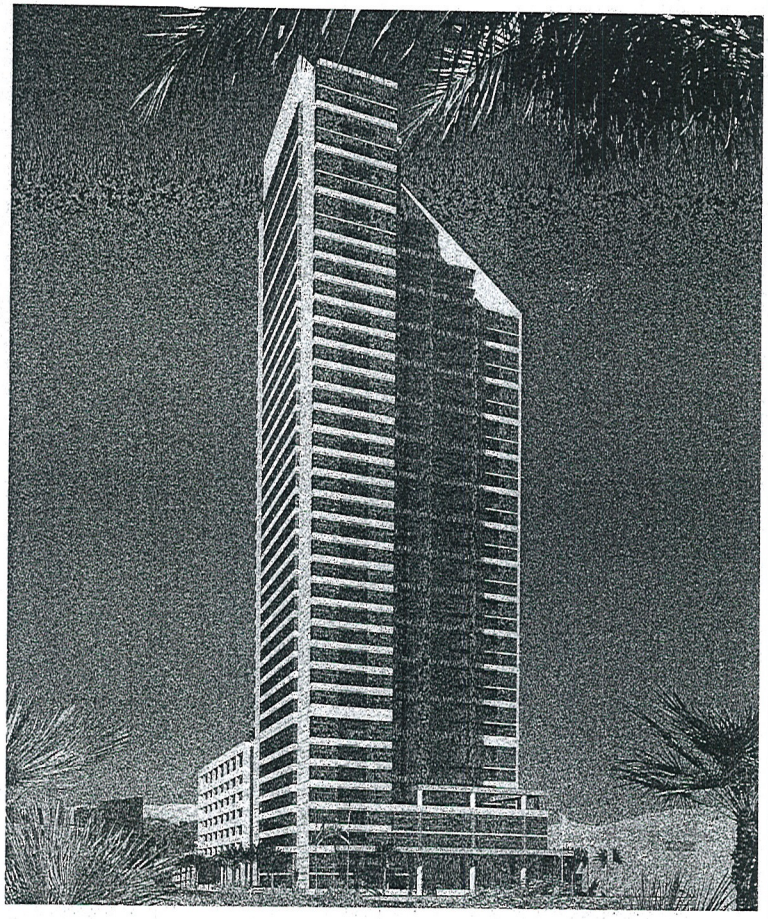

NEON HEIGHTS

LAS VEGAS, NEVADA
777 fremont street

PLANNING & DEVELOPMENT SUBMITTAL DOCUMENTS
SITE DEVELOPMENT REVIEW (SDR)
ISSUED: 11/21/2006

Developer:
Martinez & Associates
Las Vegas, Nevada

Architect:
ROBERT B. DUPREE
REGISTERED ARCHITECT
NEVADA LICENSE #3294
C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
Phone: (214) 871-9078
Fax: (214) 871-9869
www.gdainet.com
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3294
REGISTERED ARCHITECT
STATE OF NEVADA
11-21-06

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Department of Planning

EOT-44648
EOT-44649

Neon Heights
Las Vegas, Nevada

Martinez & Associates

Unit, Home Office, & Parking Analysis:

11/21/2006

Unit Calculations

Unit	Unit Count:	BR Count	NSF	Balcony/ Terrace	GSF
Unit A1	15	1	632	8	640
Unit A2	24	1	662	8	670
Unit A3	29	1	678	8	686
Unit A4	89	1	745	68	813
Unit A1a-2+	1	1	775	440	1,215
Unit A1b-3+	1	1	770	475	1,245
Unit B1	48	2	905	86	991
Unit B1a-3+	1	2	1,448	631	2,079
Unit B1a-4+	1	2	981	544	1,525
Unit B1b	1	2	1,440	508	1,948
Unit B2	6	2	1,648	8	1,656
Unit B3	1	2	1,090	64	1,154
Unit B4	28	2	1,170	64	1,234
Unit B5	1	2	1,170	64	1,234
Unit B5a	1	2	1,404	441	1,845
Unit B6	1	2	1,176	441	1,617
Unit B6	37	2	1,267	61	1,328
Unit B6-09	1	2	1,267	242	1,509
Unit B7	23	2	1,306	66	1,371
Unit B8	12	2	1,215	60	1,275
Unit B9	1	2	1,372	643	2,015
Unit B10	1	2	1,198	430	1,628
Unit B11	1	2	1,224	430	1,654
Unit Pts-1	2	3	1,277	60	1,338
Unit Pts-2	2	3	1,605	25	1,630
Unit Pts-3	1	3	1,438	563	2,001
Unit Pts-3a	1	3	1,998	603	2,601
Sums:	396		376,141	24,642	390,783

Unit Counts per Floor

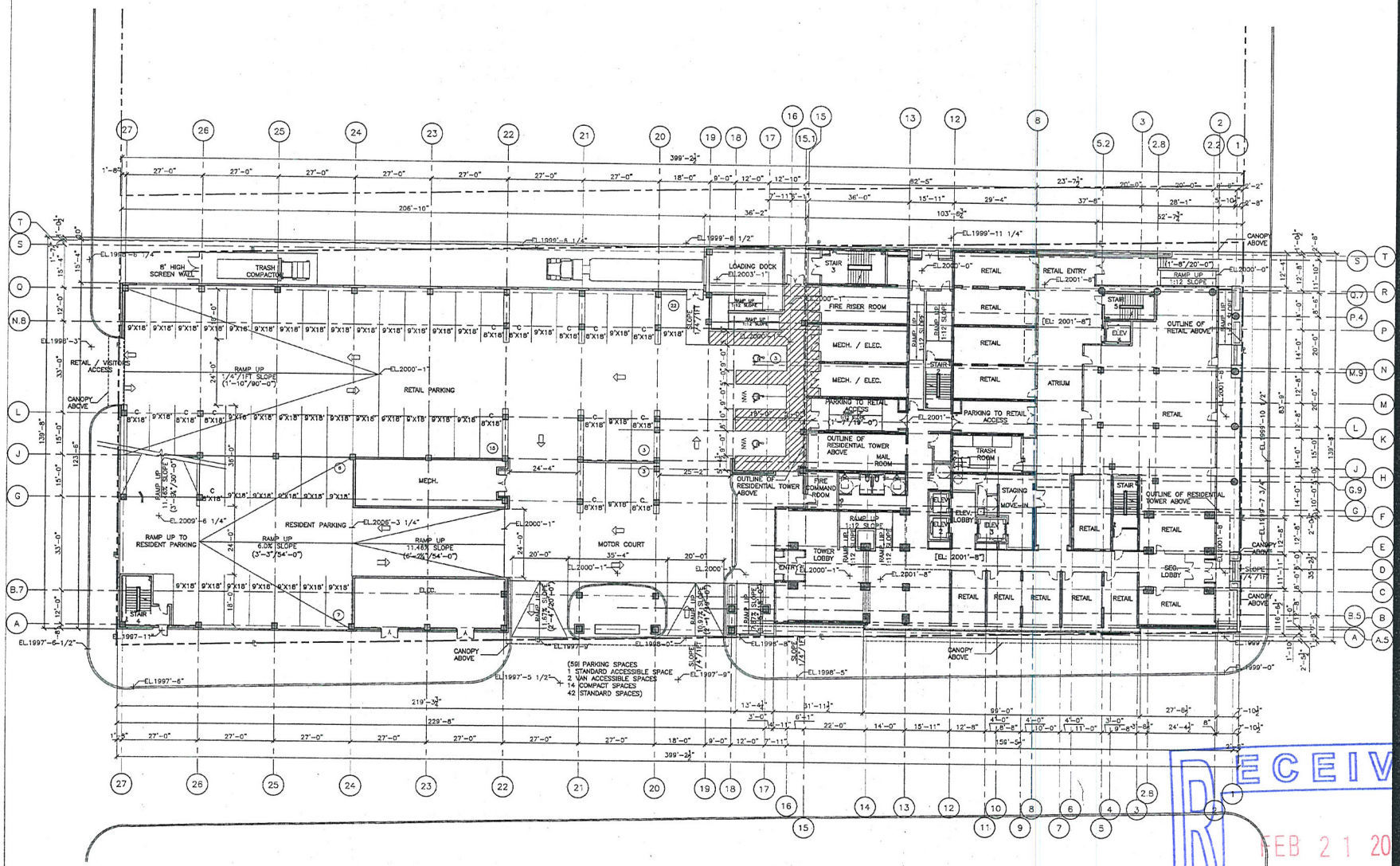
1	2	3	4	5	6	7	8	9	10 thru 32	33	34	35	36	37	38	Mech. Rm / 38
	1	1	1	1	1	1	1	1	1 x 23	1	1	1	1			
	1	1	1	1	1	1	1	1	1 x 23	1	1	1	1			
				3	3	3	3	2	3 x 23	1	1	1				
									2 x 23	1	1					
	1	1	1	1	1	1	1	1	1 x 23	1	1	1	1			
				1	1	1	1	1	1 x 23	1	1	1	1			

LEGEND:

- COMMERCIAL
- MULTI-FAMILY
- PAVEMENT
- PARKING
- STREET
- PARKING METER
- EXISTING LIGHT POLE
- TYPICAL PALM TREE.
- TYPICAL SHADE TREE.

BUILDING & SITE AREA ANALYSIS

| | | |



01 LEVEL 01 FLOOR PLAN
SCALE: 1/16"=1'-0"

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REGISTERED ARCHITECT
NEVADA LICENSE #3294

C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
Phone: (214) 571-9078
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Design Team

OWNER/DEVELOPER: MARTINEZ & ASSOCIATES
1728 Wentworth Whole Way
Las Vegas, NV 89128
TEL: 702.274.3608
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.571.9078
FAX: 214.571.9659
CONTACT: GARY CALTWEIT

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No.	Date	Description

Job No.	Issue Date
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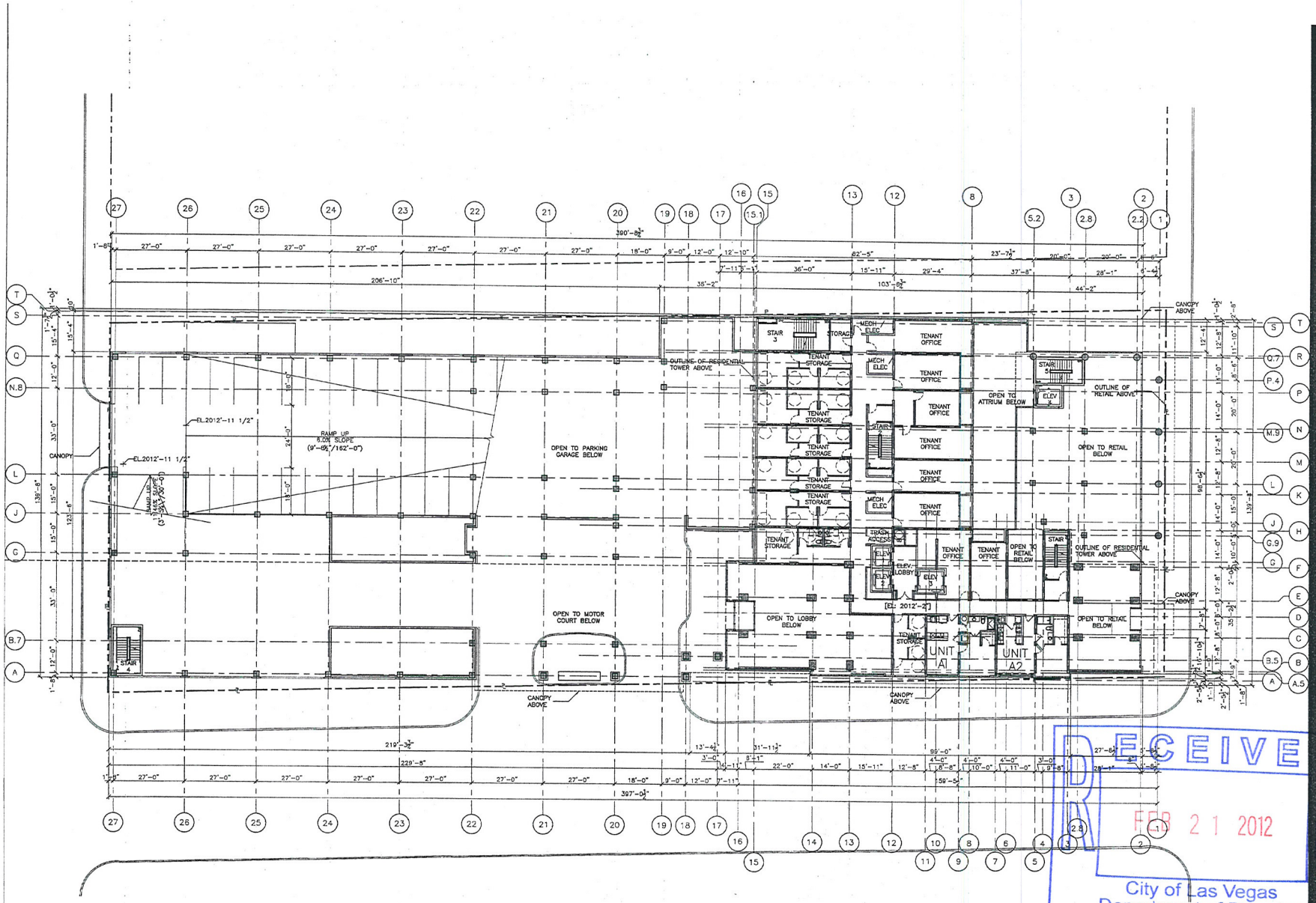

01 LEVEL 02 FLOOR PLAN
SCALE: 1/16"=1'-0"

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C/O Gromatzky Dupree and Associates
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Dallas, Tx. 75204
Phone: (214) 871-9078
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1729 Wyoming Rose Way
Las Vegas, NV 89128
TEL: 702.274.1600
FAX:
CONTACT: JUSTEN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9089
CONTACT: MARY CALTHROT

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Job No. 5045.00 | Issue Date 11.21.06

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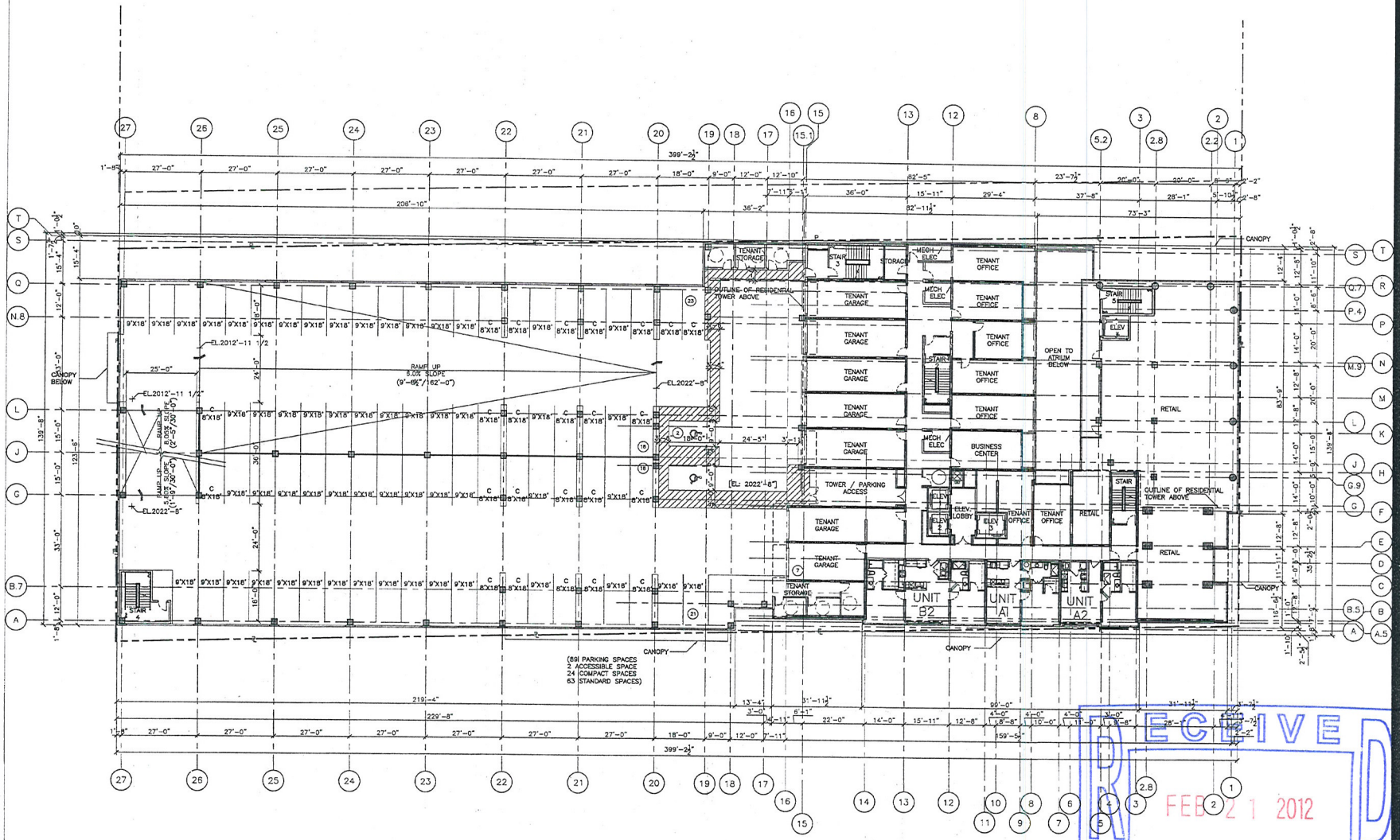

01 LEVEL 03 FLOOR PLAN
SCALE: 1/16"=1'-0"

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Dallas, Tx. 75204
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1726 Wyndwing Knoll Way
Las Vegas, NV 89128
TEL: 702.874.9808
FAX:
CONTACT: JUSTEN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9869
CONTACT: GARY CALTWEST

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No.	Date	Description

Job No.	Issue Date
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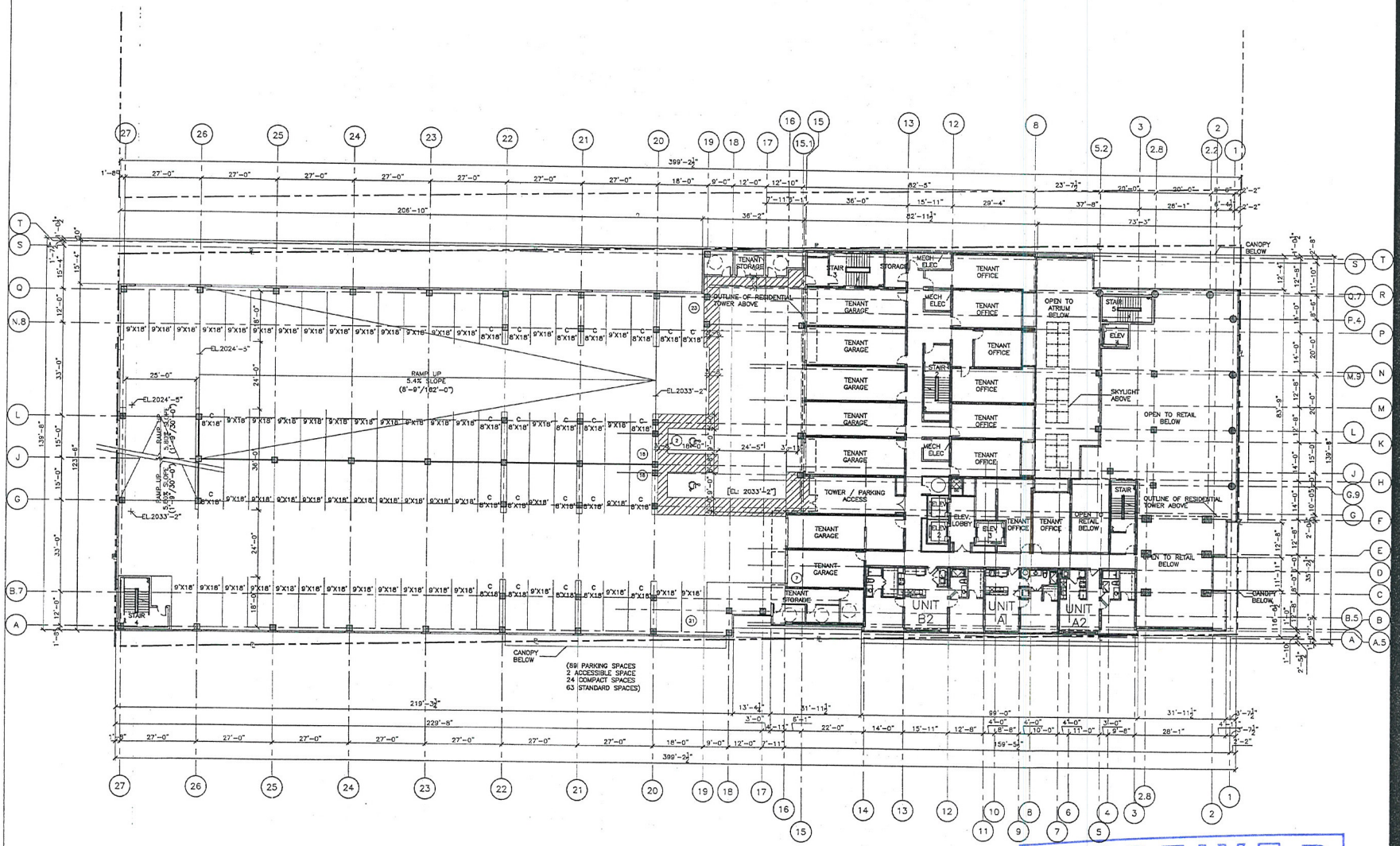

01 LEVEL 04 FLOOR PLAN
SCALE: 1/16"=1'-0"

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0 8' 16' 32'

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C/O Grometzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
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Design Team

OWNER/DEVELOPER: MARTINEZ & ASSOCIATES
1729 Wandering Winds Way
Las Vegas, NV 89128
TEL: 702.274.3666
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9869
CONTACT: GARY CALTWEIT

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No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

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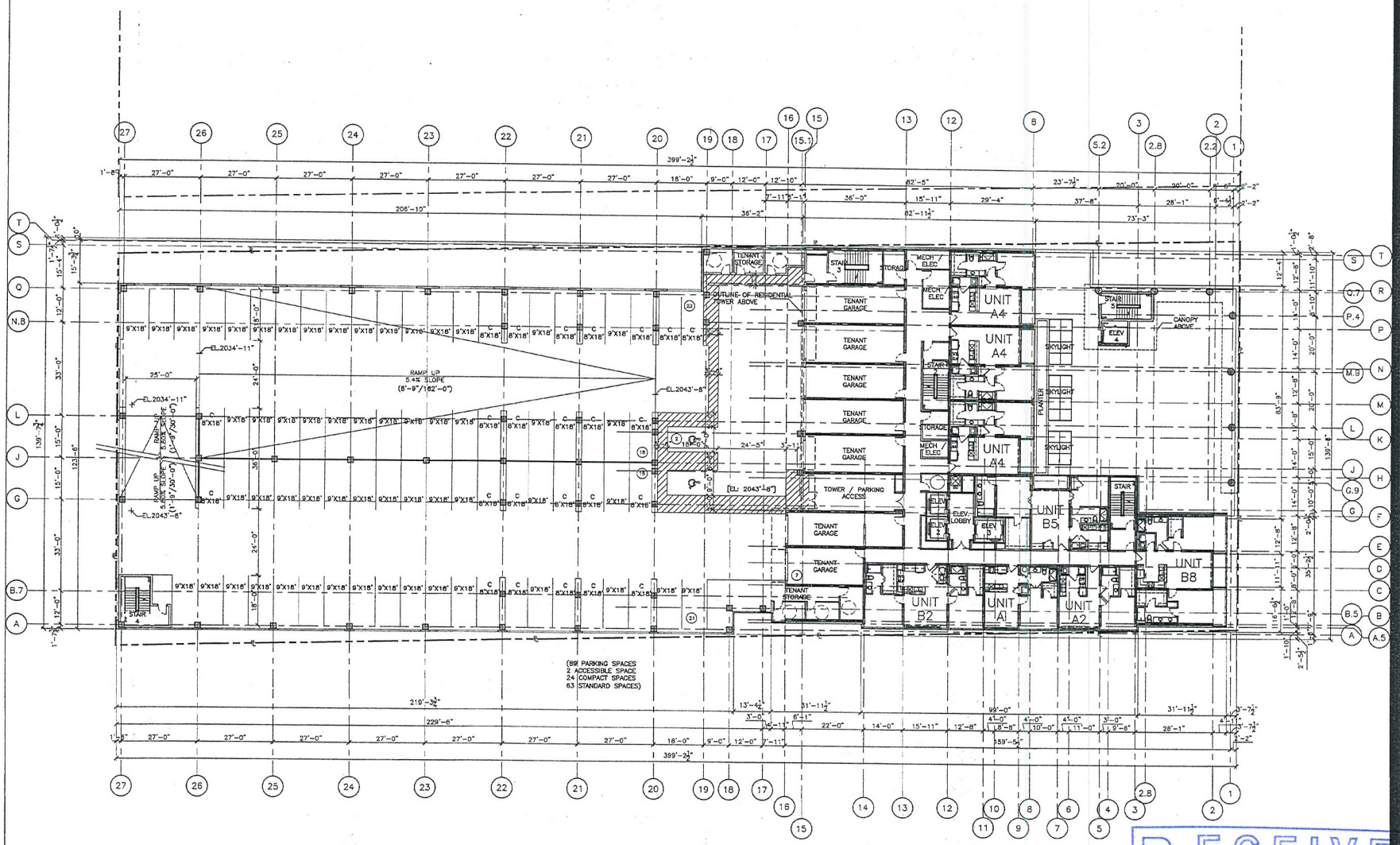

01 LEVEL 05 FLOOR PLAN
SCALE: 1/16"=1'-0"

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C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES, 1729 Wandering Whale Way, Las Vegas, NV 89128, TEL: 702.274.3606, FAX: CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE, an GROMATZKY, DUPREE & ASSOCIATES, 2626 COLE AVENUE, SUITE 300, DALLAS, TEXAS 75204, TEL: 214.871.9078, FAX: 214.871.9869, CONTACT: BARY DALTWEDT

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No.	Date	Description

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5045.00	11.21.06

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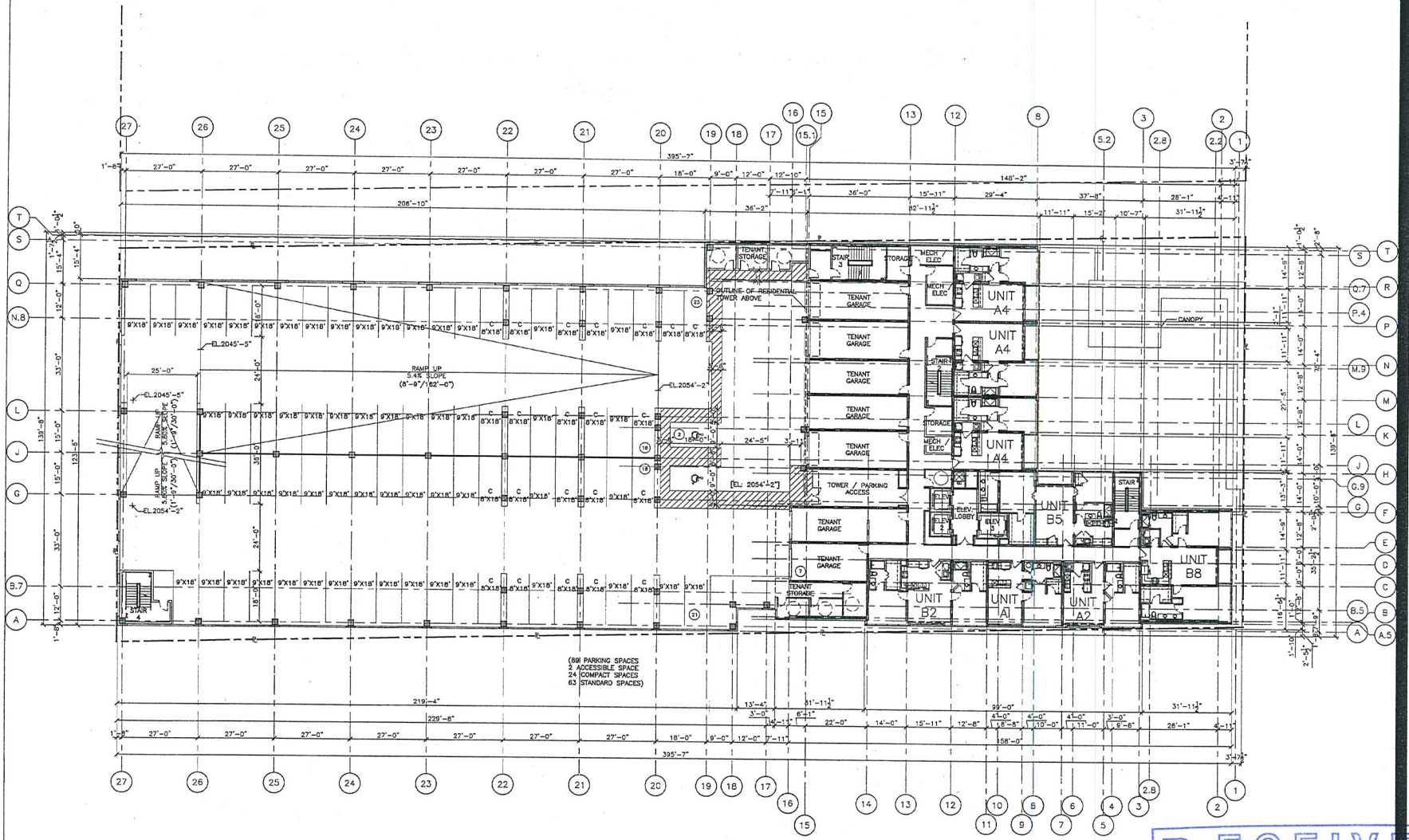

01 LEVEL 06 FLOOR PLAN
SCALE: 1/16"=1'-0"

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C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1728 Wandering Whale Way
Las Vegas, NV 89128
TEL: 702.274.3808
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9669
CONTACT: GARY CALTWAIT

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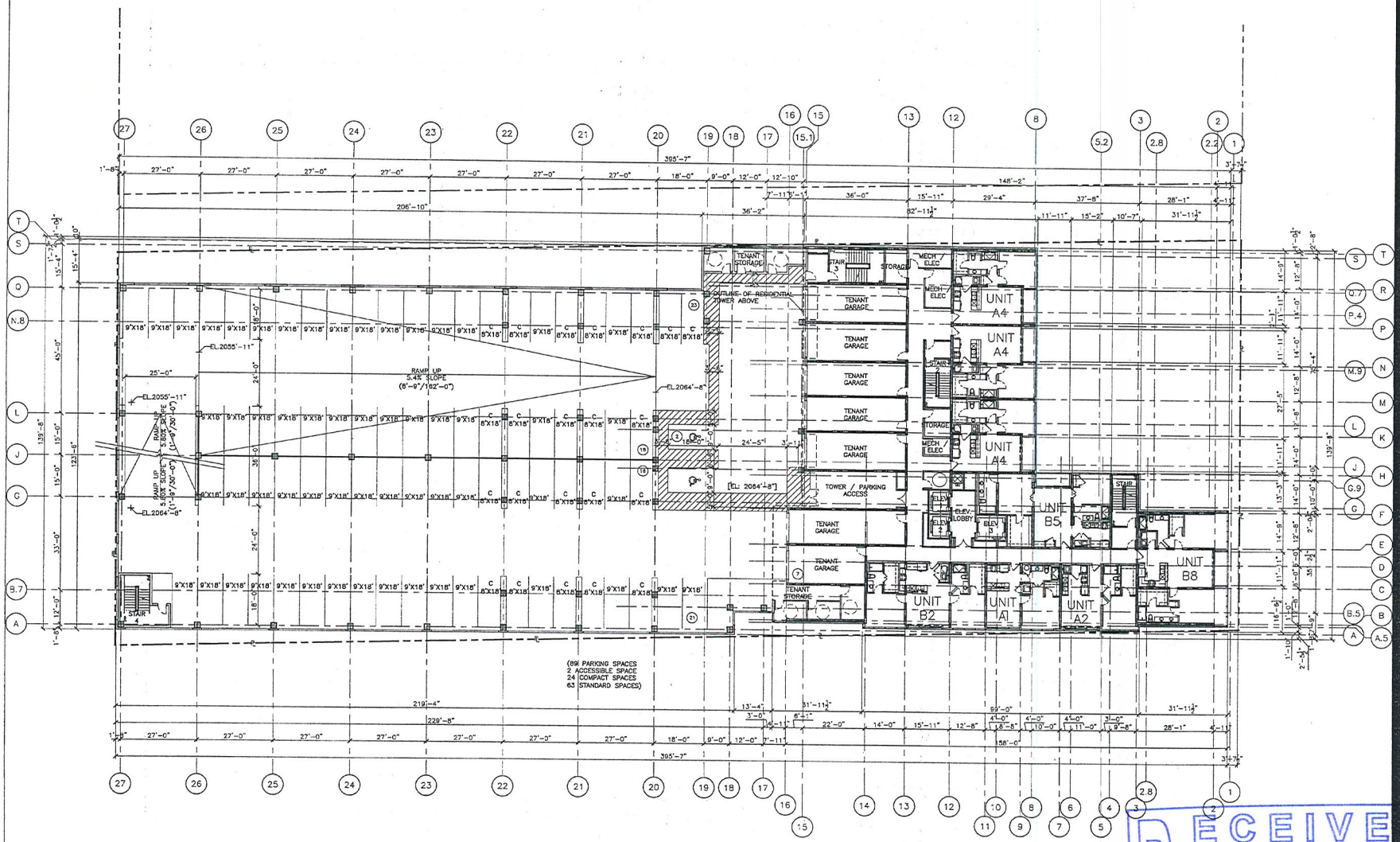

01 LEVEL 07 FLOOR PLAN
SCALE: 1/16"=1'-0"

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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1729 Wondering Wade Way
Las Vegas, NV 89128
TEL: 702.274.3666
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9869
CONTACT: GARY CALTWEIT

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No.	Date	Description

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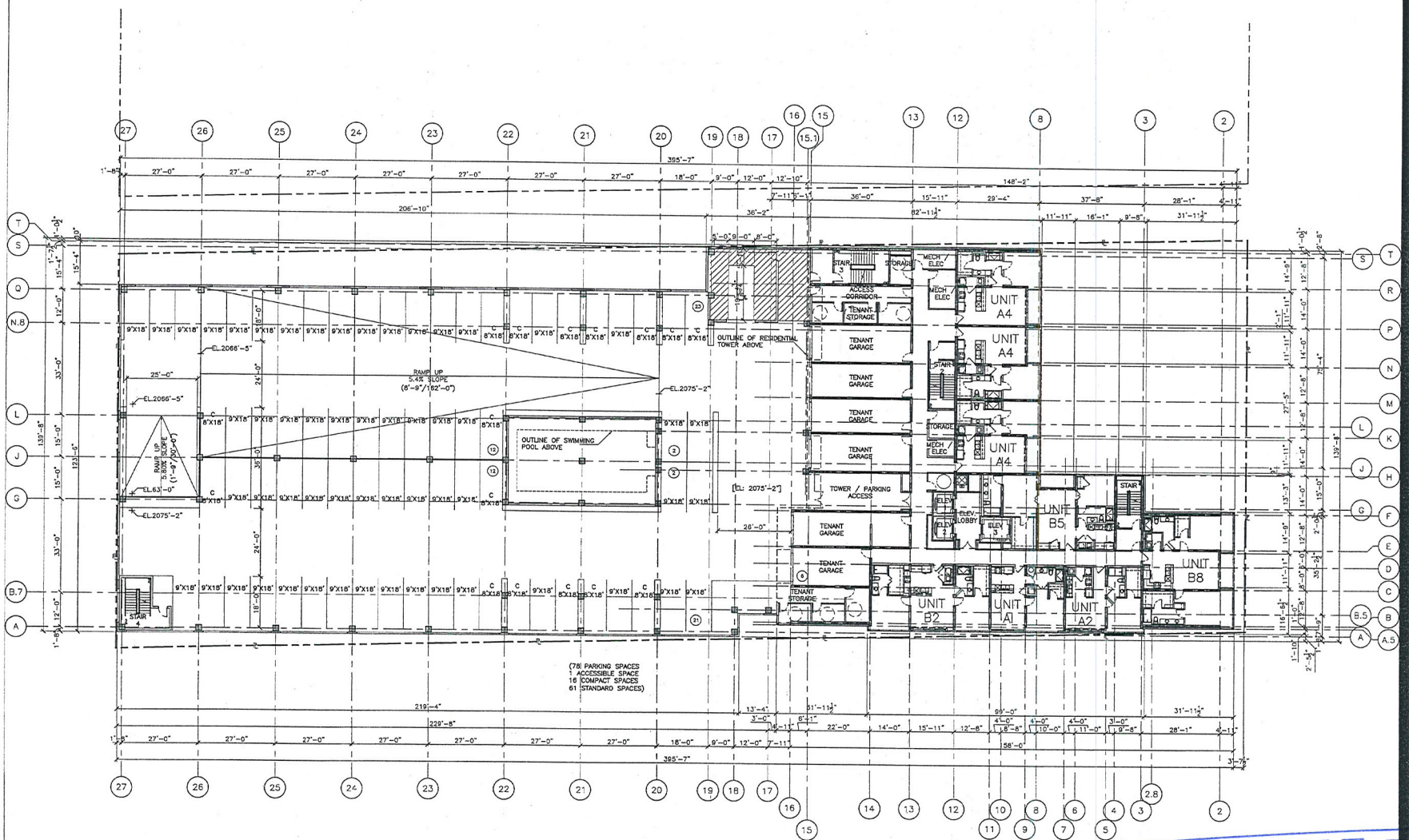

01 LEVEL 08 FLOOR PLAN
SCALE: 1/16"=1'-0"

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C/O Gromatzky Dupree and Associates
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1720 Mandeville Wash Way
Las Vegas, NV 89120
TEL: 702.874.2858
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2828 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9889
CONTACT: GARY CALTWIDT

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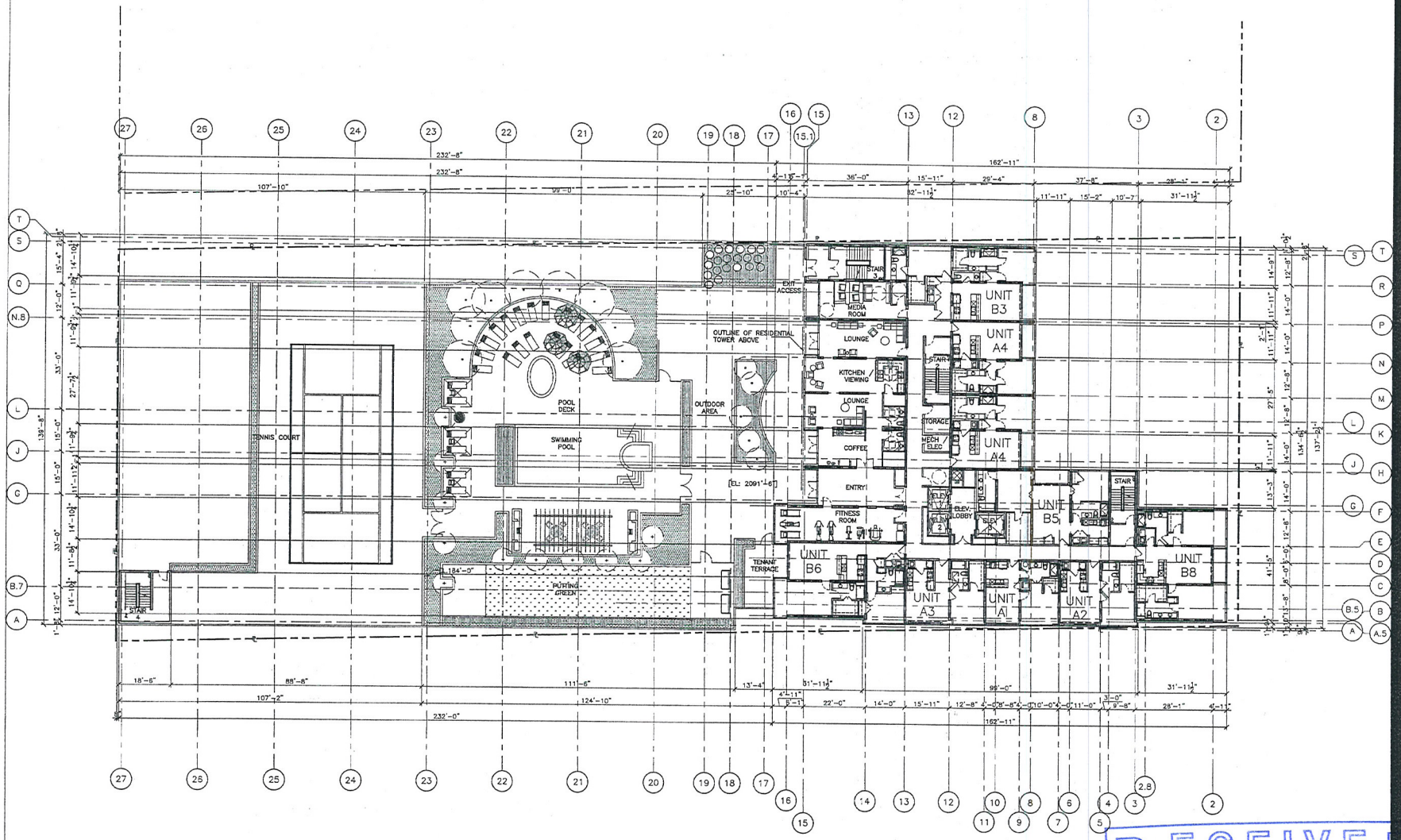

01 LEVEL 09 FLOOR PLAN (SWIMMING POOL LEVEL)
SCALE: 1/16"=1'-0"

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C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
Phone: (214) 871-9078
Fax: (214) 871-9669
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Design Team

OWNER/ DEVELOPER
MARTINEZ & ASSOCIATES
1729 Wandering Willow Way
Las Vegas, NV 89128
TEL: 702.274.3808
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT
ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9669
CONTACT: GARY CALTHROT

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LEVEL 09 FLOOR PLAN
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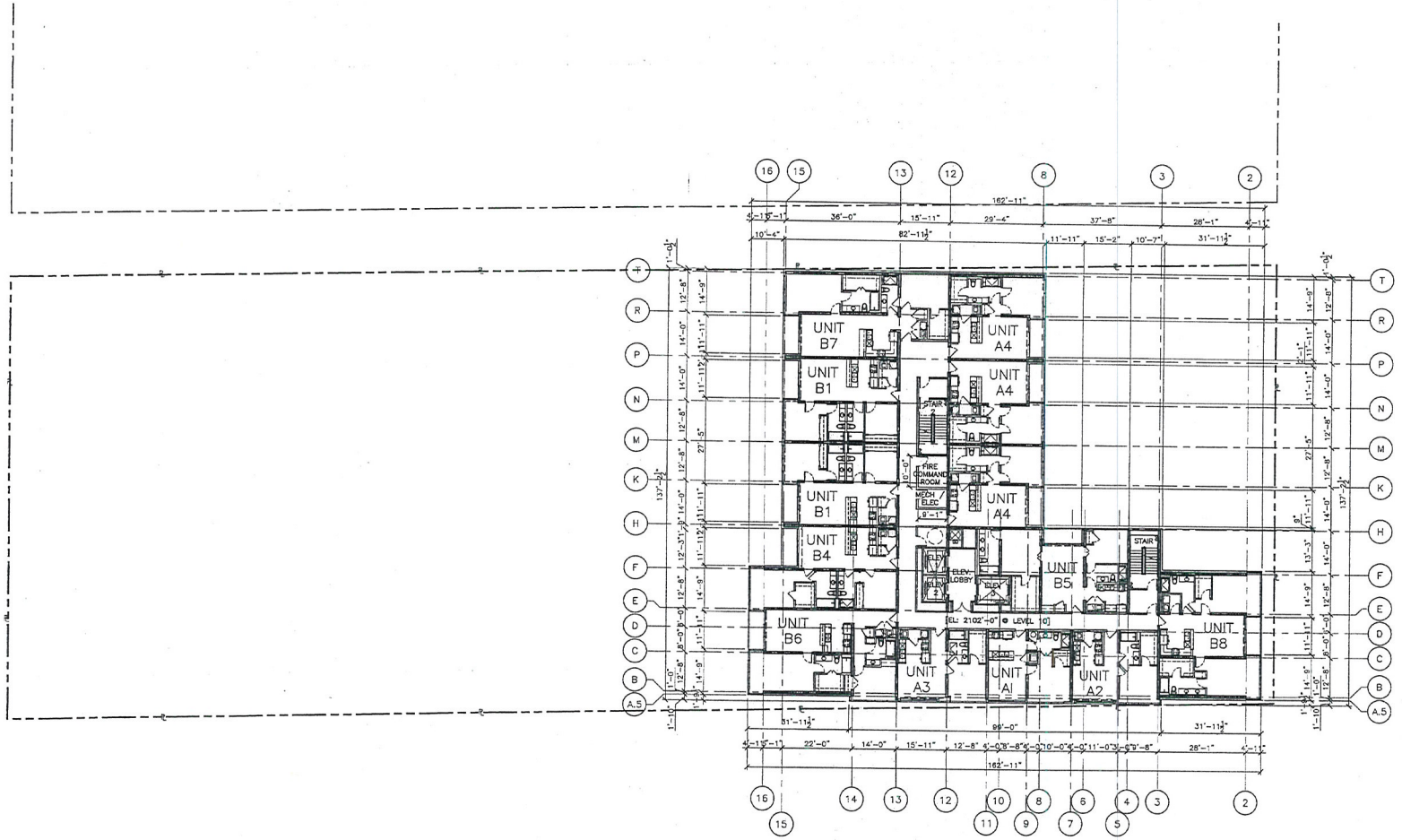

01 LEVELS 10, 20, 30 FLOOR PLAN (FIRE COMMAND ROOM)
SCALE: 1/16"=1'-0"

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2626 Cole Ave., Suite 300
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Phone: (214) 871-0075
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1732 Wedding Whale Way
Las Vegas, NV 89128
TEL: 702.214.3626
FAX:
CONTACT: JUSTEN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.0075
FAX: 214.871.9859
CONTACT: DARY CALTHROT

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No.	Date	Description

Job No. 6045.00
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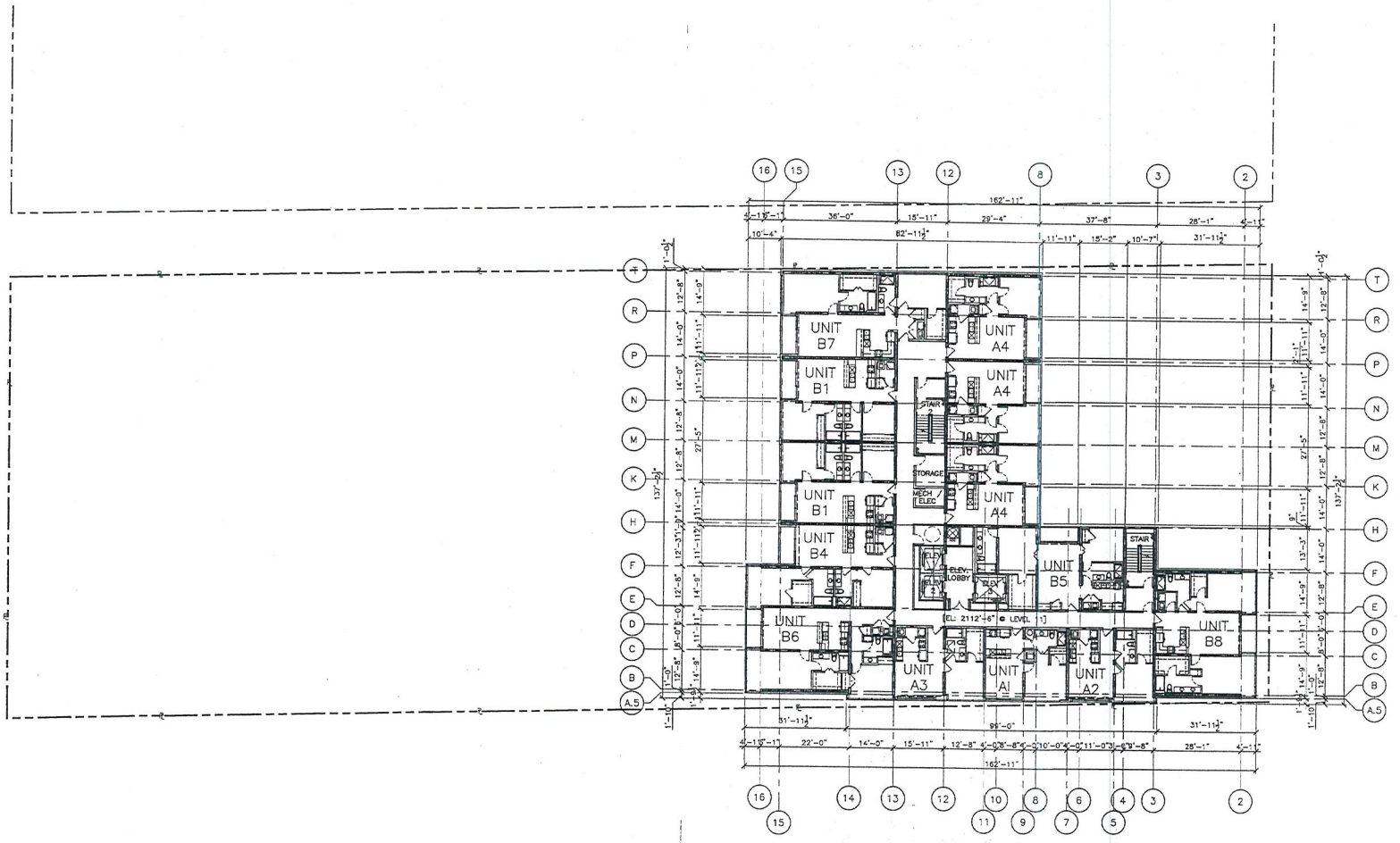

01 LEVELS 11–19, 20–19, 31– 32 FLOOR PLAN (TYPICAL FLOOR PLAN)
SCALE: 1/16"=1'-0"

TRUE NORTH

PLAN NORTH

0 8" 16" 32"

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2828 Cole Ave., Suite 300
Dallas, Tx. 75204
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1726 Wandering Wave Way
Las Vegas, NV 89135
TEL: 702.374.3606
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
aia RICHARD GARY, DUPREE & ASSOCIATES
2828 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9669
CONTACT: GARY GALTHROT

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No.	Date	Description

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Issue Package
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LEVELS 11 - 32 FLOOR PLAN
(TYPICAL FLOOR PLAN)

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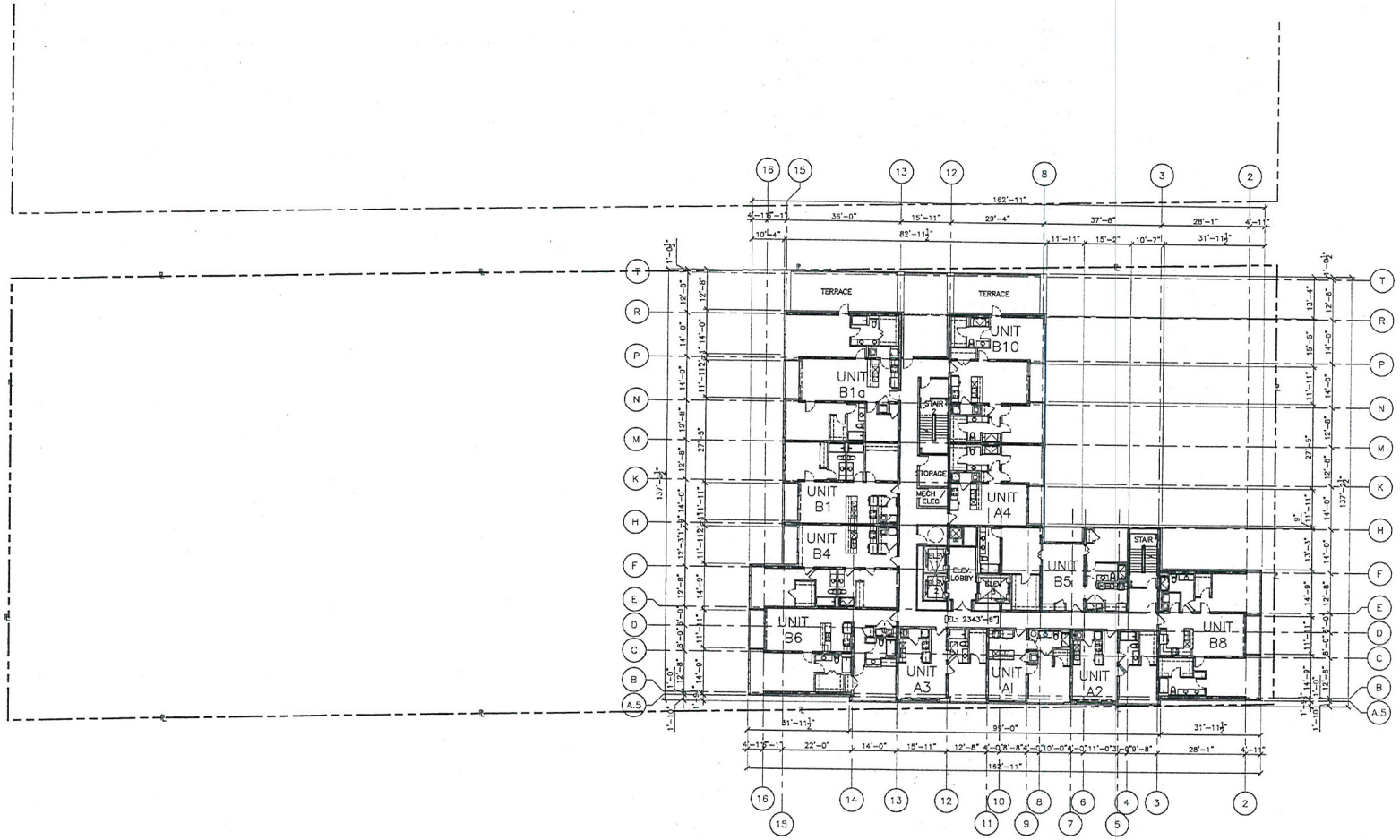

01 LEVEL 33 FLOOR PLAN
SCALE: 1/16"=1'-0"

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Dallas, Tx. 75204
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Design Team

OWNER/ DEVELOPER	MARTINEZ & ASSOCIATES 1728 Wandering Mesa Way Las Vegas, NV 89135 TEL: 702.274.3808 FAX: CONTACT: JUSTIN MARTINEZ
ARCHITECT	ROBERT B. DUPREE c/o GROMATZKY, DUPREE & ASSOCIATES 2626 COLE AVENUE SUITE 300 DALLAS, TEXAS 75204 TEL: 214.871.9078 FAX: 214.871.9869 CONTACT: GARY CALPAULDT

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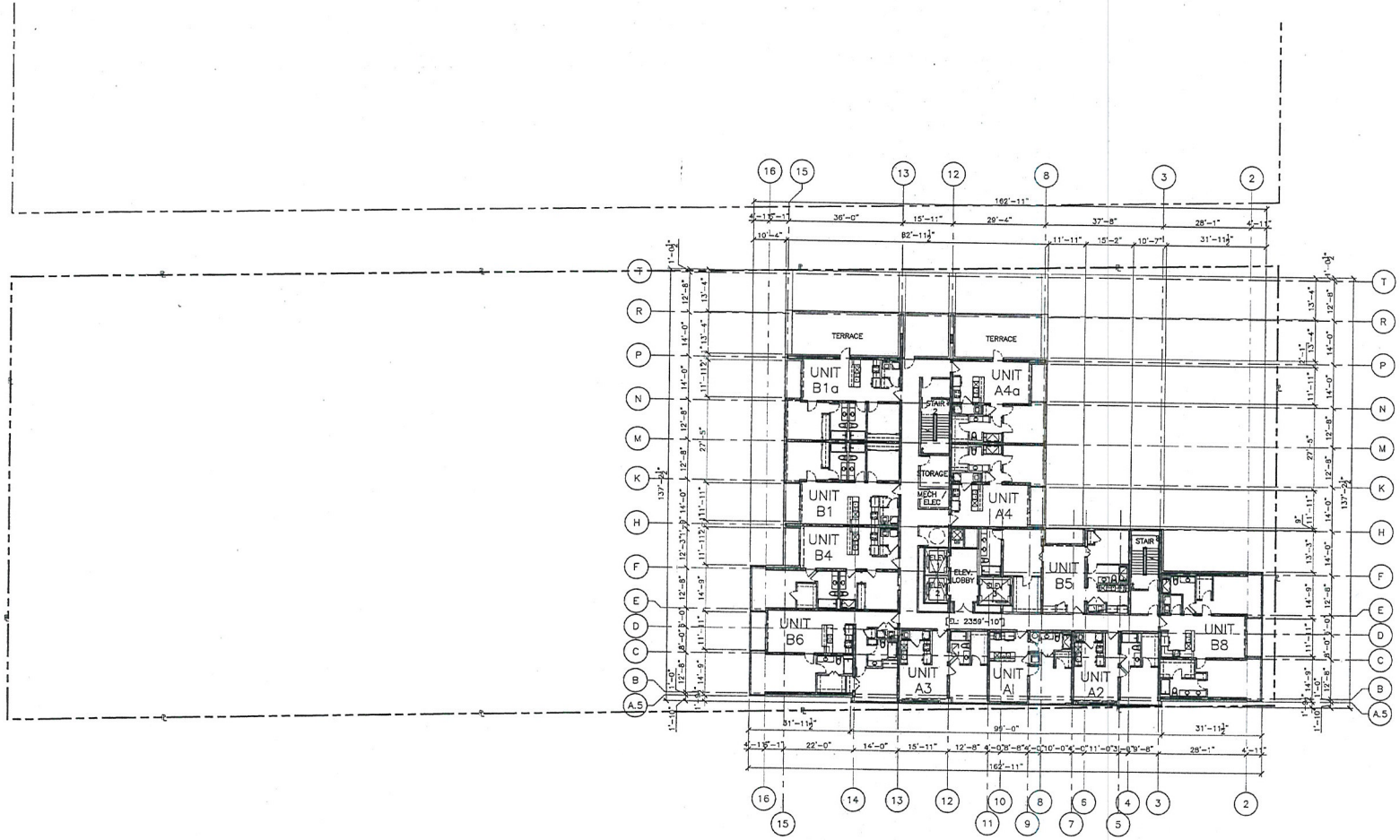

01 LEVEL 34 FLOOR PLAN
SCALE: 1/16"=1'-0"

TRUE NORTH
PLAN NORTH

0 8' 16' 32'

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Dallas, Tx. 75204
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1735 Wanderlog Winds Way
Las Vegas, NV 89138
TEL: 702.274.9808
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2828 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9659
CONTACT: GARY CALTWEDT

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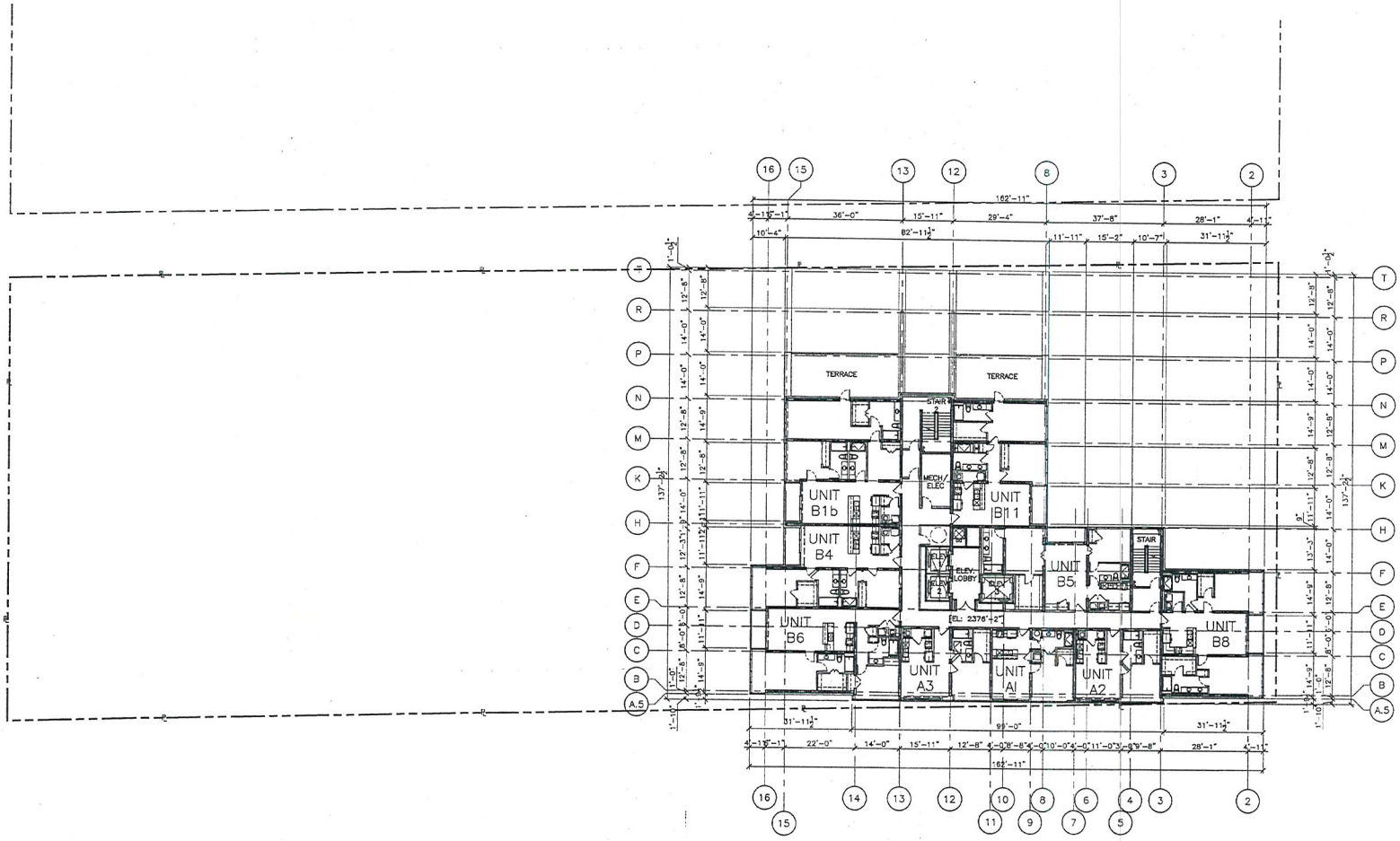

01 LEVEL 35 FLOOR PLAN
SCALE: 1/16"=1'-0"

TRUE NORTH
PLAN NORTH

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Fax: (214) 871-9669
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1720 Wandering Wind Way
Las Vegas, NV 89108
TEL: 702.374.2606
FAX:
CONTACT: JUSTEN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2526 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9669
CONTACT: GARY CALTHROP

Issues and Revisions

No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
LEVEL 35 FLOOR PLAN

Sheet Number
A2.14

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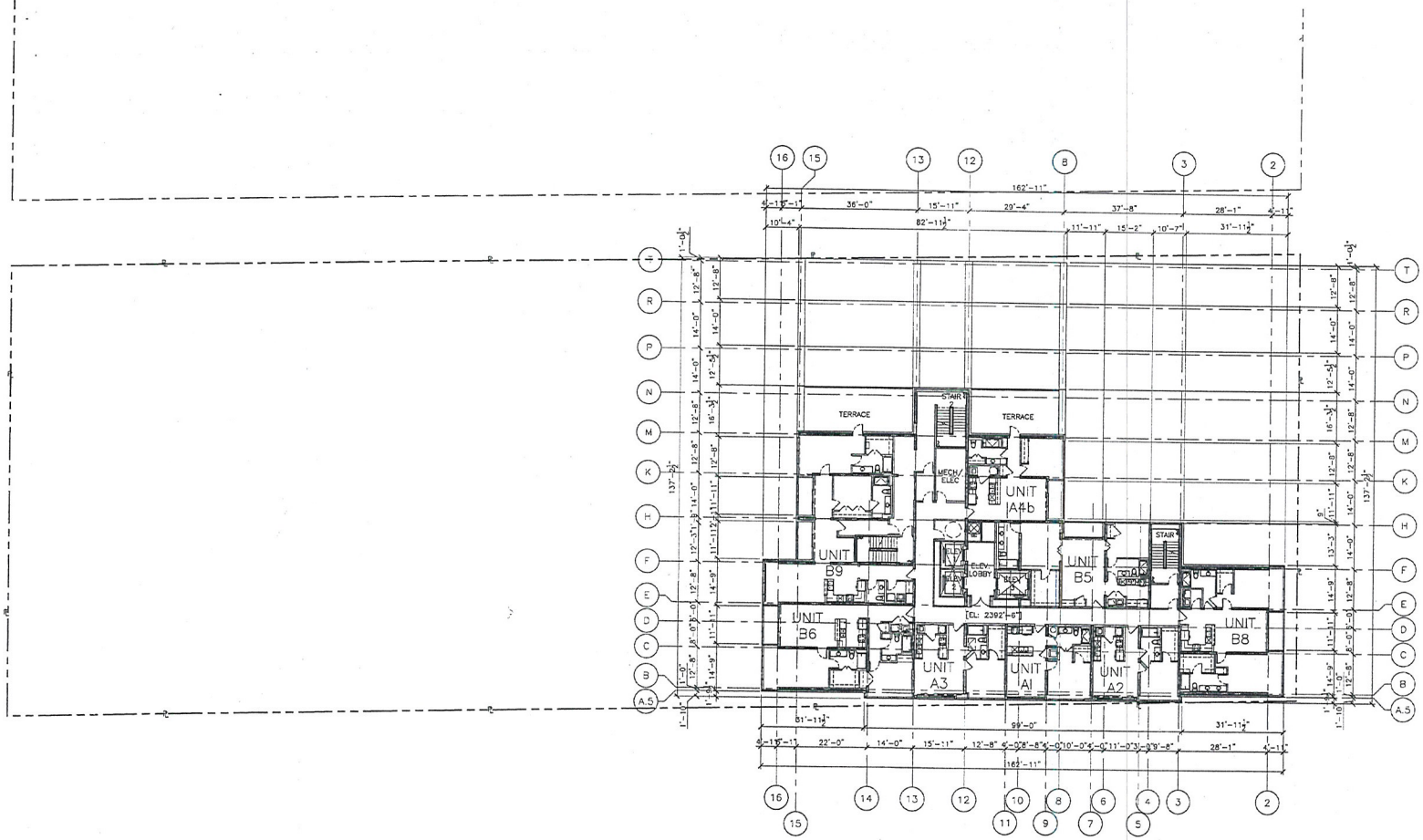

01 LEVEL 36 FLOOR PLAN
SCALE: 1/16"=1'-0"

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C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
Phone: (214) 871-9078
Fax: (214) 871-9889
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Design Team

OWNER/ DEVELOPER
MARTINEZ & ASSOCIATES
1729 Wandering Woods Way
Las Vegas, NV 89135
TEL: 702.234.3606
FAX:
CONTACT: JUSTEN MARTINEZ

ARCHITECT
ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9889
CONTACT: GARY CALTWEST

Issues and Revisions

No.	Date	Description

Job No. 5045.00

Issue Date 11.21.06

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Sheet Title
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0 8 16 32

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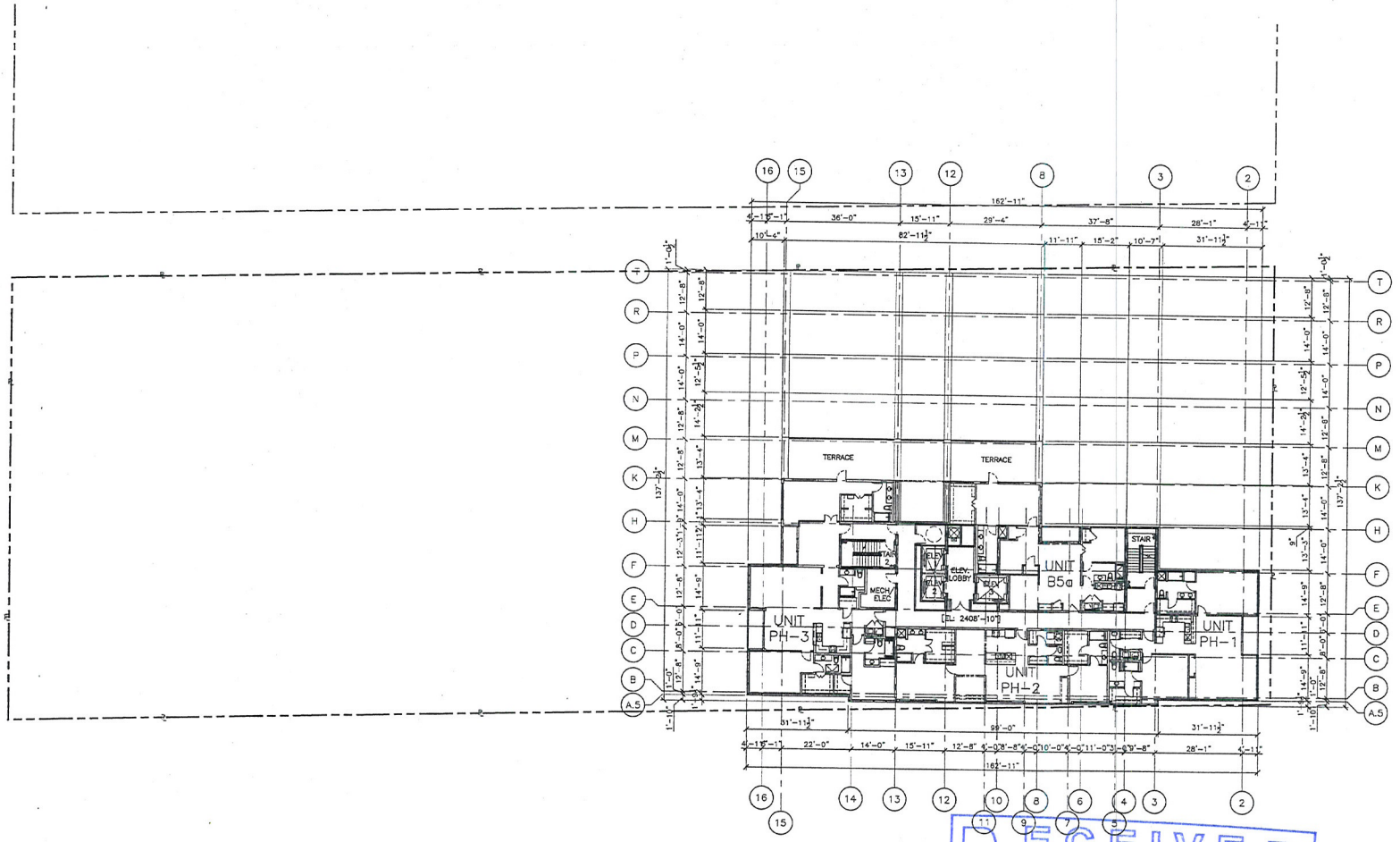

01 LEVEL 37 FLOOR PLAN
SCALE: 1/16"=1'-0"

TRUE NORTH
PLAN NORTH

0 8' 16' 32'

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REGISTERED ARCHITECT
NEVADA LICENSE #3294

c/o Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
Phone: (214) 871-9078
Fax: (214) 871-9860
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1700 Pavilion Center Way
Las Vegas, NV 89135
TEL: 702.374.3800
FAX:
CONTACT: JUSTEN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9860
CONTACT: DANNY DALTHADT

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No.	Date	Description

Job No. 5045.00

Issue Date 11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
LEVEL 37 FLOOR PLAN

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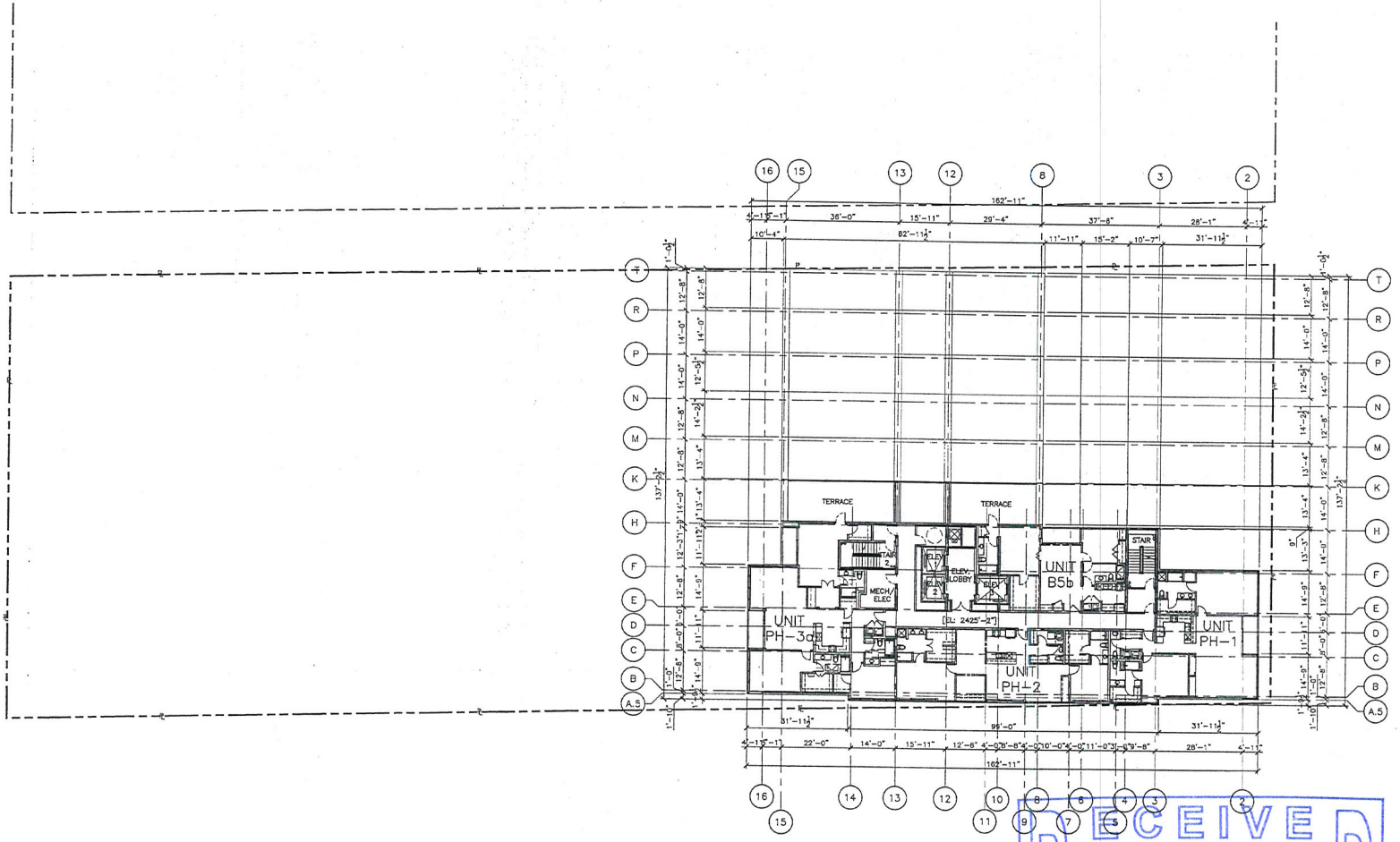

01 LEVEL 38 FLOOR PLAN
SCALE: 1/16"=1'-0"

TRUE NORTH
PLAN NORTH

0 8' 16' 32'

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Dallas, Tx. 75204
Phone: (214) 871-9078
Fax: (214) 871-9668
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1720 Wandering Winds Way
Las Vegas, NV 89128
TEL: 702.374.3835
FAX:
CONTACT: JUSTEN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9668
CONTACT: GARY CALTHROT

Issues and Revisions

No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
LEVEL 38 FLOOR PLAN

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A2.17

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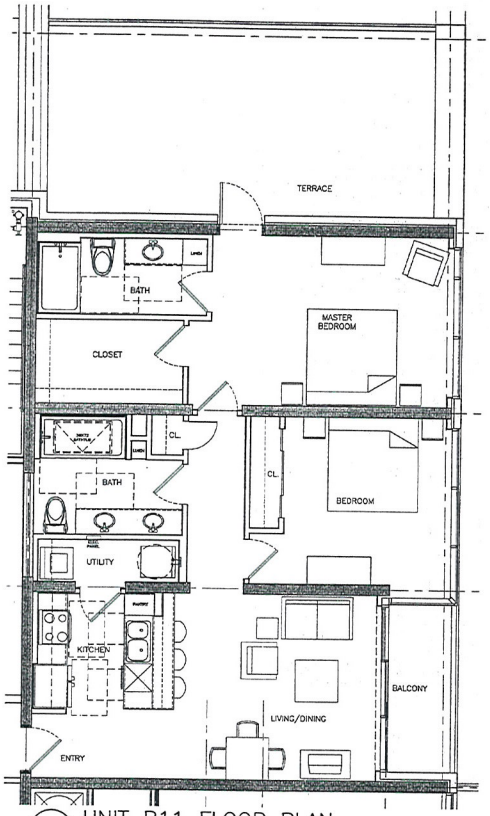
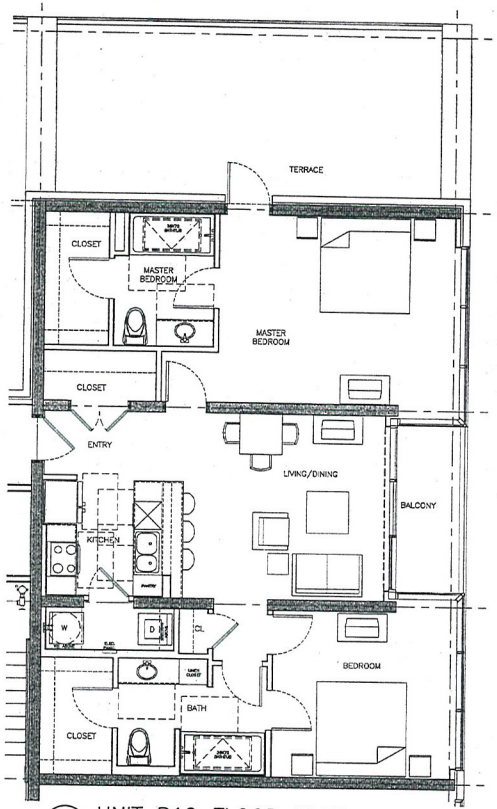


06 UNIT B11 FLOOR PLAN
SCALE: 1/4"=1'-0"



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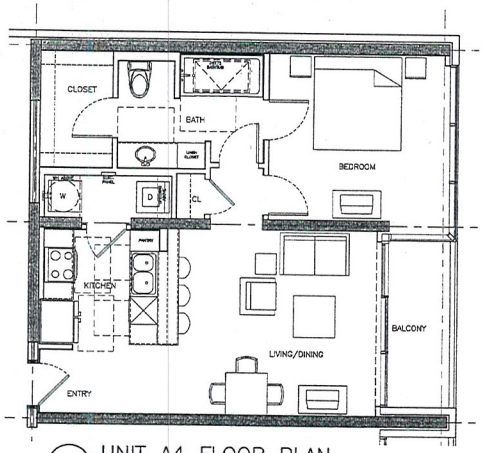
SCALE: 1/4"=1'-0"



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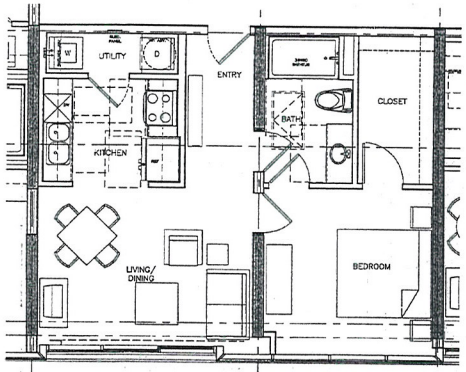
SCALE: 1/4"=1'-0"



03 UNIT A3 FLOOR PLAN
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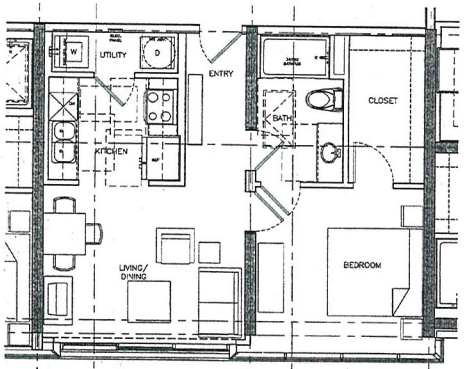
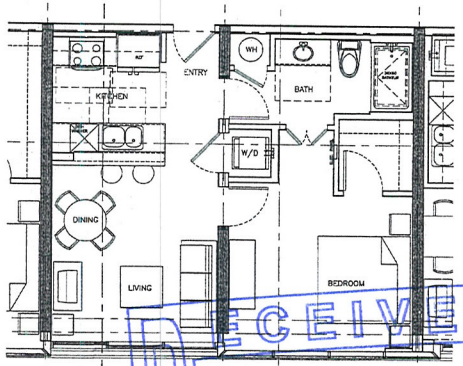


02 UNIT A2 FLOOR PLAN
SCALE: 1/4"=1'-0"



01 UNIT A1 FLOOR PLAN
SCALE: 1/4"=1'-0"

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REGISTERED ARCHITECT
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c/o Gromatzky Dupree and Associates
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Dallas, Tx. 75204
Phone: (214) 871-9078
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1730 Wandering Winds Way
Las Vegas, NV 89125
TEL: 702.374.3408
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9869
CONTACT: GARY CALTWEDT

Issues and Revisions

No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
UNIT FLOOR PLANS

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A2.50

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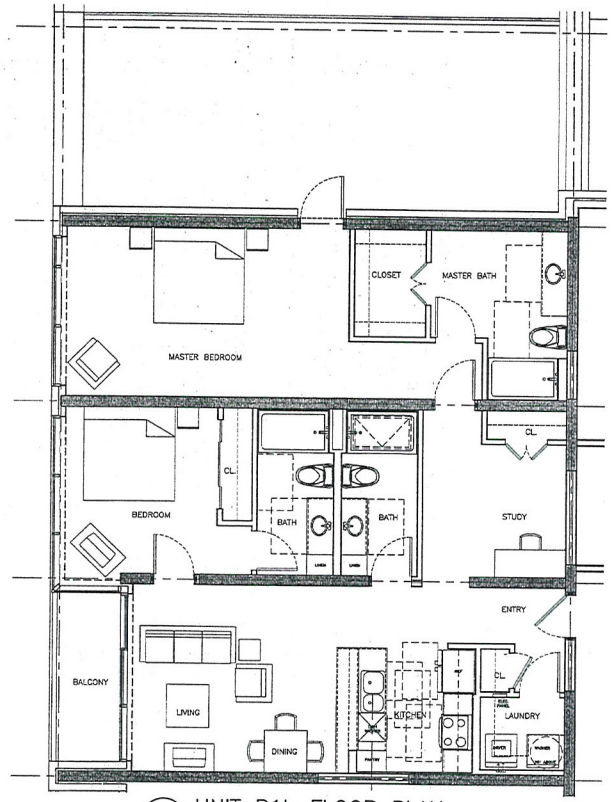

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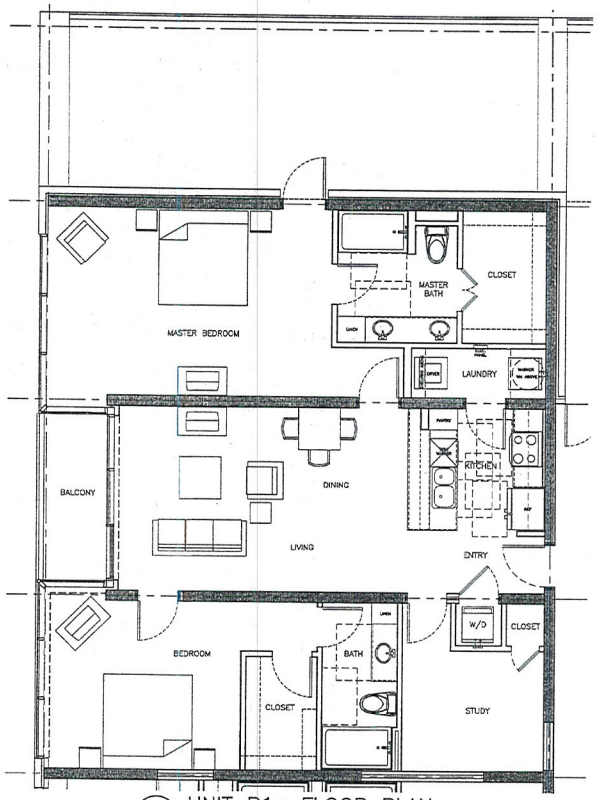

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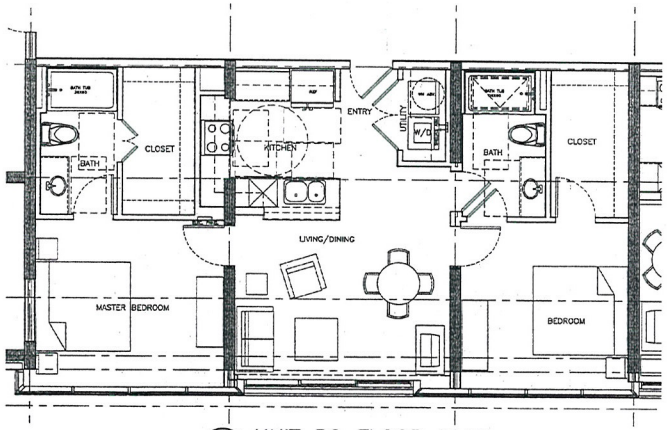

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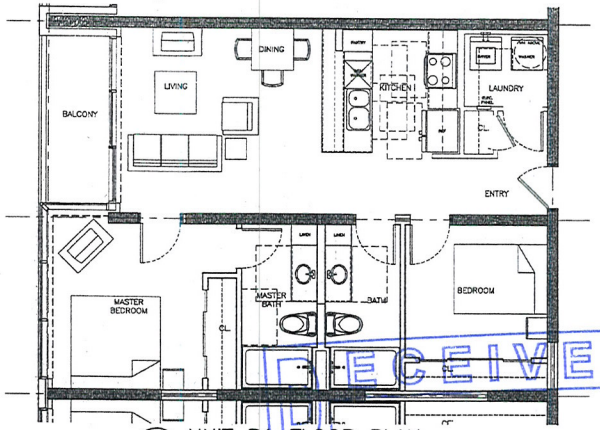

01 UNIT B1 FLOOR PLAN
SCALE: 1/4"=1'-0"

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C/O Gromatzky Dupree and Associates
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Dallas, Tx. 75204
Phone: (214) 871-9076
Fax: (214) 871-0860
www.gdalnet.com

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Design Team

OWNER/ DEVELOPER	MARTINEZ & ASSOCIATES 1729 Wandering Whale Way Las Vegas, NV 89128 TEL: 702.214.3606 FAX: CONTACT: JUSTIN MARTINEZ
ARCHITECT	ROBERT B. DUPREE GROMATZKY DUPREE & ASSOCIATES 2626 COLE AVENUE SUITE 300 DALLAS, TEXAS 75204 TEL: 214.871.9076 FAX: 214.871.0860 CONTACT: GARY CALTHROP

Issues and Revisions

No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
UNIT FLOOR PLANS

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A2.51

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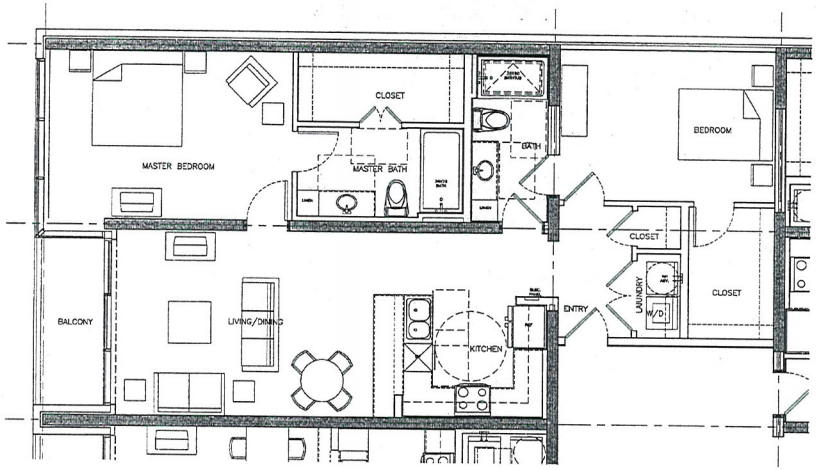

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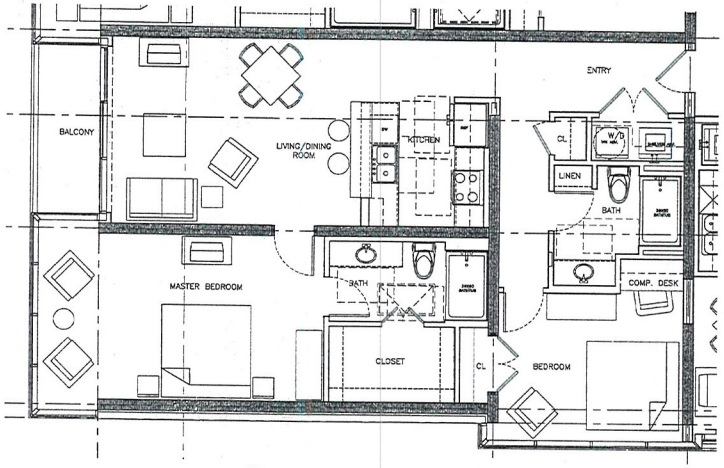
SCALE: 1/4"=1'-0"



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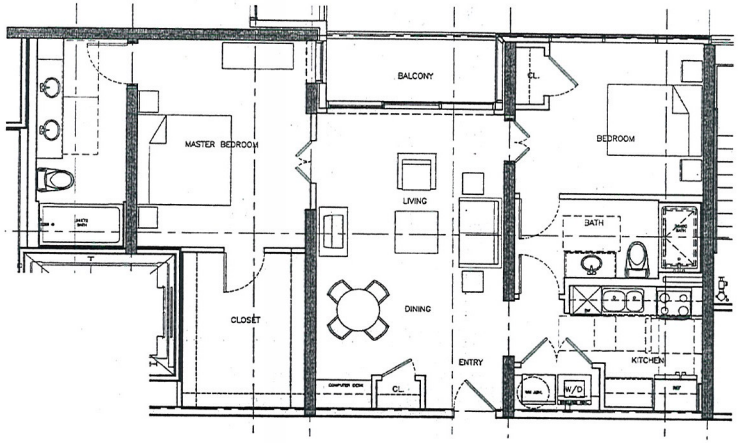

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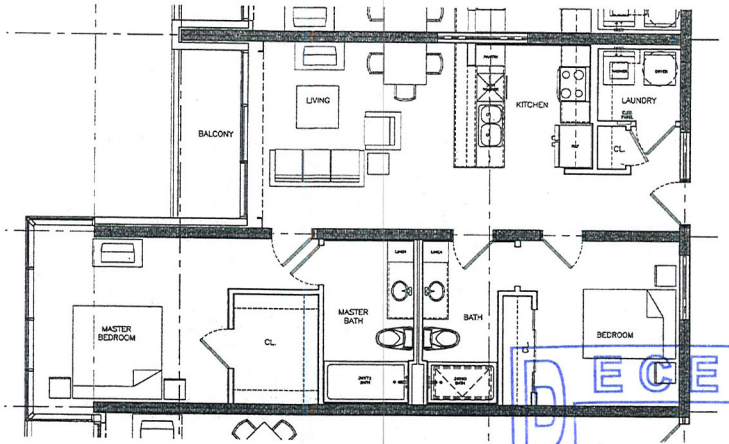
SCALE: 1/4"=1'-0"



01 UNIT B4 FLOOR PLAN
SCALE: 1/4"=1'-0"

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NEVADA LICENSE #3294

C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
Phone: (214) 871-9076
Fax: (214) 871-9669
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777 FREMONT

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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1729 Wentworth Whale Way
Las Vegas, NV 89123
TEL: 702.374.3608
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9076
FAX: 214.871.9669
CONTACT: GARY ONLTWEDT

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No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

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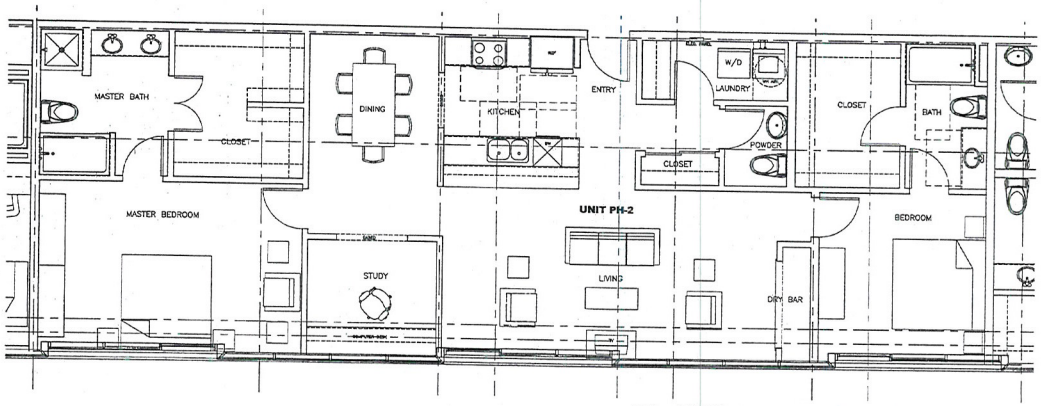
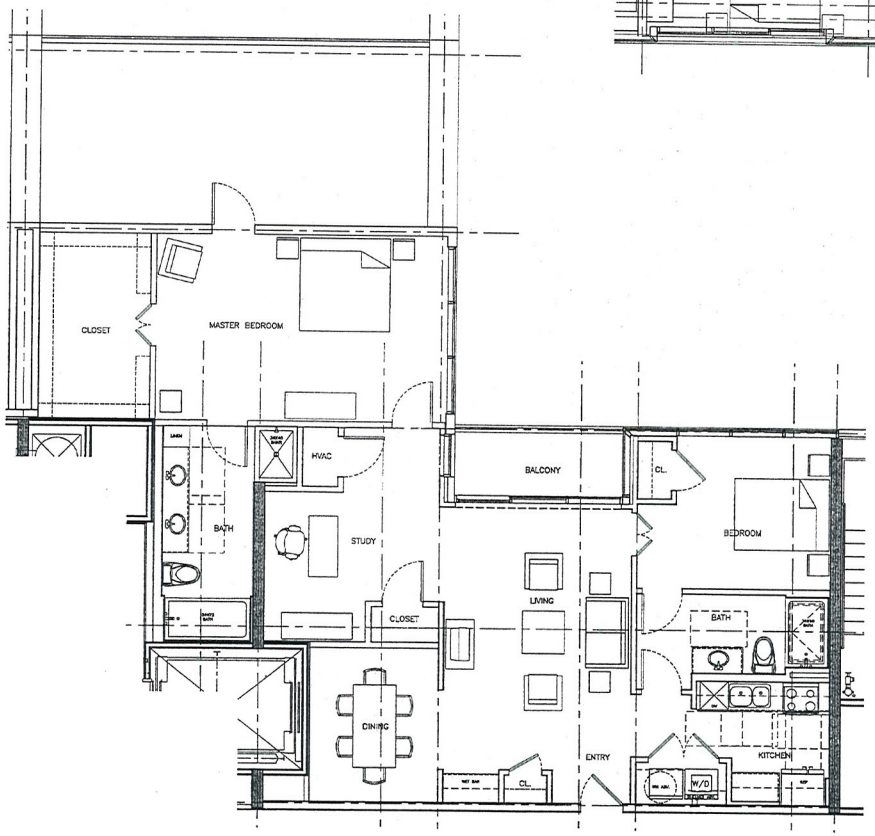
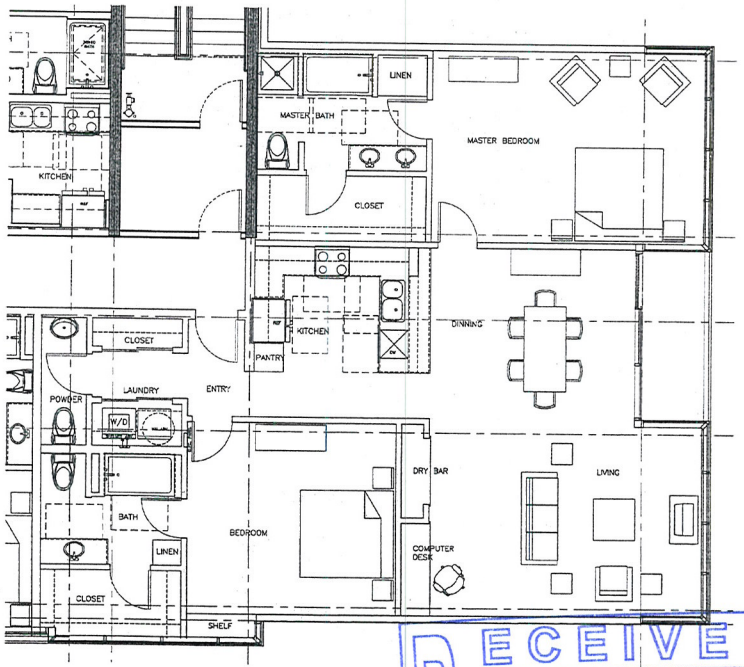


03 UNIT PH-2 FLOOR PLAN
SCALE: 1/4"=1'-0" PENTHOUSE LEVEL UNIT (LEVELS 37-38)



02 UNIT B5a FLOOR PLAN
SCALE: 1/4"=1'-0" PENTHOUSE LEVEL UNIT (LEVEL 37)



01 UNIT PH-1 FLOOR PLAN
SCALE: 1/4"=1'-0" PENTHOUSE LEVEL UNIT (LEVELS 37-38)

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C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, TX. 75204
Phone: (214) 871-9078
Fax: (214) 871-9669
www.gdainet.com

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Project

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LAS VEGAS, NEVADA
777 FREMONT

Martinez & Associates

Authorization

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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1729 Wandering Winds Way
Las Vegas, NV 89128
TEL: 702.274.3609
FAX:
CONTACT: JUSTEN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9669
CONTACT: GARY GALTWEDT

Issues and Revisions

No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
UNIT FLOOR PLANS

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A2.54

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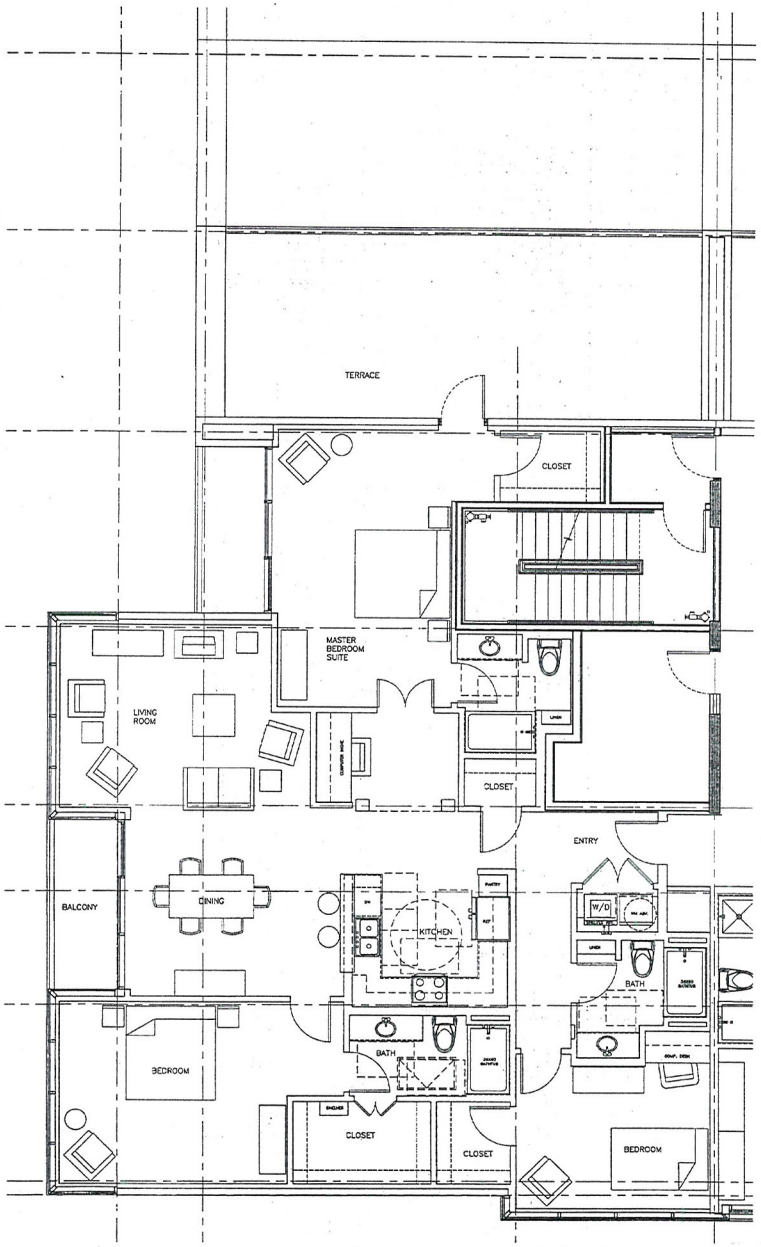
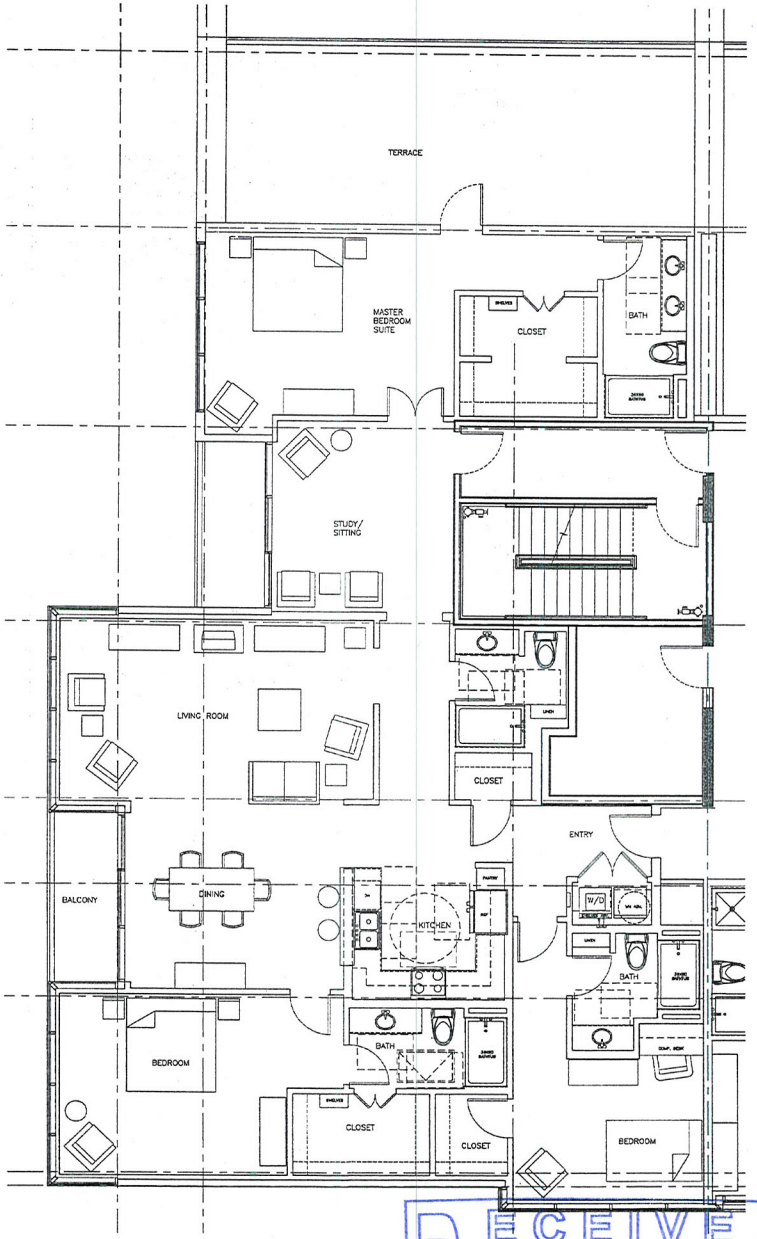


02 UNIT PH-3A FLOOR PLAN
SCALE: 1/4"=1'-0" PENTHOUSE LEVEL UNIT (LEVEL 38)



01 UNIT PH-3 FLOOR PLAN
SCALE: 1/4"=1'-0" PENTHOUSE LEVEL UNIT (LEVEL 37)

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Dallas, Tx. 75204
Phone: (214) 871-9078
Fax: (214) 871-9659
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Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1720 Wandering Whale Way
Las Vegas, NV 89128
TEL: 702.374.3608
FAX:
CONTACT: AJSTEN@MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMETZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9659
CONTACT: GARY DALYWSOT

Issues and Revisions

No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
UNIT FLOOR PLANS

Sheet Number
A2.55

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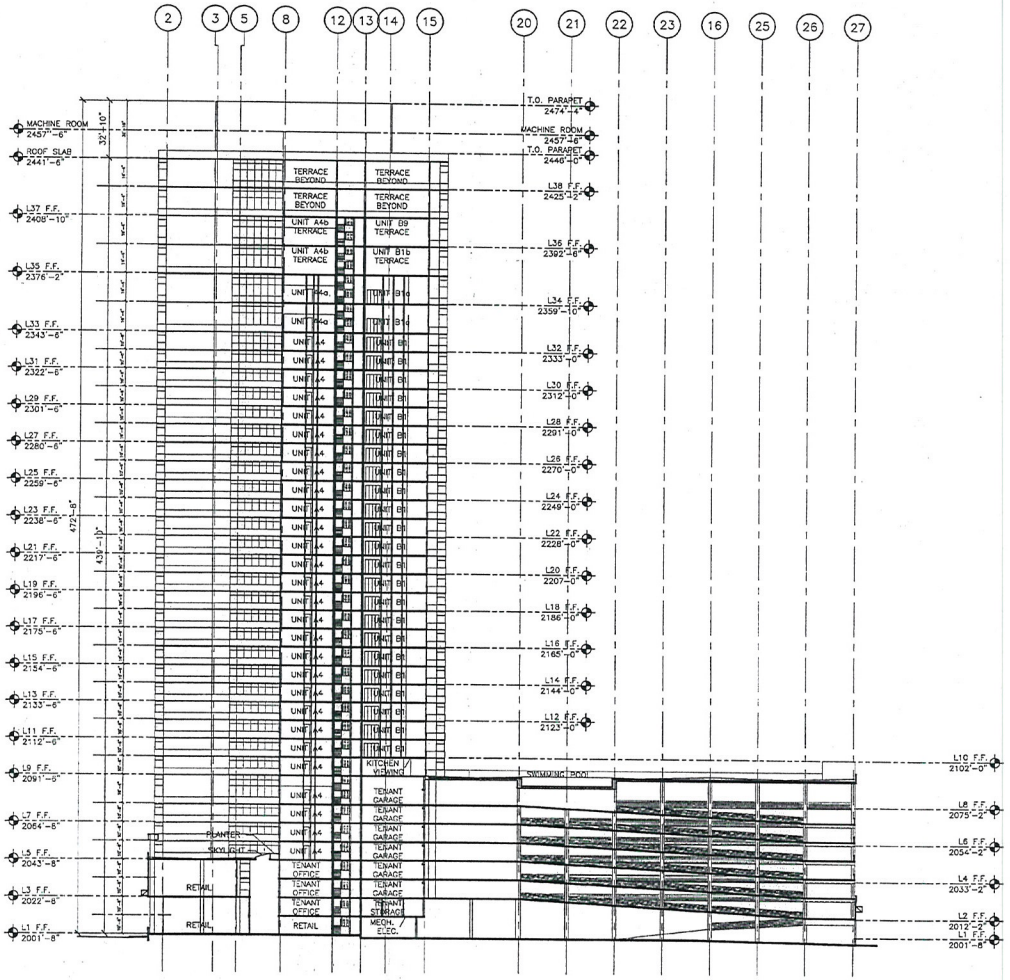

01 BUILDING SECTION (NORTH SOUTH SECTION)
SCALE: 1/32"=1'-0"

0 8' 16' 32' 64'

EOT-44648
EOT-44649

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City of Las Vegas
Department of Planning

ROBERT B. DUPREE
REGISTERED ARCHITECT
NEVADA LICENSE #3294

C/O Gromatzky Dupree and Associates
2626 Cole Ave., Suite 300
Dallas, Tx. 75204
Phone: (214) 871-9078
Fax: (214) 871-9869
www.gdainet.com

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Project

NEON HEIGHTS

LAS VEGAS, NEVADA
777 FREMONT

Martinez & Associates

Authorization

ROBERT B. DUPREE REGISTERED 3294 11.21.06 OF

FOR PLANNING COMMISSION SUBMITTAL ONLY

Design Team

OWNER/ DEVELOPER: MARTINEZ & ASSOCIATES
1725 Wandering Willow Way
Las Vegas, NV 89135
TEL: 702.274.3404
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9869
CONTACT: GARY CALTWAGT

Issues and Revisions

No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
BUILDING SECTION

Sheet Number
A6.01

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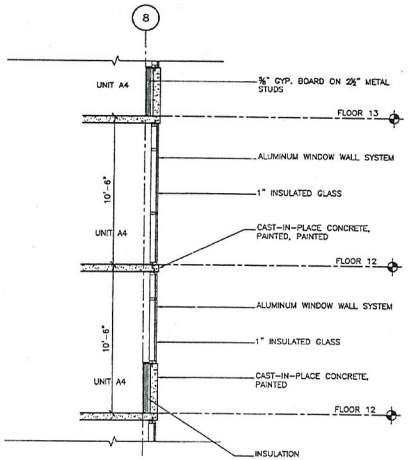

04 WALL SECTION (TYPICAL FLOOR)
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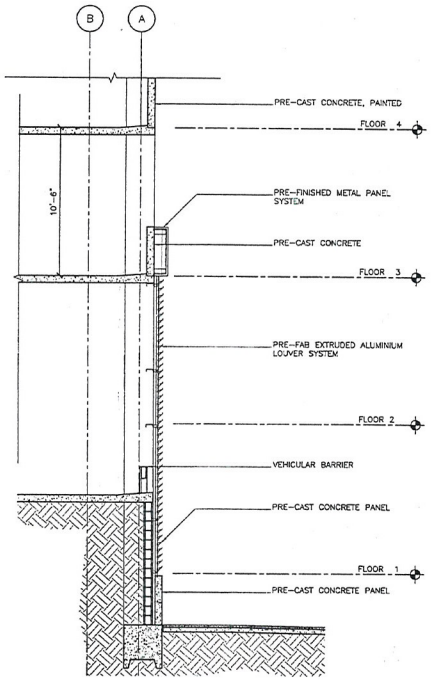
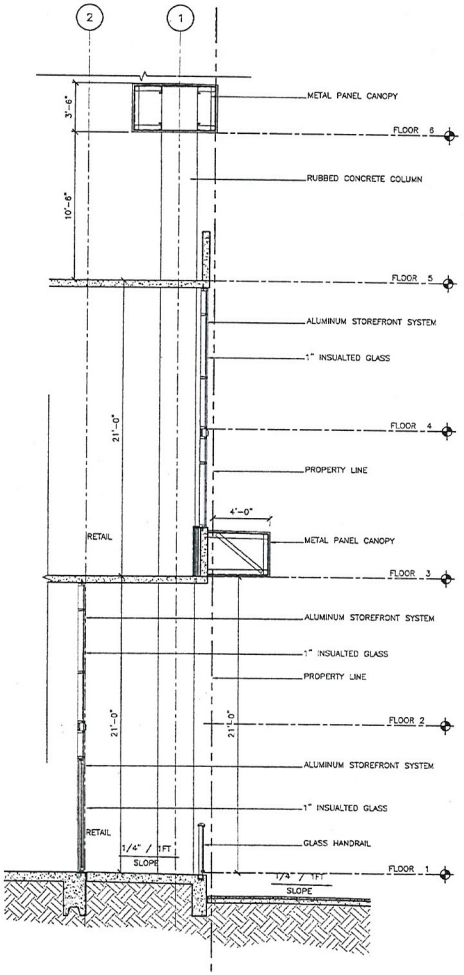
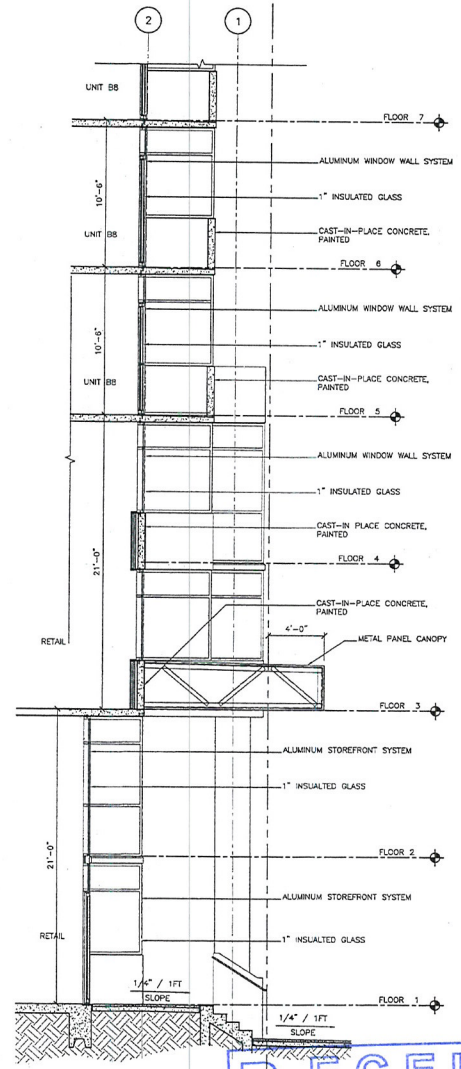


03 WALL SECTION (ON EAST FACADE)
SCALE: 1/4"=1'-0"



02 WALL SECTION (ON NORTH FACADE)
SCALE: 1/4"=1'-0"



01 WALL SECTION (ON NORTH FACADE)
SCALE: 1/4"=1'-0"

0 1' 2' 4' 8'

EOT-44648
EOT-44649

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ROBERT B. DUPREE
REGISTERED ARCHITECT
NEVADA LICENSE #3294

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LAS VEGAS, NEVADA
777 FREMONT

Martinez & Associates

Authorization

ROBERT B. DUPREE REGISTERED 3294 11.21.06

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Design Team

OWNER/DEVELOPER: MARTINEZ & ASSOCIATES
1735 Wednesday Whale Way
Las Vegas, NV 89128
TEL: 702.274.3898
FAX:
CONTACT: JUSTIN MARTINEZ

ARCHITECT: ROBERT B. DUPREE
c/o GROMATZKY, DUPREE & ASSOCIATES
2626 COLE AVENUE
SUITE 300
DALLAS, TEXAS 75204
TEL: 214.871.9078
FAX: 214.871.9869
CONTACT: DARY CALTWEDT

Issues and Revisions

No.	Date	Description

Job No.	Issue Date
5045.00	11.21.06

Issue Package
PLANNING COMMISSION SUBMITTAL

Sheet Title
WALL SECTIONS

Sheet Number
A6.11

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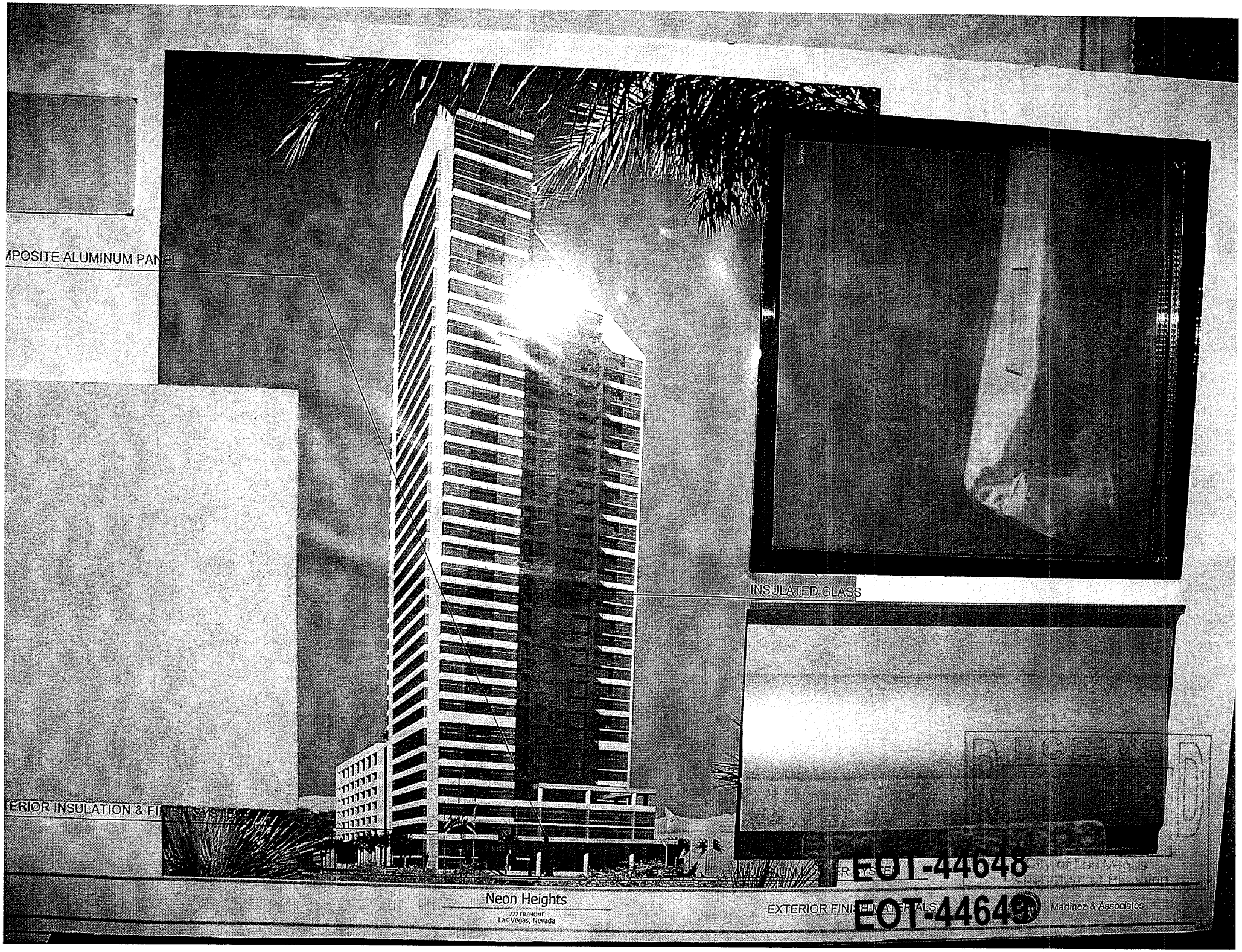

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EOT-44648
EOT-44648

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
WARD 5 (VACANT)

DOUGLAS A. SELBY
CITY MANAGER

March 22, 2007

Mr. Justen Martinez
585 Camino Montebello
Santa Fe, New Mexico 887501

RE: SDR-18638 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF FEBRUARY 21, 2007
RELATED TO SUP-18637

Dear Mr. Martinez:

The City Council at a regular meeting held February 21, 2007 APPROVED the request for a Site Development Plan Review FOR A 40-STORY, 395-UNIT CONDOMINIUM DEVELOPMENT WITH 15,892 SQUARE FEET OF RETAIL SPACE AND 9,050 SQUARE FEET OF OFFICE SPACE AND WAIVERS OF THE DOWNTOWN BUILDING STEPBACK, PARKING STRUCTURE STEPBACK, AND DOWNTOWN STREETSCAPE REQUIREMENTS on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 22, 2007. This approval is subject to:

Planning and Development

1. This approval shall be void one year 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.

2. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 12/08/06, except as amended by conditions herein.

3. A Waiver from the Downtown Centennial Plan is hereby approved, to allow for no stepback at the 4th, 11th and 18th levels.

4. A Waiver from the Downtown Centennial Plan is hereby approved, to allow for no parking structure stepback.

5. A Waiver from the Downtown Centennial Plan Streetscape is hereby approved, to allow for 10 trees on 8th Street where 14 are required, to allow for 4 trees on Carson Avenue where 5 are required, to allow a 9'-6" wide sidewalk and amenity area where 16' wide is required on Fremont Street, to allow a 9'-7" wide sidewalk and amenity area where 16' wide is required on Carson Avenue and to allow an 14'-6" wide sidewalk and amenity area where 16' wide is required on 8th Street.

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6. 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.

7. 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.

8. 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).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. 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.

12. A Master Sign Plan shall be submitted for approval by the City of Las Vegas Downtown Entertainment Overlay Design Review Committee for all proposed signage prior to being issued a sign permit.

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. 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.

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.

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27. 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.

28. Coordinate with the Collection System Planning Section of the Department of Public Works to determine public sewer connection requirements prior to the issuance of any permits or the submittal of a map for this site. 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.

29. 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.

30. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

31. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

32. Meet with the Clark County School District to discuss the impact this site plan has on the District's schools, and to identify possible methods to mitigate the impacts.

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33. 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 public 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
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

Mr. Justen Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

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LAS VEGAS CITY COUNCIL

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LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

April 4, 2008

Mr. Dan Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

RE: EOT-26898 – EXTENSION OF TIME
CITY COUNCIL MEETING OF APRIL 2, 2008

Dear Mr. Martinez:

The City Council at a regular meeting held April 2, 2008 APPROVED the request for an Extension of Time of an approved Site Development Plan Review (SDR-18638) FOR A 40-STORY, 395-UNIT CONDOMINIUM DEVELOPMENT WITH 15,892 SQUARE FEET OF RETAIL SPACE AND 9,050 SQUARE FEET OF OFFICE SPACE AND WAIVERS OF THE DOWNTOWN BUILDING STEPBACK, PARKING STRUCTURE STEPBACK, AND DOWNTOWN STREETSCAPE REQUIREMENTS on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 3, 2008. This approval is subject to:

Planning & Development

1. This Site Development Plan Review (SDR-18638), if not exercised, shall expire on 2/21/10 unless another Extension of Time is approved by the Planning and Development Department.

2. Conformance to all conditions of approval of Site Development Plan Review (SDR-18638) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Justen Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

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EOT-44648

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LAS VEGAS CITY COUNCIL

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RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

April 9, 2010

Mr. Justen Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

RE: EOT-37464 –EXTENSION OF TIME
CITY COUNCIL MEETING OF APRIL 7, 2010

Dear Mr. Martinez:

The City Council at a regular meeting held April 7, 2010 APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18638) FOR A 40-STORY, 395-UNIT CONDOMINIUM DEVELOPMENT WITH 15,892 SQUARE FEET OF RETAIL SPACE AND 9,050 SQUARE FEET OF OFFICE SPACE AND WAIVERS OF THE DOWNTOWN BUILDING STEPBACK, PARKING STRUCTURE STEPBACK, AND DOWNTOWN STREETSCAPE REQUIREMENTS on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 8, 2010. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-18638) shall expire on February 21, 2012 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-18638) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Dan Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

CITY OF LAS VEGAS
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Printed with environmentally friendly soy ink.

Justification Letter

February 17, 2012

Via: Hand Delivery

City of Las Vegas
Planning & Development Department
731 S. Fourth Street
Las Vegas, NV 89101

Re: Extension of Time Request for SUP-18637 & SDR-18638

To Whom It May Concern:

The City Council held February 21, 2007 Approved our requests for a Special Use Permit (SUP-18637) and Site Development Plan Review (SDR-18638) located at 709 Fremont Street (APN 139-34-612-084). We have been working very hard to bring this exciting project and the Fremont East Entertainment District to life. While Fremont East has flourished during the economic downturn, housing has continued to struggle. We have seen an increase in demand for downtown living due to the success of our Entertainment District. The Ogden is completely leased with residents enjoying downtown. Zappos will be arriving soon and will need housing walkable to their new headquarters. Finally construction costs have come down to the level that warrants building quality and affordable residential living in the downtown area. We are still working with several financial sources that are expressing interest in our project. We hope that the cost of financing will warrant building 777 Fremont. We respectfully request an extension of two years time to continue to work in good faith on this project and our Entertainment District.

Thank you in advance for your consideration of this matter.

Respectfully,

Justen Martinez
Vice President of Fremont East Downtown Entertainment District Owners Corporation
1729 Wandering Winds Way
Las Vegas, NV 89128

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EOT-44648
EOT-44649

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-44649 - EXTENSION OF TIME RELATED TO EOT-44648 - SPECIAL USE PERMIT - APPLICANT: JUSTEN MARTINEZ - OWNER: DAN MARTINEZ - For possible action on a request for an Extension of Time of a previously approved Special Use Permit (SUP-18637) FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), 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. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SUP-18637
4. City Council Approval Letter for EOT-26896
5. City Council Approval Letter for EOT-37463

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.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-44649 APN: 139-34-612-084

Name of Property Owner: Dan Martinez

Name of Applicant: Justen Martinez

Name of Representative: Same as applicant

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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Department of Planning

Signature of Property Owner: Daniel G. Martinez

Print Name: DANIEL G. MARTINEZ

STATE OF NEVADA COUNTY OF CLARK

Subscribed and sworn before me

This 21st day of FEBRUARY, 2012

Notary Public in and for said County and State

KATHYREEN R. ALMEDA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-07-14
Certificate No: 10-2355-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for SUP-18637

Project Address (Location) 709 Fremont St., Las Vegas, NV 89101

Project Name 777 Fremont (Neon Heights) **Proposed Use** Mixed Use Tower

Assessor's Parcel #(s) 139-34-612-084 **Ward #** 5

General Plan: existing C proposed _____ **Zoning:** existing C2 proposed _____

Commercial Square Footage 15,892 retail, 9050 office **Floor Area Ratio** _____

Gross Acres 1.39 **Lots/Units** 395 **Density** _____

Additional Information _____

PROPERTY OWNER Dan Martinez **Contact** Justen Martinez

Address 1729 Wandering Winds Way **Phone:** 274-3808 **Fax:** _____

City Las Vegas **State** NV **Zip** 89128

E-mail Address justen_martinez@yahoo.com

APPLICANT Justen Martinez **Contact** _____

Address 1729 Wandering Winds Way **Phone:** 274-3808 **Fax:** _____

City Las Vegas **State** NV **Zip** 89128

E-mail Address justen_martinez@yahoo.com

REPRESENTATIVE Same as applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

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Department of Planning

Property Owner Signature* Daniel G. Martinez

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DANIEL G. MARTINEZ

STATE OF NEVADA, COUNTY OF CLARK

Subscribed and sworn before me

This 21st day of FEBRUARY, 20 12.

Notary Public in and for said County and State

KATHYREEN R. ALMEDA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-07-14
Certificate No: 10-2355-1

FOR DEPARTMENT USE ONLY

Case #	EOT - 44649
Meeting Date:	4/4/12
Total Fee:	300.00
Date Received:*	2/21/12
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
WARD 5 (VACANT)

DOUGLAS A. SELBY
CITY MANAGER

March 22, 2007

Mr. Justen Martinez
585 Camino Montebello
Santa Fe, New Mexico 887501

RE: SUP-18637 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 21, 2007
RELATED TO SDR-18638

Dear Mr. Martinez:

The City Council at a regular meeting held February 21, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 22, 2007. This approval is subject to:

Planning and Development

1. Conformance to the conditions of approval for Site Development Plan Review (SDR-18638).

2. This approval shall be void one year 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. 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.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

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cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Justin Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

EOT-44649

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LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

April 4, 2008

Mr. Dan Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

RE: EOT-26896 – EXTENSION OF TIME
CITY COUNCIL MEETING OF APRIL 2, 2008

Dear Mr. Martinez:

The City Council at a regular meeting held April 2, 2008 APPROVED the request for an Extension of Time of an approved Special Use Permit (SUP-18637) FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 3, 2008. This approval is subject to:

Planning & Development

1. This Special Use Permit (SUP-18637), if not exercised, shall expire on 2/21/10 unless another Extension of Time is approved by the Planning and Development Department.

2. Conformance to all conditions of approval of Special Use Permit (SUP-18637) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Justen Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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City of Las Vegas
Department of Planning

EOT-44649

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

April 9, 2010

Mr. Justen Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

RE: EOT-37463 –EXTENSION OF TIME
CITY COUNCIL MEETING OF APRIL 7, 2010

Dear Mr. Martinez:

The City Council at a regular meeting held April 7, 2010 APPROVED the request for an Extension of Time of a previously approved Special Use Permit (SUP-18637) FOR A PROPOSED MIXED-USE DEVELOPMENT at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on April 8, 2010. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-18637) shall expire on February 21, 2012 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-18637) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Dan Martinez
1729 Wandering Winds Way
Las Vegas, Nevada 89128

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Department of Planning

EOT-44649

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City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

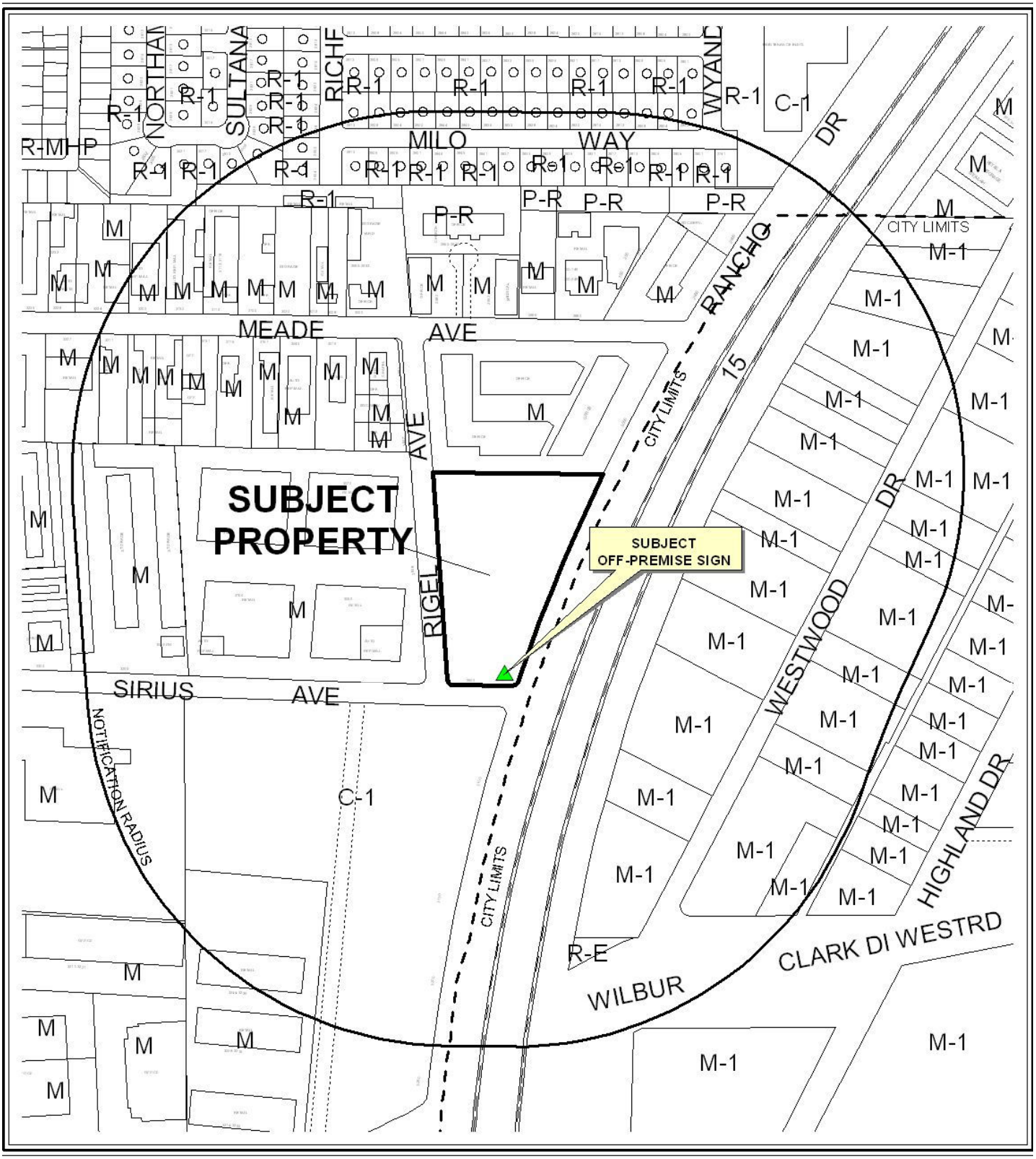
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-44637 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: FISHER BROTHERS LAS VEGAS, LLC - For possible action on a request for a Required Review of a previously approved Variance (V-0058-94) TO ALLOW A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) 600 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION REQUIRED at 2900 Sirius Avenue (APN 162-08-702-002), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

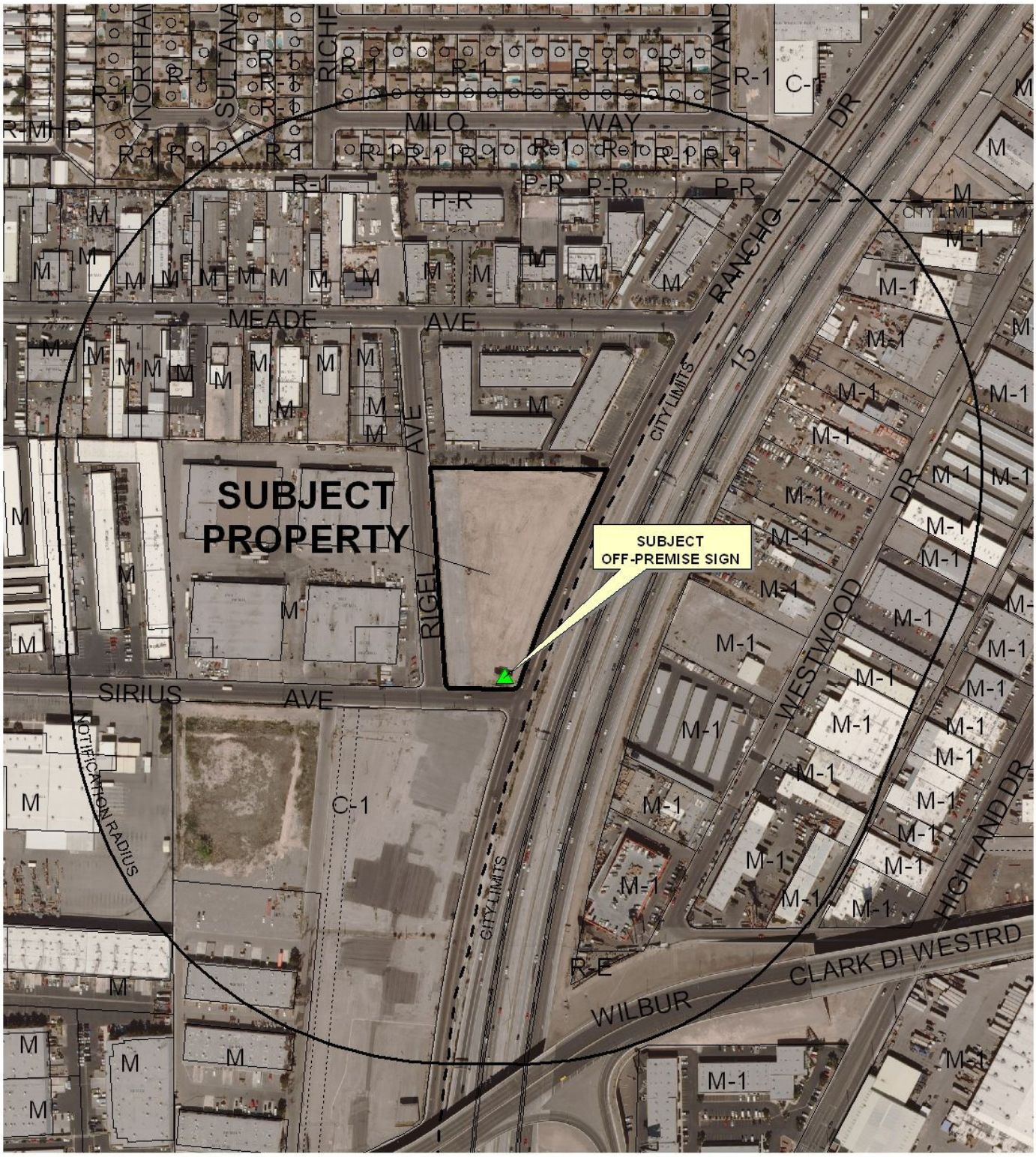
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for RQR-30584
5. Justification Letter
6. Protest Postcards



CASE: **RQR-44637**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



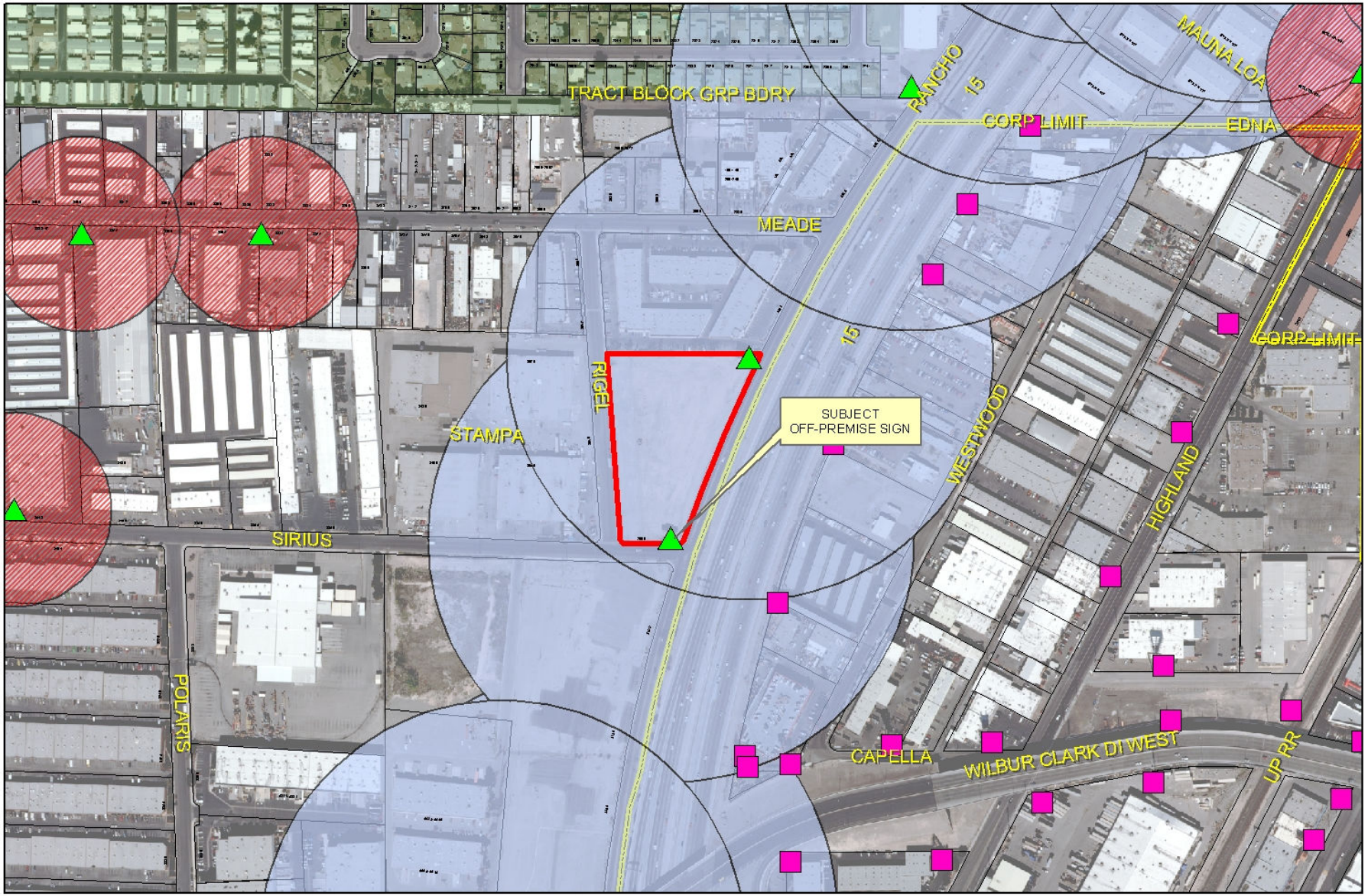
0 300 600 Feet

CASE: **RQR-44637**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



RQR-44637

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 4, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: FISHER BROTHERS LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-44637	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

RQR-44637 CONDITIONS

Planning

1. Conformance to the conditions of approval of the Variance (V-0058-94).

2. This Variance (V-0058-94) shall be placed on an agenda closest to April 4, 2015 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.

3. 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.

4. If the Off-Premise Sign is voluntarily demolished, this Variance (V-0058-94) 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.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of a previously approved Variance (V-0058-94) to allow a 40-foot tall, 14-foot by 48-foot Off-Premise Sign 600 feet from another Off-Premise Sign where 750 feet is the minimum separation required at 2900 Sirius Avenue. The sign is located on an undeveloped parcel in the Las Vegas Redevelopment Plan/Area. A building permit (94343626) was issued and finalized for the Off-Premise Sign in August 1994. There has been a new entitlement approved in January 2011 for the subject site (SDR-40437) for a proposed recreation/amusement (outdoor) facility.

Staff finds that the continued use of the sign will not have an adverse impact on the surrounding areas; therefore is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/16/92	The City Council approved a request for a Special Use Permit (U-0168-92) to allow a 14-foot by 48-foot off-premise advertising sign on property located at 2900 Sirius Avenue. The Board of Zoning Adjustments recommended approval.
06/15/94	The City Council approved a request for a Variance (V-0058-94) to allow a proposed 14-foot by 48-foot off-premise advertising sign; and to allow the sign 600 feet from another off-premise sign where a 750-foot distance separation is required on property located at 2900 Sirius Avenue. The Board of Zoning Adjustments recommended approval.
11/10/97	The City Council approved a request for a Required Review [U-0168-92(1)] of a previously approved Special Use Permit (U-0168-92) to allow a 14-foot by 48-foot off-premise advertising sign on property located at 2900 Sirius Avenue. The Planning Commission recommended approval.
02/19/03	The City Council approved a request for a Required Review (RQR-1143) of a previously approved Special Use Permit (U-0168-92) to allow a 14-foot by 48-foot off-premise advertising sign on property located at 2900 Sirius Avenue. The Planning Commission and staff recommended approval.
11/03/04	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-5097) from LI/R (Light Industry/Research) to SC (Service Commercial) on 5.25 acres adjacent to the northwest corner of Rancho Drive and Sirius Avenue. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/03/04	The City Council approved a related request for Rezoning (ZON-5103) from M (industrial) to C-1 (Limited Commercial).
	The City Council approved a related request for a Special Use Permit (SUP-5107) for a proposed 50-story, 560-foot tall mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-5104) for a proposed 50-story, 560-foot tall mixed-use development containing 700 residential units and 20,000 square feet of retail uses.
06/09/05	The Planning Commission approved a request for a Tentative Map (TMP-6580) for a mixed-use development with 703 residential units and one commercial unit on 5.32 acres located at 2900 Sirius Avenue. Staff recommended approval.
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 within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
10/04/06	The City Council approved a request for an Extension of Time (EOT-16028) of a previously approved Rezoning (ZON-5103) from M (industrial) to C-1 (Limited Commercial) on 5.25 acres adjacent to the northwest corner of Rancho Drive and Sirius Avenue.
	The City Council approved a related request for an Extension of Time (EOT-16026) of a previously approved Special Use Permit (SUP-5107) for a proposed 50-story, 560-foot tall mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-16027) of a previously approved a Site Development Plan Review (SDR-5104) for a proposed 50-story, 560-foot tall mixed-use development containing 700 residential units and 20,000 square feet of retail uses.
05/07/08	The City Council approved a request for a Required Review (RQR-26324) of a previously approved Special Use Permit (U-0168-92) which allowed a 40-foot tall, 14-foot by 48-foot off-premise advertising sign at 2900 Sirius Avenue. The Planning Commission and staff recommended approval.
01/07/09	The City Council approved a request for a Required Review (RQR-30584) of a previously approved Variance (V-0058-94) to allow a 40-foot tall, 14-foot by 48-foot off-premise advertising sign 600 feet from another off-premise sign where 750 feet is the minimum separation required at 2900 Sirius Avenue. The Planning Commission and staff recommended approval.
05/17/09	The Department of Planning administratively approved a request for a Minor Site Development Plan Review (SDR-34570) for a 117 square-foot embellishment on an existing off-premise sign at 2900 Sirius Avenue.
01/25/11	The Planning Commission approved a request for a Site Development Plan Review (SDR-40437) for a commercial recreation/amusement (outdoor) facility with waivers of all development and landscape requirements on 9.27

	acres at 3012 South Rancho Drive. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/20/11	The City Council approved a request for a Required Review (RQR-41171) of a previously approved Special Use Permit (U-0168-92) which allowed a 40-foo tall, 14-foot by 48-foot off-premise sign at 2900 Sirius Avenue. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
09/07/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
8/04/94	A building permit (94342863) was issued for the relocation of an Off-Premise Sign (Billboard) at 2900 Sirius Avenue. The permit was finalized on 03/06/95.
08/11/94	A building permit (94343626) was issued for the installation of an Off-Premise Sign (Billboard) at 2900 Sirius Avenue. The permit was finalized on 09/21/94.

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	
03/01/12	Staff conducted a field check of the subject site and found the face of the sign on both sides in good condition with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	5.32

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land with Off-Premise Signs	SC (Service Commercial)	M (Industrial)
North	Offices	C (Commercial)	M (Industrial)
South	Undeveloped Land	C (Commercial)	C-1 (Limited Commercial)
East	I-15	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Retail, Auto Repair Garage-Major	LI/R (Light Industry/Research)	M (Industrial)

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		Y
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 Variance (V-0058-94) to allow a 40-foot tall, 14-foot by 48-foot Off-Premise Sign to be 600 feet from another Off-Premise Sign where 750 feet is the minimum separation required at 2900 Sirius. A building permit (94343626) was issued and finalized for the Off-Premise Sign in August 1994. On 03/01/12, staff conducted a field check of the subject site and found the sign in good condition with no discrepancies noted. There has been a new entitlement approved for the subject site (SDR-40437) for a proposed recreation/amusement (outdoor) facility.

FINDINGS

Staff finds that the continued use of the sign will not have an adverse impact on the surrounding areas or new entitlement for the property; therefore is recommending approval of this request

with a three (3) year time limit. Conformance to the conditions of approval of the Variance (V-0058-94) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 68 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-44637** APN: 16208702002

Name of Property Owner: Fisher Brothers Las Vegas LLC

Name of Applicant: Fisher Brothers Las Vegas LLC

Name of Representative: Lucas Tucker and Paul Larsen of Lionel Sawyer & Collins

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: WINSTON FISHER

Subscribed and sworn before me

This 15TH day of February, 2012

Susan Alario

Notary Public in and for said County and State

SUSAN ALARIO
Notary Public State of New York
No. 01AL6204983
Qualified in Kings County
Term Expires April 27, 2013

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Variance (V-0058-94) (reference prior review RQR-30584)

Project Address (Location) 2900 Sirius Avenue

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-08-702-002 **Ward #** _____

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.32 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Fisher Brothers Las Vegas, LLC **Contact** Eric Klemperer

Address 299 Park Avenue, 42nd Floor **Phone:** (212) 224-0358 **Fax:** _____

City New York **State** NY **Zip** 10171

E-mail Address _____

APPLICANT Fisher Brothers Las Vegas, LLC **Contact** Eric Klemperer

Address 299 Park Avenue, 42nd Floor **Phone:** (212) 224-0358 **Fax:** _____

City New York **State** NY **Zip** 10171

E-mail Address _____

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Lucas Tucker / Paul Larsen

Address 300 South Fourth Street, Ste. 1700 **Phone:** (702) 383-8872 **Fax:** (702) 383-8845

City Las Vegas **State** NV **Zip** 89101

E-mail Address ltucker@lionelsawyer.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 WINSTON FISHER

Subscribed and sworn before me

This 15th day of February, 20 12.

Susan Alario

Notary Public in and for said County and State

SUSAN ALARIO
Notary Public, State of New York
No. 01AL6204983
Qualified in Kings County
Term Expires April 27, 2013

FOR DEPARTMENT USE ONLY

Case #	RQR-44637
Meeting Date:	4/4/12
Total Fee:	$800
Date Received:*	2/16/12
Received By:	

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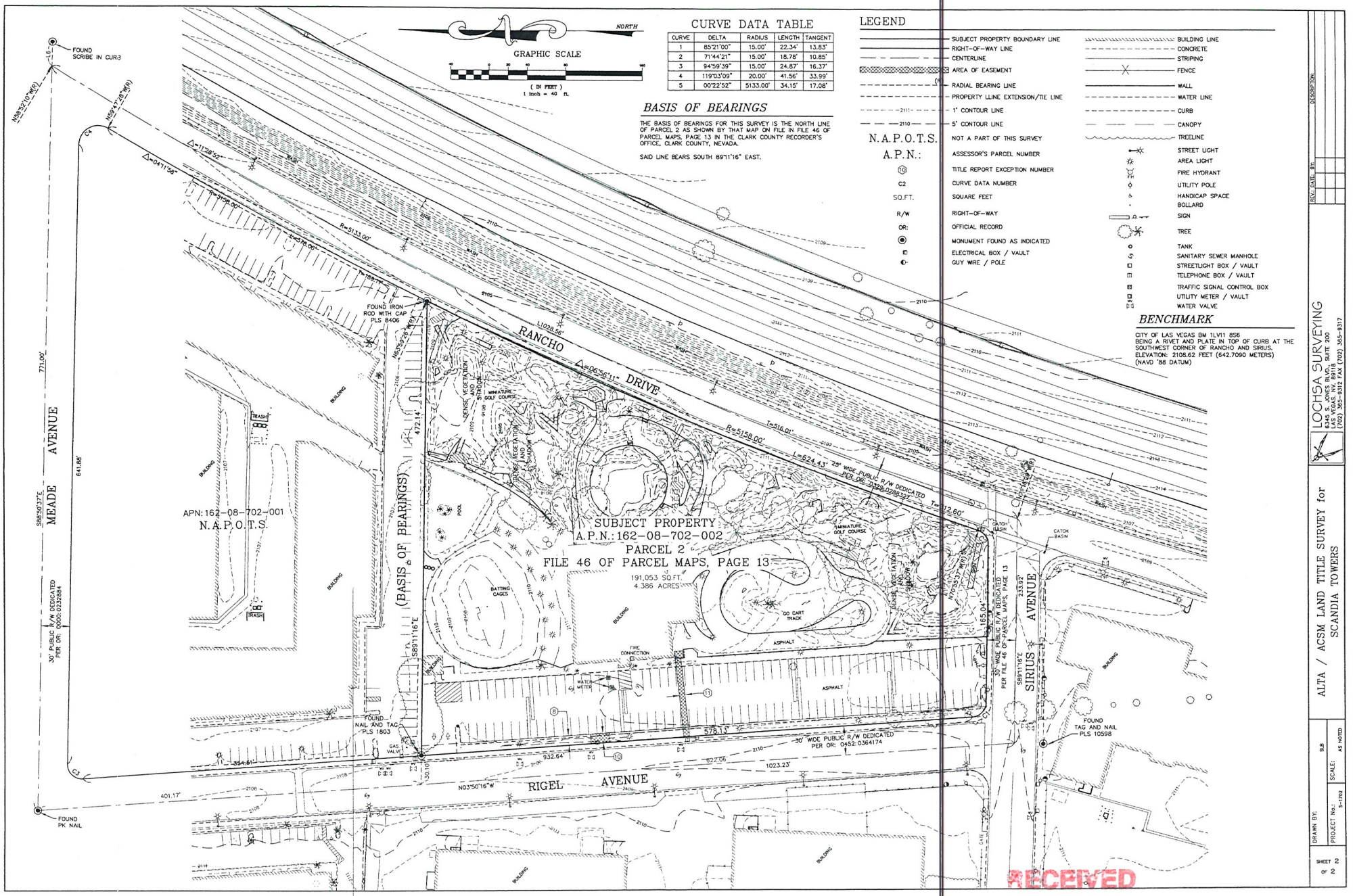
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.



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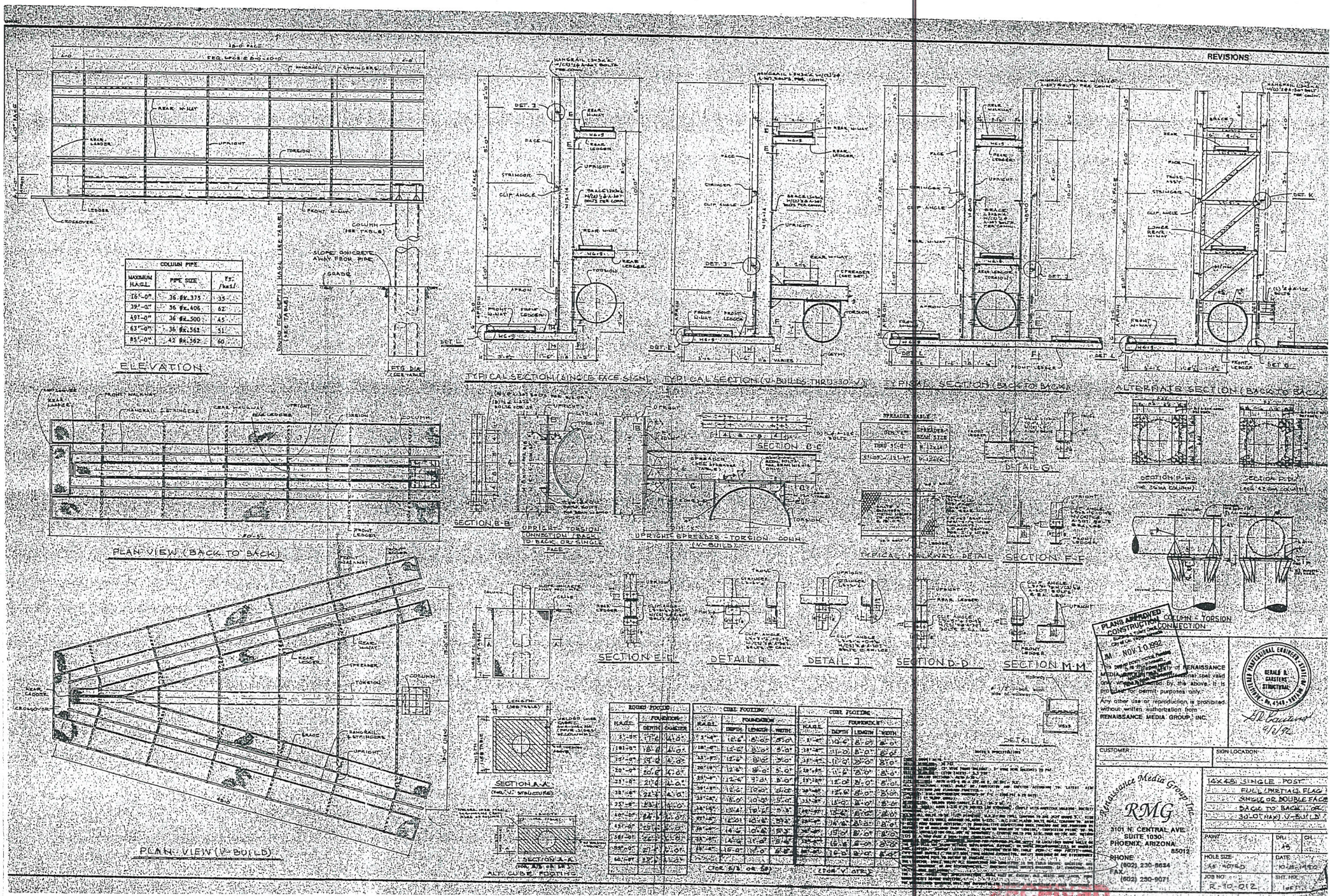
RQR-44637



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RQR-44637

City of Las Vegas

LAS VEGAS CITY COUNCIL

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MAYOR

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STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

January 9, 2009

Ms. Marianne Raisig
Fisher Brothers Las Vegas, LLC
299 Park Avenue
New York, New York 10171

RE: RQR-30584 – REQUIRED REVIEW
CITY COUNCIL MEETING OF JANUARY 7, 2009

Dear Ms. Raisig:

The City Council at a regular meeting held January 7, 2009 APPROVED the Required Review of an approved Variance (V-0058-94) TO ALLOW A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) 600 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION REQUIRED at 2900 Sirius Avenue (APN 162-08-702-002), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 8, 2009. This approval is subject to:

Planning & Development

1. Conformance to the conditions for Variance (V-0058-94), if approved.

2. This Variance shall be placed on an agenda closest to 12/01/11 at which time the City Council may require the Off-Premise Advertising (Billboard) 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 Advertising (Billboard) Sign is removed.

3. 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 Advertising (Billboard) Sign.

4. If the existing off-premise sign is voluntarily demolished, this Variance (V-0058-94) 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.

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RQR-44637

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Doreen Araujo

Doreen Araujo
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Lucas Trucker
Lionel Sawyer & Collins
300 South 4th Street, Suite 1700
Las Vegas, Nevada 89101

Mr. Paul Larsen
Lionel Sawyer & Collins
300 South 4th Street, Suite 1700
Las Vegas, Nevada 89101

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LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

1700 BANK OF AMERICA PLAZA

300 SOUTH FOURTH STREET

LAS VEGAS, NEVADA 89101

(702) 383-8888

FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
TODD TOUTON
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT
LYNN G. FULSTONE
RORY J. REID
DAN C. McGUIRE

JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III
ERIN FLYNN
JENNIFER ROBERTS
MARK A. CLAYTON
MATTHEW R. POLICASTRO
CHRISTOPHER MATHEWS

MICHAEL D. KNOX
MEREDITH L. MARKWELL
RICHARD T. CUNNINGHAM
JENNIFER J. DiMARZIO
PEARL L.GALLAGHER
LUCAS J. TUCKER
CHRISTOPHER WALTHER
KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
ROBERT W. HERNQUIST
COURTNEY MILLER O'MARA

BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
MARK J. GARDBERG
JAMES B. GIBSON
JING ZHAO
JOHN D. TENNERT
MARLA J. DaVEE
STEVEN C. ANDERSON
RYAN A. ANDERSEN
KATHERINE L. HOFFMAN

February 16, 2012

OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
ELLEN WHITTEMORE

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER
(702) 383-8872
LTUCKER@LIONELSAWYER.COM

City of Las Vegas Planning and Development
333 N. Rancho Drive
Las Vegas, Nevada 89106

Re: **Required Review of V-0058-94 (RQR-30584) re: A.P.N. 162-08-702-002 (the "Property")**

Dear Sir / Madam:

On behalf of Fisher Brothers Las Vegas LLC ("Fisher LV"), we are submitting the documents necessary for the application referenced above in connection with the review of an approved off-premise advertising sign on the Property. Enclosed, please find the executed application form, statement of interest form, all required plans, and our firm's check payable to the City of Las Vegas in the amount of $800.

The original building permit for this billboard (Permit No. 94343626) was produced during the last review (RQR-30584) conducted in 2008, and the structural integrity of the board was also certified at that time. Since the last approval of this board, it has been maintained in good condition. On behalf of Fisher LV, we respectfully request the continued approval of the variance for this billboard. Please contact me at (702) 383-8872 with any questions.

Very truly yours,

Lucas J. Tucker

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City of Las Vegas
RQR-44637

G:\Attorneys\LXT\Fisher Bros\2011 Billboard Review\Justification ltr for 2012 review of V 0058 94.doc

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2012 MAR 26 A 8:15

City of Las Vegas
Office Of The City Clerk
495 South Main Street
Las Vegas, Nevada 89101

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FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.42⁴
0004279218 MAR 22 2012
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

Please no more signs!

We do not want these signs. There are too many now!

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-44637
City Council Meeting of **04/04/2012**

Case: RQR-44637
16208301017
MARTIN ROBERT E & KAYE
7045 LAREDO
LAS VEGAS NV 89117-3021 89117-3021

03/26/2012 07:50 7028734030702873403O ROBERT MARTIN PAGE 02/02

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2012 MAR 26 A 8:15

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Las Vegas, Nevada 89101

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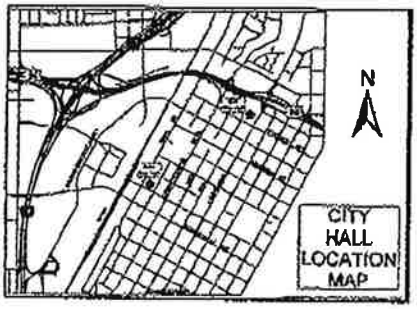
Return Service Requested
Official Notice of Public Hearing



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 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-44637

City Council Meeting of **04/04/2012**

Please NO more Signs!
Next Time They will Ask For 300 Feet.
They do this every 3 month

Case: RQR-44637
16208703001
MARTIN ROBERT E & KAYE
7045 LAREDO ST
LAS VEGAS NV 89117-3021 89117-3021

This is not correct!

(over)

03/26/2012 07:52 7028734030702873403O ROBERT MARTIN PAGE 01/01

Application Information

RQR-44637 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: FISHER BROTHERS LAS VEGAS, LLC - For possible action on a request for a Required Review of a previously approved Variance (V-0058-94) TO ALLOW A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) 600 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION REQUIRED at 2900 Sirius Avenue (APN 162-08-702-002), M (Industrial) Zone, Ward 1 (Tarkanian).

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***April 4, 2012***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street 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 there of with the City Clerk, 1st Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, please call 702-229-6301 (TDD 702-386-9108), http://www.lasvegasnevada.gov.

RECEIVED
CITY CLERK
2012 MAR 26 A 8:15

City of Las Vegas
Office Of The City Clerk
495 South Main Street
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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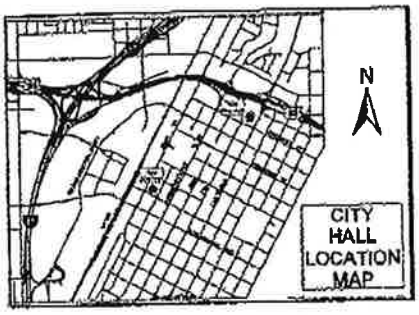
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



Please NO More Signs!!!

THE Rules Are THE Rules!

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

WHAT # is this?

Please use available blank space on card for your comments.

RQR-44637

City Council Meeting of **04/04/2012**

Case: RQR-44637
16208303008
MARTIN ROBERT E & KAYE B
7045 LAREDO
LAS VEGAS NV 89117-3021 89117-3021

03/26/2012 07:50 7028734030702873403O ROBERT MARTIN PAGE 01/02

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 4, 2012

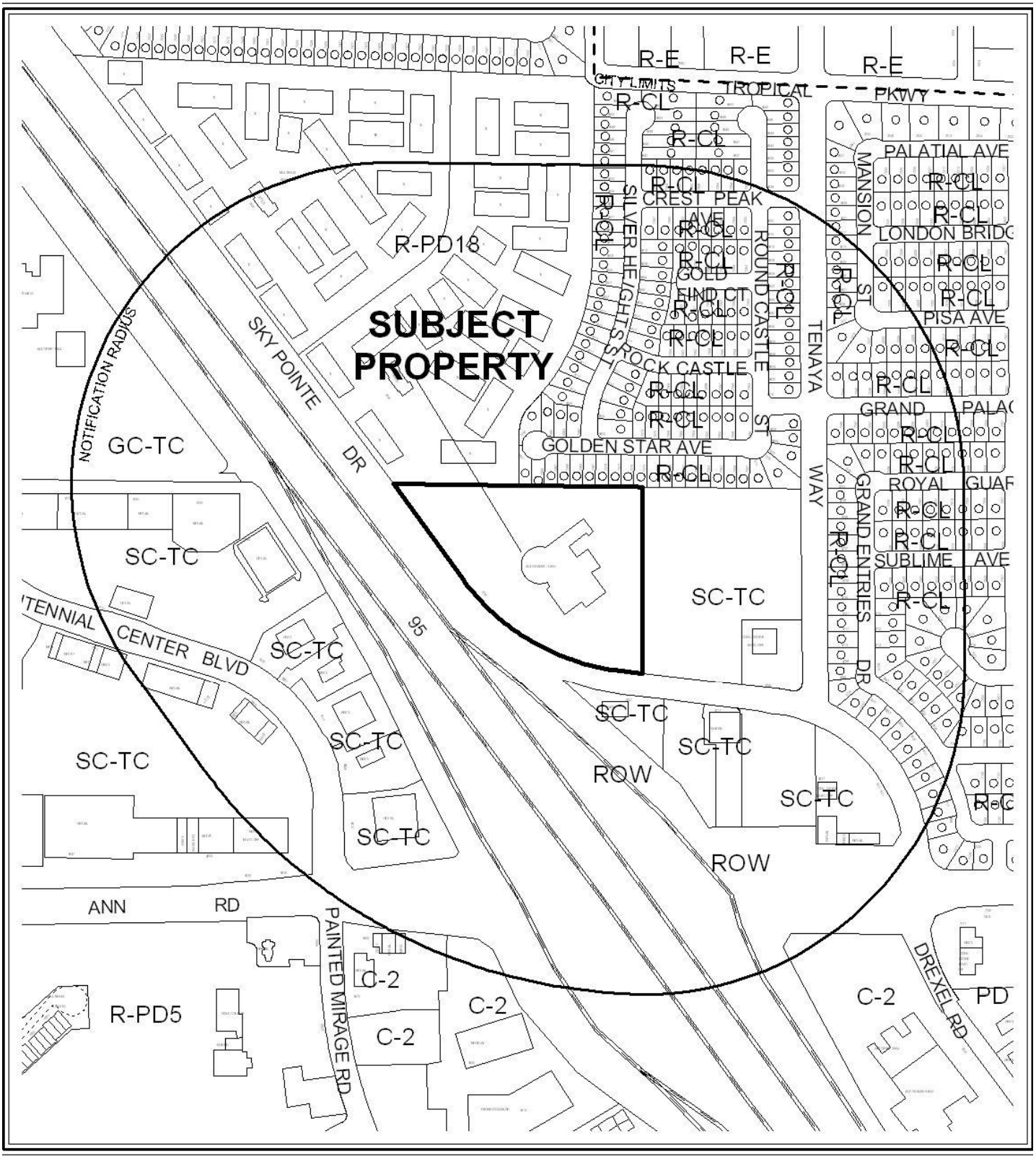
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-44638 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - For possible action on a request for an Extension of Time of a Non-Conforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial- Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for EOT-40646
5. Justification Letter
6. Support Postcard



0 300 600 Feet

CASE: **EOT-44638**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

[SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

0 300 600 Feet

CASE: **EOT-44638**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

[SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 4, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GARDEN CITY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-44638	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-44638 CONDITIONS

Planning

1. This request for an Extension of Time of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive shall expire on January 8, 2013 unless another extension of time is approved by the City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Automobile Dealership within the T-C (Town Center) zoning district at 5750 Sky Pointe Drive. On January 8, 2010, business license A16-01272 for an Automobile Dealership was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an Extension of Time as the poor economic climate in the area is not conducive to warrant the opening of a new Automobile Dealership at this time. As there have not been any significant changes in land use or development in the surrounding area to warrant a change in staff's recommendation from the prior Extension of Time, staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/96	The City Council approved a request for an Aesthetic Review (AR-22-96) on property located on the east side of Rancho Road, north of Ann Road for a proposed 43,134 square-foot Auto Dealership. The Planning Commission recommended approval.
10/27/97	The City Council approved a request for Rezoning (Z-0088-97) from R-E (Residence Estates) to C-2 (General Commercial) of property located at 5750 Sky Pointe Drive. The Planning Commission recommended approval.
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) on property located within the area designated Town Center on the northwest amendment to the General Plan from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center). The Planning Commission recommended approval.
07/26/00	The Planning Commission approved a request for an Administrative Site Development Plan Review [Z-0076-98(8)] on property located approximately 1,320 feet west of US-95 and 1,320 feet south of Centennial Parkway to allow a proposed Auto Dealership.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/09/02	The Planning Commission approved a request for a Site Development Plan Review and a reduction in the amount of required perimeter and parking lot landscaping [Z-0076-98(32)] for a proposed 48,562 square-foot new Auto Dealership on 7.11 acres located adjacent to the west side of Centennial Center Boulevard, approximately 2,400 feet north of Tropical Parkway.
06/27/02	The Planning Commission approved a request for a Site Development Plan Review [Z-0076-98(33)] for a new Auto Dealership on 3.99 acres located adjacent to the northwest corner of centennial Center Boulevard and Oso Blanca Road.
06/05/07	The Town Center Architectural Design Committee approved a request for a Master Sign Plan (ARC-22217) for an approved Auto Dealership at 5750 Sky Pointe Drive.
02/16/11	The City Council approved a request for an Extension of Time (EOT-40646) of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive. Staff recommended approval.

Most Recent Change of Ownership	
12/02/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/23/06	A business license (A16-01272) was issued for an Automobile Dealership at 5750 Sky Pointe Drive. The license was classified as out of business on 01/08/10.
There have been no recent building permits 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.

Field Check	
03/01/12	Staff conducted a field check of the subject site and found the area surrounding the property neat and clean in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	7.50

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Building	SC-TC [(Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
North	Single Family and Multi-Family Residences	ML [(Medium-Low Density Residential) Special Land Use Designation]	Single Family Compact-Lot and R-PD18 (Residential Planned Development-18 Units per Acre)
South	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Convenience Store and Undeveloped Land	SC-TC [Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
West	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time for a non-conforming use at 5750 Sky Point Drive. The automobile dealership is considered a non-conforming use within the SC-TC (Service Commercial- Town Center) zoning district as the use pre-dates the creation of Town Center regulations and standards. On January 8, 2010, business license A16-01272 for an Automobile Dealership was classified as out of business with no subsequent licenses applied for at the subject site. In accordance with Bill 2010-40, Ordinance 6114, the owner of property deemed abandoned for a period of time greater than the applicable abandonment period may request the abandonment period extended through an Extension of Time application. A public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an Extension of Time as the poor economic climate in the area is not conducive to warrant the opening of a new Automobile Dealership at this time. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety and welfare, falls within the intent of Bill 2010-40, and there has not been any change in land use or development in the surrounding areas, staff recommends approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 249 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 5750 Sky Pointe Drive

Project Name United Dodgeland **Proposed Use** New Car Sales

Assessor's Parcel #(s) 125-27-402-005 **Ward #** _____

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 7.5 **Lots/Units** N/A **Density** N/A

Additional Information Closed Auto Dealership

PROPERTY OWNER Garden City, LLC **Contact** Renaldo M. Tiberti

Address 1806 Industrial Road **Phone:** 248-4000 **Fax:** 382-5361

City Las Vegas **State** NV **Zip** 89102

E-mail Address rmt@tiberti.com

APPLICANT Garden City, LLC **Contact** Renaldo M. Tiberti

Address 1806 Industrial Road **Phone:** 248-4000 **Fax:** 382-5361

City Las Vegas **State** NV **Zip** 89102

E-mail Address rmt@tiberti.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Renaldo M Tiberti

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Renaldo M. Tiberti

Subscribed and sworn before me

This 16th day of February, 2012.

Ronetta Ralston

Notary Public in and for said County and State

NOTARY PUBLIC
RONETTA RALSTON
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 12, 2014
No: 10-1899-1

FOR DEPARTMENT USE ONLY

Case #	EOT-44630
Meeting Date:	4/4/2012
Total Fee:	$800
Date Received:*	2/16/2012
Received By:	MREV

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

F:\depot\Application Packet\Application Form.pdf

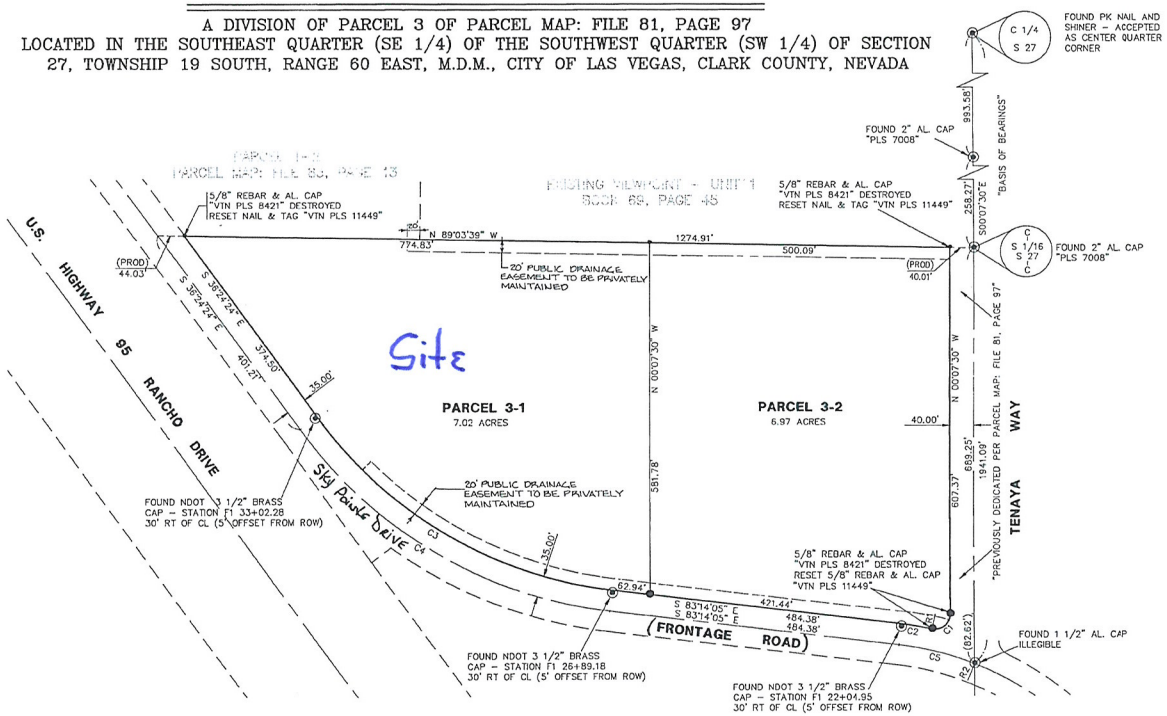
970106

00627

PARCEL MAP FILE 87 PAGE 61

PARCEL MAP

A DIVISION OF PARCEL 3 OF PARCEL MAP: FILE 81, PAGE 97
LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



BASIS OF BEARINGS

NORTH 00°07'30" WEST, BEING THE WEST LINE OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN BY A MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 79 OF PARCEL MAPS, AT PAGE 15.

LEGEND

———	BOUNDARY LINE
—— - ——	CENTER LINE
———	LOT LINE
⊙	FOUND MONUMENT AS NOTED
●	SET 5/8" REBAR AND AL. CAP "VTN PLS 11449"
•	SET NAIL AND TAG "PLS 11449"
(PROD)	PRODUCED LINE
C2	CURVE NUMBER
R2	RADIAL LINE NUMBER
NDOT	NEVADA DEPARTMENT OF TRANSPORTATION

GRAPHIC SCALE

100 0 50 100 200
1" = 100'

RADIAL LINE TABLE

LINE	DIRECTION	TYPE
R1	S 12°19'50" W	PRC
R2	N 21°41'14" E	

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	25.00'	44.70'	31.12'	102°27'20"
C2	535.00'	51.97'	26.00'	05°33'55"
C3	715.00'	584.37'	309.62'	46°49'41"
C4	750.00'	612.98'	324.77'	46°49'41"
C5	500.00'	130.22'	65.48'	14°55'19"

REFERENCE MAPS

PARCEL MAP: FILE 81, PAGE 97
PARCEL MAP: FILE 83, PAGE 43
PLAT: BOOK 69, PAGE 45

RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX. N.R.S. 278.5695

PURSUANT TO N.R.S. 278.468, THIS MAP MUST RECORD BY: 1-3-98

SURVEYOR'S CERTIFICATE

I, ANTHONY ZICARI, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, AS AN AGENT FOR VTN NEVADA, CERTIFY THAT:

1. THIS MAP REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, AT THE INSTANCE OF KRYFAM LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP.
2. THE LANDS SURVEYED LIE WITHIN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 19 S., R. 60 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON 11/26/96.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ANTHONY ZICARI, P. L. S.
NEVADA CERTIFICATE NO. 11449

ANTHONY ZICARI 11449 PROFESSIONAL LAND SURVEYOR STATE OF NEVADA

11/26/96

OWNER'S CERTIFICATE

KRYFAM LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DOES HEREBY CERTIFY THAT BEING THE OWNER OF THE OF THE LAND SUBDIVIDED WITHIN THE BOUNDARY SHOWN HEREON, CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND HAS CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO PARCELS AND DOES HEREBY OFFER AND DEDICATE TO THE CITY OF LAS VEGAS, ITS SUCCESSORS AND ASSIGNS, STREETS (NONE), AS SHOWN HEREON, TO AND FOR THE USE OF THE PUBLIC, AND EASEMENTS AS SHOWN HEREON, FOR THE CONSTRUCTION AND MAINTENANCE OF SURFACE AND SUBTERRANEAN UTILITIES, AND SUCH GRADING AND DRAINAGE AS REQUIRED PER N.R.S. 278.010 TO 278.630 AND CONFORMANCE WITH FLOOD CONTROL DIVISION REQUIREMENTS.

KRYFAM LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, BY:
AMLAND DEVELOPMENT, INC., A NEVADA CORPORATION, BY:

WAYNE KRYGIER – PRESIDENT — 11/26/96 DATE

ACKNOWLEDGEMENT

STATE OF NEVADA)
SS
COUNTY OF CLARK)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON September 26 1996, BY WAYNE KRYGIER AS PRESIDENT OF AMLAND DEVELOPMENT., A NEVADA CORPORATION, GENERAL PARTNER OF KRYFAM LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP.

CHRISTINE RYAN
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES APRIL 1, 2000.

CHRISTINE RYAN NOTARY PUBLIC STATE OF NEVADA Appt. No. 96-1621-1 My Appointment Expires April 1, 2000

APPROVALS

THIS IS TO CERTIFY THAT THE DEPARTMENT OF PLANNING AND DEVELOPMENT, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, ON THIS 3RD DAY OF JANUARY 1997, DID APPROVE FOR THE PURPOSES OF OF LAND DIVISION AND ACCEPT IN BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR THE PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION PER N.R.S. 278.010 THROUGH 278.630 INCLUSIVE.

PAUL WILKINS 1/3/97
DEPUTY DIRECTOR OF PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS, NEVADA.

MAP APPROVED FOR THE PURPOSE OF LAND DIVISION THIS 3rd DAY OF January 1997.

RITA M. LUMOS, P.E.S. 1/3/97
CITY OF LAS VEGAS SURVEYOR
NEVADA CERTIFICATE NO. 5094

CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS NEVADA

RECEIVED JAN 6 1997 PLANNING

vtn nevada	CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS 2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89102 (702) 873 – 7500 FAX (702) 362 – 2597				NO. 00627 FILED AT THE REQUEST OF: VTN nevada DATED 1-6-97 AT 13:37 FILE 87 PAGE 61 OF PARCEL MAPS OFFICIAL RECORDS BOOK, NO. 970106 CLARK COUNTY, NEVADA RECORDS JUDITH A. VANDEVER, RECORDER
PARCEL MAP FOR KRYFAM LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, BEING A DIVISION OF PARCEL 3 OF PARCEL MAP: FILE 81, PAGE 97 LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, T19 S., R.60 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA					
SCALE: 1"=100'	W.O.# 4705-MK	DATE: 11/96	SHEET	OF	FEE $ 17.00 DEPUTY CRD
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4705\47050ASE.DWG	CKD. BY: TZ				

RECORDED FILE 87 PAGE 61

City of Las Vegas Department of Planning

EOT-44638

cords, including surveys and deeds, uired for assessment. See the ed legal information.

EDUCED FROM 11X17 ORIGINAL

600 800

MAP LEC

MATCH / LEADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PM/LD BOUNDARY
SECTION LINE
SUB-SURFACE PCL

202 PARCEL SUB/SEQ NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GL5 GOV. LOT NUMBER

	137	138	139	
	164	163	162	

19	20	21	22	23	24	
30	29	28	27	26	25	
31	32	33	34	35	36	

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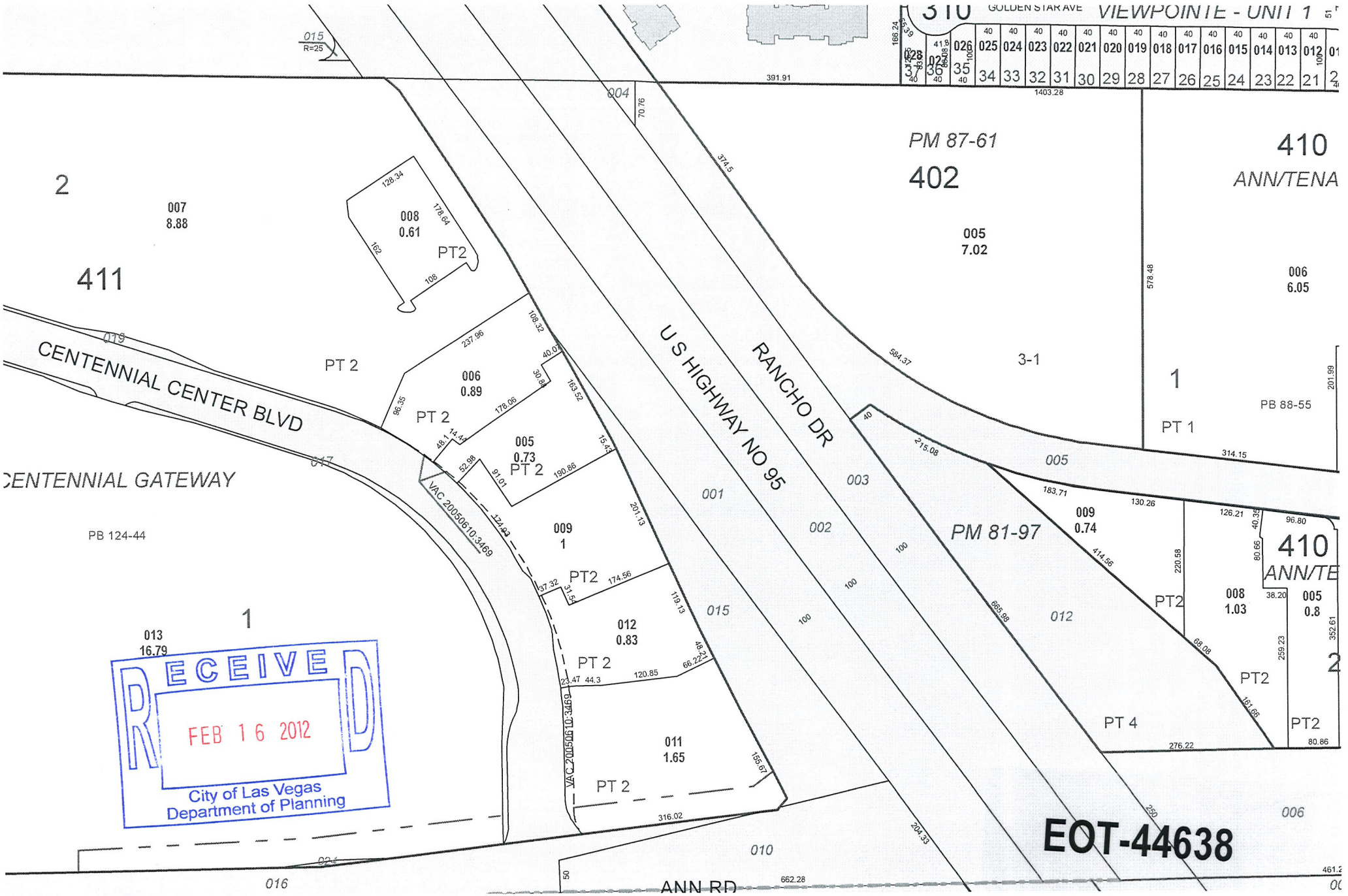
5	1

Scale: 1" = 200'

Rev: 08/30/2011



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

February 17, 2011

Mr. Renaldo Tiberti
Garden City, LLC
1806 Industrial Road
Las Vegas, Nevada 89102

RE: EOT-40646 – EXTENSION OF TIME – NON-CONFORMING
CITY COUNCIL MEETING OF FEBRUARY 16, 2011

Dear Mr. Tiberti:

The City Council at a regular meeting held February 16, 2011, APPROVED the request for an Extension of Time OF A NON-CONFORMING USE FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 17, 2011. This approval is subject to:

Planning and Development

1. This request for an Extension of Time of a Non-Conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive shall expire on February 16, 2012 unless another extension of time request is approved by City Council.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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FEB 16 2012

Printed with environmentally friendly soy ink.

EOT-44638

TIBERTI MANAGEMENT
COMPANY

February 14, 2012

Doug Rankin, AICP
City of Las Vegas Planning and Development
731 S. Fourth St.
Las Vegas, NV 89101

RE: 5750 Sky Pointe Drive
Assessors Parcel #125-27-407-005
Lot 3-1, Parcel Map File 87, Page 61

Dear Mr. Rankin,

Please accept this letter as my request to extend the existing zoning at the above location as a new car dealership. The city is aware that the Chrysler Corporation revoked the dealership as a part of their bankruptcy. Now would not be timely due to economic and other reasons to institute a new car dealership at this location. We are making this request to preserve our use and viability of this property. I have enclosed the fee for the extension of time. I would request a minimum of five (5) years until our next review.

Thanking you in advance for your attention to this matter. You may feel free to contact me at the following numbers:

1. 248-4000 p.m.
2. 405-3101 a.m.
3. 501-4545 cell

Sincerely,

Renaldo M. Tiberti

RMT/rr

RECEIVED
FEB 16 2012
City of Las Vegas
Department of Planning

EOT-44638

1806 Industrial Road • Las Vegas, NV 89102
Telephone: 702.248.4000 • Fax: 702.382.5361
Email: Property@Tiberti.com • Web: TibertiManagement.com

RECEIVED
CITY CLERK

2012 MAR 26 P 12:32

City of Las Vegas
Office Of The City Clerk
495 South Main Street
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.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

EOT-44638

City Council Meeting of **04/04/2012**

PRESORTED FIRST CLASS

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City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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.: **66.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 4, 2012

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